City Council Regular Meeting

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

Monday, June 22, 2026
Immediately following the Community Facilities District Meeting that begins at 5:00 p.m.

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

Mayor
Joe Pizzillo

Vice Mayor
Brannon Hampton

Councilmember
Wally Campbell

Councilmember
Laura Kaino

Councilwoman
Vicki Gillis

Councilmember
Benita Beckles

Councilmember
Trey Terry



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

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

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

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

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



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

Monday, June 22, 2026 **Meeting Agenda**

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER CAMPBELL

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

1. **APPROVAL OF MINUTES**

   RECOMMENDATION

   Approve the June 8, 2026 Regular Meeting and June 8, 2026 Special Meeting draft minutes. (Jasmine Pernicano, City Clerk)

2. **APPROVAL OF SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR FIREBIRDS WOOD FIRED GRILL**

   RECOMMENDATION

   Recommend approval of Application No. 398646 to the Arizona Department of Liquor Licenses and Control (DLLC) for a Series 12 (Restaurant) liquor license for Firebirds Wood Fired Grill located at 14848 W McDowell Road, Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

3. **APPROVE UPDATED SALARY RANGE FOR FIRE AND POLICE COMMAND STAFF**

   RECOMMENDATION

   Approve the updated salary ranges to ensure market-competitive compensation before beginning the recruitment process for a new Deputy Fire Chief and a new Police Commander, as authorized in the fiscal year (FY) 2027 budget. (Lyman Locket, Human Resources Director)

4. **ADOPTION OF PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM (PSPRS) FISCAL YEAR (FY) 2027 PENSION FUNDING POLICY**

   RECOMMENDATION

   Adopt the Public Safety Personnel Retirement System FY2027 Pension Funding Policy. (Ryan Bittle, Deputy Director of Finance)

5. **APPROVAL OF MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) PROJECT AGREEMENT FOR CIP 42026 ESTRELLA PKWY**

RECOMMENDATION

Approve the Arterial Life Cycle Project Agreement, Estrella Parkway: MC 85 to Vineyard Avenue, Project Agreement No. 1-GDY-26-RTP-001, with Maricopa Association of Governments and providing authorization and direction to the City Manager, or their designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Logan Hopp, Deputy Director of Engineering)

6. **APPROVAL OF A FIRST AMENDMENT TO THE MASTER TRANSIT SERVICES AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) FOR FISCAL YEAR (FY) 2027**

RECOMMENDATION

Approve the first amendment to the Master Transit Services Agreement with the RPTA and providing authorization and direction to the City Manager, or their designee, to take actions and execute documents necessary to carry out the intent of the Agreement and approve the related FY2027 budget transfer. (Christine McMurdy, Project Management Coordinator)

7. **APPROVAL OF INTERGOVERNMENTAL AGREEMENT (IGA) TO PARTICIPATE IN THE WEST VALLEY INVESTIGATIVE RESPONSE TEAM**

RECOMMENDATION

Approve the IGA for the Goodyear Police Department to participate in the West Valley Investigative Response Team, and providing authorization and direction to the City Manager, or their designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

8. **RESOLUTION ADOPTING A LONG-TERM OPERATING AGREEMENT WITH THE ARIZONA PUBLIC SERVICE COMPANY**

RECOMMENDATION

Adopt Resolution No. 2026-2526 approving a long-term Operating Agreement with Arizona Public Service Company for the delivery of brackish water to the Palo Verde Generating Station. (Barbara Chappell, Water Services Director)

9. **RESOLUTION DESIGNATING THE CHIEF FISCAL OFFICER FOR EXPENDITURE LIMIT REPORTING FOR FISCAL YEAR (FY) 2027**

RECOMMENDATION

Adopt Resolution No. 2026-2527 designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2027 Expenditure Limitation Report to the Arizona Auditor General. (Ryan Bittle, Deputy Finance Director)

10. **RESOLUTION DIRECTING THE CITY OF GOODYEAR PUBLIC IMPROVEMENT CORPORATION TO DEFEASE OUTSTANDING BONDS**

RECOMMENDATION

Adopt Resolution No. 2026-2529 directing the City of Goodyear Public Improvement Corporation to defease the outstanding City of Goodyear Public Improvement Corporation Municipal Facilities Revenue Refunding Bonds, Series 2016A and Municipal Facilities Revenue Refunding Bonds, Series 2016B; authorizing and providing for the Interim Finance Director or designee to transfer City funds to defease and redeem such bonds; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; and ratifying the actions of all officers and agents of the City and others with respect to the transfer, prepayment, defeasance, and redemption. (Mayette Bailey, Interim Deputy Director of Finance)

11. **ORDINANCE LEVYING PRIMARY AND SECONDARY PROPERTY TAX LEVIES FOR FY2027**

RECOMMENDATION

Adopt Ordinance No. 2026-1650 levying upon the assessed valuation of the property within the City of Goodyear, subject to primary and secondary taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amounts estimated to be required in the Annual Budget for the purpose of paying for various expenses; to raise the amount estimated to be received from other sources of revenues; providing funds for various bond redemptions, for the purpose of paying principal and interest upon bonded indebtedness; all for fiscal year ending the 30th day of June, 2027. (Ryan Bittle, Deputy Director of Finance)

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

12. **RESOLUTION ESTABLISHING A SPECIAL PUBLIC IMPROVEMENT PROJECT AREA AND AUTHORIZING COST RECOVERY FOR CIP PROJECT #42046 COTTON LANE: ESTRELLA PARKWAY TO COTTON LANE BRIDGE**

RECOMMENDATION

Adopt Resolution No. 2026-2530 approving and establishing a “Special Public Improvement Project Area” that includes properties receiving special benefits from improvements widening Cotton Lane and authorizing the City to recover an allocated share of the costs of the special public improvements from the owners of the benefited properties. (Logan Hopp, Deputy Director of Engineering)

13. **ORDINANCE TO REZONE APPROXIMATELY 156 ACRES FROM 1ST AMENDED PAD TO 2ND AMENDED PAD**

RECOMMENDATION

Adopt Ordinance No. 2026-1651 conditionally rezoning approximately 156 acres of property located at the southeast corner of Estrella Parkway and Yuma Road from Fulton Homes at Ballpark Village 1st Amended Planned Area Development to Fulton Homes at Ballpark Village 2nd Amended Planned Area Development. (Justin Gabrielson, Senior Planner)

BUSINESS

14. **APPROVAL OF INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITY OF AVONDALE FOR SENIOR SERVICES FOR GOODYEAR RESIDENTS**

RECOMMENDATION

Approve the IGA with the city of Avondale for senior services 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. (Guylene Ozlanski, Parks & Recreation Deputy Director)

15. **RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATIONS BONDS FOR BRIDGES, STORM SEWER AND DRAINAGE, STREET AND TRANSPORTATION IMPROVEMENTS, PUBIC SAFETY, AND PARKS AND RECREATION IMPROVEMENTS**

RECOMMENDATION

Adopt Resolution No. 2026-2528 authorizing the issuance, sale and delivery of its General Obligation Bonds, Series 2026; delegating the authority to approve certain matters with respect to the bonds, including determining the method of sale of the bonds, authorizing the acceptance of a proposal for the purchase of the bonds and awarding the bonds to the purchaser thereof; providing for the annual levy of a tax for the payment of the bonds; authorizing the appointment of a municipal advisor and a bond registrar, transfer agent, paying agent and depository, as applicable; providing for the disposition of the proceeds of such bonds; approving the form of the bonds and certain documents relating to and securing the payment of bonds, and authorizing completion, execution and delivery thereof; delegating authority to approve and deem final a form of official statement, if applicable; ratifying all actions taken and to be taken to further this Resolution; and authorizing any necessary budget transfers related to the bonds and the projects financed thereby. (Mayette Bailey, Interim Deputy Director of Finance)

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:

July 6, 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 6/17/2026 at 5:10 p.m. by AG.

ITEM #: 1.
DATE: 06/22/2026
AI #:3393

APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

RECOMMENDATION
Approve the June 8, 2026 Regular Meeting and June 8, 2026 Special Meeting draft minutes. (Jasmine Pernicano, City Clerk)

Attachments

2026-06-08 Regular Meeting Draft Minutes
2026-06-08 Special Meeting Draft Minutes

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

Monday, June 8, 2026 **Meeting Minutes**

Immediately following the Joint Community Facilities District Special Meeting

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 6:03 p.m.

ROLL CALL

Present:	**Mayor Joe Pizzillo**; **Vice Mayor Brannon Hampton**; **Councilmember Laura Kaino**; **Councilwoman Vicki Gillis**; **Councilmember Benita Beckles**; **Councilmember Trey Terry**
Absent:	**Councilmember Wally Campbell**
Staff Present:	City Manager Bryan Langley; City Attorney Roric Massey; City Clerk Jasmine Pernicano

MOTION BY Councilwoman Vicki Gillis, **SECONDED BY Councilmember Benita Beckles to EXCUSE Councilmember Campbell. The motion carried as follows:**

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

Passed - Unanimously

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER KAINO

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

Jeff Redmon, Goodyear Resident, spoke about the new electric bike and electric scooter ordinance, and requested updated information related to the water letter.

Michael Morromi, Goodyear Business Owner, requested Council to consider extending the closing time for a medical dispensary from 7:00 p.m. to 10:00 p.m.

COMMUNICATIONS

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

Luke Parker, Recreation Coordinator, introduced Michael Daniels, a Goodyear resident and member of the Goodyear Roadrunners, who will be competing in the 2026 Special Olympics USA Games in Minnesota. Mr. Parker turned the presentation over to Mr. Daniels. Mr. Daniels thanked the Mayor and Council, provided his golf history and gave a brief description of his upcoming competition. Mr. Parker provided information about the Arizona athletes participating in the USA Games and the Goodyear adaptive program.

In response to Council inquiry, Mr. Parker noted that the athletes participate in fundraising, in addition to funds provided by Special Olympics Arizona, to provide funds for travel.

CONSENT

MOTION BY Councilmember Trey Terry, **SECONDED BY Councilmember Laura Kaino to APPROVE Consent Agenda items 2 through 5. The motion carried as follows:**

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

Passed - Unanimously

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)

In response to Council inquiry, Philip Cochran, Assistant City Attorney, noted this is a new agreement as Zayo Group has been working in Goodyear on a month-to-month basis, has complied with the city's requirements and has no unresolved issues.

PUBLIC HEARINGS

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**

Mayor Pizzillo opened the public hearing at 6:18 p.m.

Ryan Bittle, Deputy Finance Director, provided an overview of the budget process, recapped the various touchpoints with Council leading up to tonight’s hearing, and highlighted the requirements for a public hearing, special meeting, and roll-call vote related to the Truth in Taxation increase. He noted that the final budget remained unchanged from the tentative budget adopted on May 18, 2026, for $1.4 billion. He continued to explain the property tax rate of $1.74 per $100 of assessed valuation remains unchanged, and the Truth in Taxation amount was set at $329,905. He concluded by reviewing public outreach and notifications as required by Arizona State Statute, and next steps.

Richard and Janet Kirshbaum, Goodyear Residents, requested clarification on the percentage increase in property taxes. Bryan Langley, City Manager, provided the tax rate, and Mayor Pizzillo explained the Truth in Taxation process.

There being no other speakers, Mayor Pizzillo closed the public hearing at 6:28 p.m.

In response to Council Inquiry, Mr. Bittle explained that public notification was made with a news release posted on the city’s website, published in the Arizona Republic on two separate dates and a 60-day notice posted on the city’s website. He also explained carry overs, long-term CIP projects, and other 1-time expenditures make up around two-thirds of the city’s budget. He clarified that the general fund, which is the city’s main operating fund, only makes up approximately $226M of the $1.4M budget. Tammy Vo, Digital Communications Director, clarified that the new release was not posted on social media for Truth in Taxation, but the city could consider providing it in the future.

Councilmember Trey Terry commented that he would be voting no on this item due to the secondary property tax on the Tax Levy, and will bring forward a recommendation to lower the rate in the future.

Council discussed the Truth in Taxation process, items included in the budget, communication ideas and future budget items.

Council thanked staff for their efforts on the budget process.

MOTION BY Vice Mayor Brannon Hampton, **SECONDED BY Councilmember Benita Beckles to APPROVE the Truth in Taxation increase of $329,905 for FY2027. The motion carried by a VOICE ROLL CALL vote as follows:**

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

NAY: **Councilmember Trey Terry**

Passed

INFORMATION ITEMS

Council and Bryan Langley, City Manager, Parks and Recreation Director, David Lopez.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

June 15, 2026	Council Meeting	5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:46 p.m.

_____ _____

Jasmine Pernicano, City Clerk Joe Pizzillo, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on June 8, 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

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

Monday, June 8, 2026 **Meeting Minutes**

Immediately following the City Council Regular Meeting

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 6:46 p.m.

ROLL CALL

Present:	**Mayor Joe Pizzillo**; **Vice Mayor Brannon Hampton**; **Councilmember Laura Kaino**; **Councilwoman Vicki Gillis**; **Councilmember Benita Beckles**; **Councilmember Trey Terry**
Absent:	**Councilmember Wally Campbell**
Staff Present:	City Manager Bryan Langley; City Attorney Roric Massey; City Clerk Jasmine Pernicano

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

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

Passed - Unanimously

BUSINESS

1. **FINAL ADOPTION OF THE FISCAL YEAR (FY) 2027 BUDGET**

Jasmine Pernicano, City Clerk, read Resolution No. 2026-2525 by title only.

MOTION BY Councilmember Trey Terry, **SECONDED BY Councilmember Laura Kaino to ADOPT RESOLUTION NO. 2026-2525 DETERMINING AND ADOPTING THE FINAL ESTIMATES OF PROPOSED REVENUES AND EXPENDITURES FOR THE CITY OF GOODYEAR FOR FY2027 BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027 AND ADOPTING EXPENDITURES FOR ADMINISTRATIVE AWARD FOR FY2027. The motion carried as follows:**

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

Passed - Unanimously

EXECUTIVE SESSION

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

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

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

MOTION BY Councilmember Trey Terry, **SECONDED BY Councilmember Benita Beckles to CONVENE an Executive Session. The motion carried as follows:**

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

Passed - Unanimously

Council moved into Executive Session at 6:48 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 7:09 p.m.

RECONVENE SPECIAL MEETING

Mayor Pizzillo reconvened the Special Meeting at 7:09 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 7:09 p.m.

_____ _____

Jasmine Pernicano, City Clerk Joe Pizzillo, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY

COUNCIL SPECIAL MEETING of the city of Goodyear, Arizona, held on June 8, 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 #: 2.
DATE: 06/22/2026
AI #:3349

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR FIREBIRDS WOOD FIRED GRILL

STAFF PRESENTER(S): Jasmine Pernicano, City Clerk

OTHER PRESENTER(S):

Lauren Merrett, Agent

SUMMARY

Lauren Merrett, Agent for Firebirds Wood Fired Grill, has submitted an application for a Series 12 (Restaurant) liquor license for the location at 14848 W McDowell Road, Goodyear, AZ 85395. The applicant is requesting that the City forward a recommendation of approval to the Arizona Department of Liquor Licenses and Control (DLLC) for consideration and issuance of the license.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Recommend approval of Application No. 398646 to the Arizona Department of Liquor Licenses and Control (DLLC) for a Series 12 (Restaurant) liquor license for Firebirds Wood Fired Grill located at 14848 W McDowell Road, Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The City Clerk's office received a Series 12 (Restaurant) liquor license application on May 20, 2026, from the Arizona Department of Liquor Licenses and Control (DLLC) for Firebirds Wood Fired Grill, represented by Agent Lauren Merrett.

In accordance with A.R.S. §4-201(B), the public hearing notice was posted on May 28, 2026, at the establishment for the required 20-day period. This public posting allows individuals within a one-mile radius to submit written arguments for or against the issuance of the license. No public petitions or protests were received during the posting period. The application underwent internal review by the Police Department and Development Services Department, including Code Compliance, Building and Planning & Zoning, with no objections reported. The application is included as Attachment A - DLLC Local Governing Body Report.

STAFF ANALYSIS

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

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

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

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

Attachments

Attachment A - DLLC Local Governing Body Report

Attachment B - One-Mile Report and Evaluation Map

Received by the Goodyear City Clerk's Office Wednesday, May 20, 2026

State of Arizona
Department of Liquor Licenses and Control

Created 05/20/2026 @ 01:46:34 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	FIREBIRD WOOD FIRED GRILL		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	14848 W MCDOWELL ROAD GOODYEAR, AZ 85395 USA		
Mailing Address:			
Phone:	(602)738-1424		
Alt. Phone:			
Email:	MERECOINC@GMAIL.COM		

AGENT

Name:	LAUREN KAY MERRETT
Gender:	Female
Correspondence Address:	736 S LONGMORE STREET CHANDLER, AZ 85224 USA
Phone:	(602)738-1421
Alt. Phone:	
Email:	MERECOINC@GMAIL.COM

OWNER

Name:	FIREBIRDS OF GOODYEAR LLC		
Contact Name:	LAUREN KAY MERRETT		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23755164	State of Incorporation:	
Incorporation Date:	11/25/2024		
Correspondence Address:	8700 RED OAK BOULEVARD J CHARLOTTE, NC 28217 USA		
Phone:	(602)738-1421		
Alt. Phone:			
Email:	MERECOINC@GMAIL.COM		

60th Day - 7/19/26

Officers / Stockholders

Name:	Title:	% Interest:

FIREBIRDS INTERNATIONAL LLC	Member	100.00

FIREBIRDS GROUP INC - Shareholder

Name:	FIREBIRDS HOLDING INC
Contact Name:	LAUREN KAY MERRETT
Type:	CORPORATION
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	736 S LONGMORE STREET CHANDLER, AZ 85224 USA
Phone:	(602)738-1421
Alt. Phone:	
Email:	MERECOINC@GMAIL.COM

FIREBIRDS HOLDING INC - CFO/SEC/DIR
FIREBIRDS GROUP INC - CFO/SEC/DIR
WOOD FIRED HOLDING CORP - CFO/SEC/DIR
FIREBIRDS INTERNATIONAL LLC - CFO/SEC

Name:	CORTLIN ALLING LILLISTON
Gender:	Female
Correspondence Address:	736 S LONGMORE STREET CHANDLER, AZ 85224 USA
Phone:	(704)916-0376
Alt. Phone:	
Email:	MERECOINC@GMAIL.COM

FIREBIRDS INTERNATIONAL LLC - MEMBER

Name:	WOOD FIRED HOLDING CORP
Contact Name:	LAUREN KAY MERRETT
Type:	CORPORATION
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	736 S LONGMORE STREET CHANDLER, AZ 85224 USA
Phone:	(602)738-1421
Alt. Phone:	
Email:	MERECOINC@GMAIL.COM

FIREBIRDS INTERMEDIATE HOLDINGS II, LLC - MEMBER

Name:	FIREBIRDS INTERMEDIATE HOLDINGS I,LLC
Contact Name:	LAUREN MERRETT
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	8700 RED OAK BOULEVARD J CHARLOTTE, NC 28217 USA
Phone:	(602)738-1421
Alt. Phone:	
Email:	MERECOINC@GMAIL.COM

FIREBIRDS INTERMEDIATE HOLDINGS I,LLC - MEMBER

Name:	FIREBIRDS ULTIMATE HOLDINGS, LP
Contact Name:	LAUREN MERRETT
Type:	PARTNERSHIP
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	736 S LONGMORE STREET CHANDLER, AZ 85224 USA
Phone:	(602)738-1421
Alt. Phone:	
Email:	MERECOINC@GMAIL.COM

FIREBIRDS ULTIMATE HOLDINGS, LP - Limited Partner
FIREBIRDS ULTIMATE HOLDINGS GP,LLC - General Partner

Name:	PRIVATE EQUITY FUND
Contact Name:	LAUREN MERRETT
Type:	PARTNERSHIP
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	8700 RED OAK BOULEVARD J CHARLOTTE, NC 28217 USA
Phone:	(602)738-1421
Alt. Phone:	
Email:	MERECOINC@GMAIL.COM

WOOD FIRED HOLDING CORP - Shareholder

Name: FIREBIRDS GROUP INC
Contact Name: LAUREN KAY MERRETT
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 8700 RED OAK BOULEVARD
J
CHARLOTTE, NC 28217
USA
Phone: (602)738-1421
Alt. Phone:
Email: MERECOINC@GMAIL.COM

FIREBIRDS BUYER LLC - MEMBER

Name: FIREBIRDS INTERMEDIATE HOLDINGS II, LLC
Contact Name: LAUREN MERRETT
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 736 S LONGMORE STREET
CHANDLER, AZ 85224
USA
Phone: (602)738-1421
Alt. Phone:
Email: MERECOINC@GMAIL.COM

FIREBIRDS HOLDING INC - Shareholder

Name: FIREBIRDS BUYER LLC
Contact Name: LAUREN MERRETT
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 736 S LONGMORE STREET
CHANDLER, AZ 85224
USA
Phone: (602)738-1421
Alt. Phone:
Email: MERECOINC@GMAIL.COM

FIREBIRDS ULTIMATE HOLDINGS, LP - General Partner

Name:	FIREBIRDS ULTIMATE HOLDINGS GP,LLC
Contact Name:	LAUREN MERRETT
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	8700 RED OAK BOULEVARD J CHARLOTTE, NC 28217 USA
Phone:	(602)738-1421
Alt. Phone:	
Email:	MERECOINC@GMAIL.COM

FIREBIRDS OF GOODYEAR LLC - Member

Name:	FIREBIRDS INTERNATIONAL LLC
Contact Name:	LAUREN MERRETT
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	736 S LONGMORE STREET CHANDLER, AZ 85224 USA
Phone:	(602)738-1421
Alt. Phone:	
Email:	MERECOINC@GMAIL.COM

FIREBIRDS HOLDING INC - CEO/PRES/DIR
FIREBIRDS GROUP INC - CEO/PRES/DIR
WOOD FIRED HOLDING CORP - CEO/PRES/DIR
FIREBIRDS INTERNATIONAL LLC - CEO/PRES

Name:	STEPHEN EDWARD KISLOW
Gender:	Male
Correspondence Address:	736 S LONGMORE STREET CHANDLER, AZ 85224 USA
Phone:	(704)621-2235
Alt. Phone:	
Email:	SKISLOW@FBGRILL.COM

FIREBIRDS ULTIMATE HOLDINGS, LP - Limited Partner

Name:	JHW FIREBIRDS HOLDINGS LLC
Contact Name:	LAUREN KAY MERRETT
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	736 S LONGMORE STREET CHANDLER, AZ 85224 USA
Phone:	(602)738-1421
Alt. Phone:	
Email:	MERECOINC@GMAIL.COM

APPLICATION INFORMATION

Application Number:	398646
Application Type:	New Application
Created Date:	04/28/2026

QUESTIONS & ANSWERS

012 Restaurant

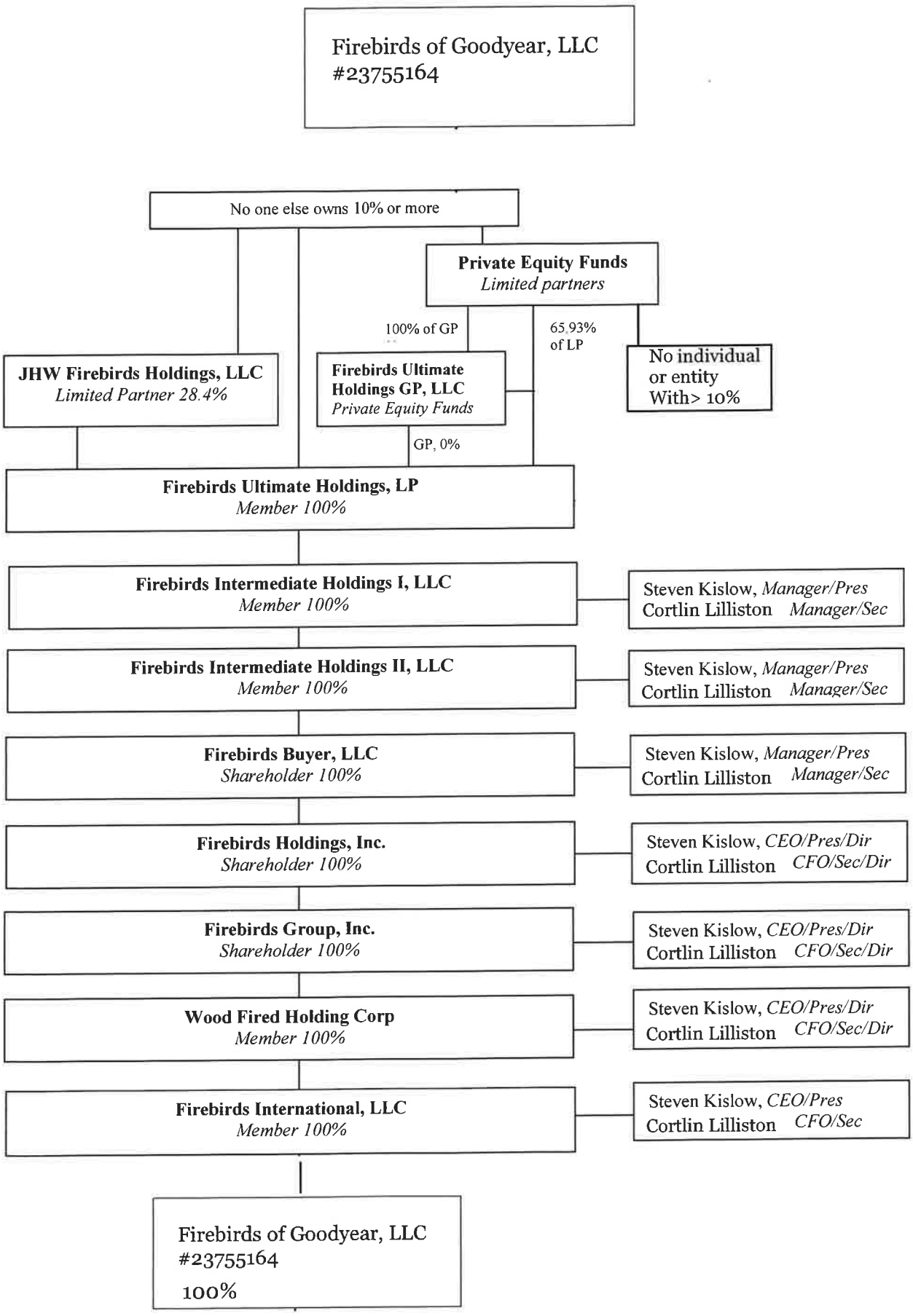
1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   Property owner
3) Is there a penalty if lease is not fulfilled?
   No
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   0 - internal funding
6) Are there walk-up or drive-through windows on the premises?
   No
7) Does the establishment have a patio?
   Yes
   Is the patio contiguous or non-contiguous (within 30 feet)?
   Contiguous
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   07/01/2026

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

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	Diagram copy.pdf	04/28/2026
MENU	Menu copy.pdf	04/28/2026
ORGANIZATIONAL DOCUMENTS	Goodyear Org copy copy.pdf	04/28/2026
QUESTIONNAIRE	All Qs copy (Merged) copy.pdf	04/28/2026
RECORDS REQUIRED FOR AUDIT	Audit_record copy copy.pdf	04/28/2026
RESTAURANT OPERATION PLAN	Rest op plan copy copy.pdf	04/28/2026
MISCELLANEOUS	Alien_Status_2025 copy copy.pdf	04/28/2026
	Goodyear Org copy copy copy copy.pdf	05/15/2026
	Goodyear Org flat.pdf	05/15/2026

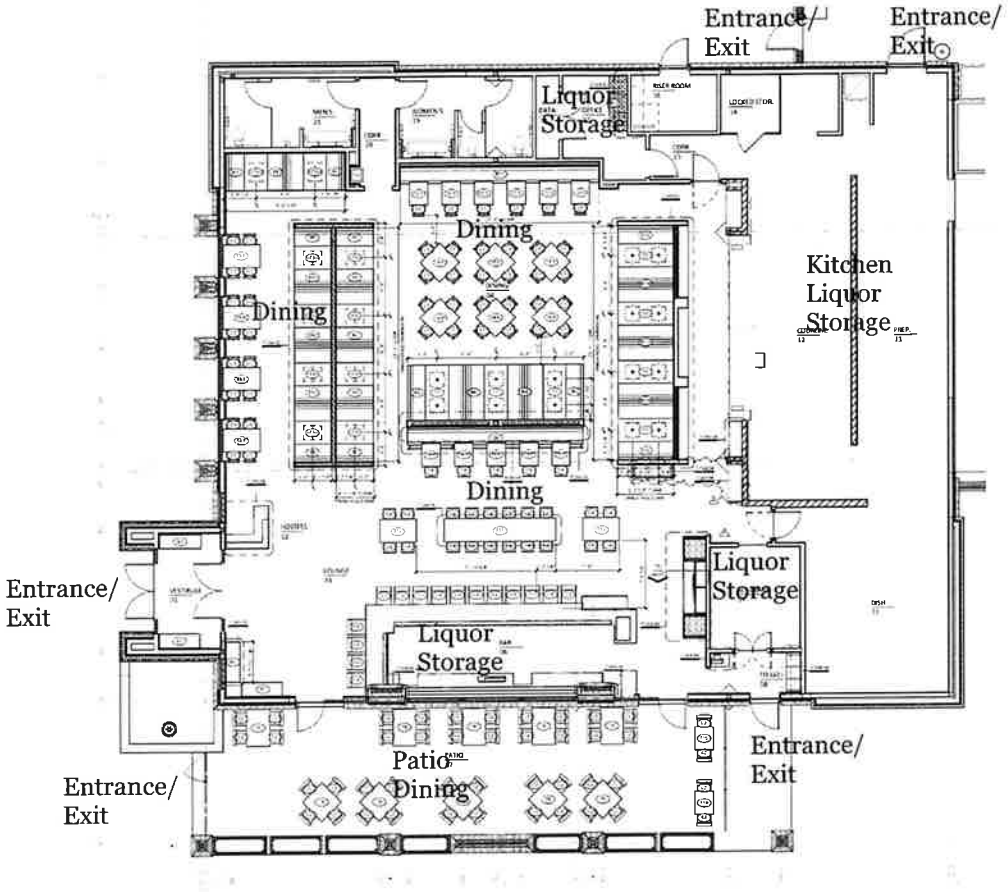
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Firebirds Wood Fire Grill
14848 W McDowell Rd,
Goodyear, AZ 85395

5580 ft.²



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

RESTAURANT OPERATION PLAN

RESTAURANT SERIES 12 AND HOTEL/MOTEL SERIES 11 ONLY

DLLC USE ONLY	
Job #:	3986446
Date Accepted:	5-20-26
LC:	82
License #:	

1. Name of restaurant (Please print): Firebird Wood Fired Grill

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS	
Grill	CONVECTION OVEN - GAS - DOUBLE DECK SOUTHBEND PCG100S-SD
Oven	4-BURNER RANGE Garland C36-7R
Freezer	WALK-IN FREEZER KOLPAK M108-PR-4080
Refrigerator	REACH-IN REFRIGERATOR HOSHIZAKI R1A-FS
Sink	THREE COMPARTMENT SINK NICHOLSON FABRICATORS 108-3
Dish Washing Facilities	DISHWASHER, CONVEYOR TYPE ECOLAB EC-44
Food Preparation Counter (Dimensions)	WORK TABLE, CABINET BASE WORK TABLE, CABINET BASEm 30"x66
Other	

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

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

(**Do not include kitchen, bar, hi-top tables, or game area.**) 95 %

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

(**If yes, what percentage of the public floor space does this area cover?**) 10 %

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

a) Restaurant dining area of your premises: [180]
(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 25]

TOTAL [= 205]

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

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

8. Does your restaurant contain any **games, televisions,** or **any other entertainment**? ☒ Yes ☐ No
If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

2-flatscreen TVs

9. Do you have live entertainment or dancing? ☐ Yes ☒ No
If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	10
Bartenders	8
Hostesses	4
Managers	1
Servers	60
Other ( )	
Other ( )	
Other ( )	

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

Applicant Signature: Lauren Kay Merrett

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

DLLC USE ONLY	
Job #:	398646
Date Accepted:	4.28.26
LC:	82
License #:	

RECORDS REQUIRED FOR AUDIT
RESTAURANT/HOTEL/MOTEL

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

1. Name of restaurant (Please print): Firebird Wood Fired Grill
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of ***all*** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets
11. **General Ledger**
    - A. Sales Journals/Monthly Sales Schedules
        - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        - 3) Dated Guest Checks
        - 4) Coupons/Specials/Discounts
        - 5) Any other evidence to support income from food and liquor sales
    - B. Cash Receipts/Disbursement Journals
        - 1) Daily Bank Deposit Slips
        - 2) Bank Statements and canceled checks
12. **Tax Records**
    - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    - B. Income Tax Return - city, state and federal (copies)
    - C. Any supporting books, records, schedules or documents used in preparation of tax returns

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

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13. **Payroll Records**

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

B. Employee Log (A.R.S. §4-119)

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

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

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

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

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

C. All coupons/specials/discounts

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

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

A.R.S. §4-210(A) 7
The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(M)
For the purpose of this section:

Restaurant: an establishment that derives **at least forty percent (40%)** of its gross revenue from the sale of food

Gross revenue: the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

Declaration:

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

Signature: Lauren Merrett

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

WINE

Ask your server for wine and food pairing recommendations. Our wine list is organized by varietal, and progresses from lightest to fullest body. These wine offerings include exceptional selections that are certified organic, biodynamic or sustainable.

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Champagne & Sparkling

	split	half bottle	bottle
NIVOLE MOSCATO D'ASTI – Italy	-	32.00	-
LA MARCA PROSECCO – Italy	12.00	-	35.00
DOMAINE CHANDON BRUT – Napa Valley	10.00	-	50.00
MÖET & CHANDON IMPÉRIAL – France	-	-	80.00

Distinctive Whites and Blush

	5 oz.	8 oz.	bottle
CAPOSALDO MOSCATO IGT – Italy	8.50	12.50	36.50
CHATEAU STE. MICHELLE RIESLING – Columbia Valley	7.00	11.00	33.00
CANYON ROAD WHITE ZINFANDEL – California	6.00	10.00	30.00
FAMILLE PERRIN ROSÉ – Côtes-du-Rhône, France	7.00	11.00	33.00
MASO CANALI PINOT GRIGIO – Trentino, Italy	-	-	42.00
KRIS PINOT GRIGIO – Italy	7.00	11.00	33.00
PIGHIN PINOT GRIGIO – Friuli, Italy	9.00	13.00	39.00
ACROBAT BY KING ESTATE PINOT GRIS – Oregon	7.00	11.00	33.00
ST. SUPÉRY SAUVIGNON BLANC – Napa Valley	8.00	12.00	36.00
MOHUA SAUVIGNON BLANC – New Zealand	10.00	14.00	42.00

Chardonnay

	5 oz.	8 oz.	bottle
LOUIS JADOT MÂCON-VILLAGES – Burgundy, France	-	-	35.00
NORTH BY NORTHWEST – Columbia Valley	7.00	11.00	33.00
SIMI – Sonoma	9.00	13.00	39.00
MARKHAM – Napa Valley	8.00	12.00	36.00
LA CREMA – Sonoma	10.00	14.00	42.00
FIREBIRDS PRIVATE LABEL – Sonoma County	8.00	12.00	36.00

Pinot Noir | Merlot

	5 oz.	8 oz.	bottle
MIRASSOU PINOT NOIR – Monterey	7.50	11.50	33.50
ACROBAT BY KING ESTATE PINOT NOIR – Oregon	10.00	14.00	42.00
KIM CRAWFORD PINOT NOIR – Marlborough, New Zealand	-	-	39.00
NIELSON BY BYRON PINOT NOIR – Santa Barbara	-	-	46.00
MEIOMI PINOT NOIR – California Coastline	12.00	16.00	48.00
MURPHY-GOODE MERLOT – Alexander Valley	8.00	12.00	36.00
SWANSON CYGNET MERLOT – Napa Valley	10.00	14.00	42.00
MARKHAM MERLOT – Napa Valley	-	-	49.00

Cabernet Sauvignon

	5 oz.	8 oz.	bottle
CASA LAPOSTOLLE – Rapel Valley, Chile	7.50	11.50	33.50
LOUIS M. MARTINI – California	8.50	12.50	36.50
DUCKHORN DECOY – Sonoma	13.00	17.00	51.00
FRANCISCAN – Napa Valley	12.00	16.00	48.00
J. LOHR SEVEN OAKS – Paso Robles	9.00	13.00	39.00
SEQUOIA GROVE – Napa Valley	-	-	75.00
MOUNT VEEDER WINERY – Napa Valley	-	-	72.00

Other Reds

	5 oz.	8 oz.	bottle
ZENATO ALANERA ROSSO IGT RED BLEND – Veneto, Italy	8.00	12.00	36.00
7 MOONS RED BLEND – California	7.00	11.00	33.00
BELLERUCHE ROUGE – Côtes-du-Rhône, France	-	-	38.00
TERRAZAS DE LOS ANDES MALBEC – Mendoza, Argentina	8.00	12.00	36.00
RAVENSWOOD ZINFANDEL – Lodi Vineyard, Sonoma	-	-	37.00
"LUCKY COUNTRY" BY TWO HANDS SHIRAZ – Australia	-	-	42.00
NORTH BY NORTHWEST RED BLEND – Columbia Valley	8.00	12.00	36.00
RUTHERFORD HILL BARREL SELECT RED BLEND – Napa Valley	-	-	55.00
ESTANCIA MERITAGE – Paso Robles	-	-	60.00
FIREBIRDS PRIVATE LABEL RED – Napa Valley	9.00	13.00	39.00
NEWTON CLARET – Sonoma Valley	-	-	49.00

Red, White... or Brew?

Ask your server about our current craft beer offerings, including selections from our favorite local craft breweries.

FIREBIRDS SELECTIONS

These limited allocation wines are not included in our Wine Down Mondays promotion. Available only by full bottle.

VEUVE CLICQUOT RESERVE VINTAGE
France 135.00

FAR NIENTE CHARDONNAY
Napa Valley 95.00

CAKEBREAD CELLARS CHARDONNAY
Napa Valley 90.00

STONESTREET CHARDONNAY
Alexander Valley 80.00

FAUST BY QUINTESSA CABERNET SAUVIGNON
Rutherford, Napa Valley 85.00

FRANCISCAN MAGNIFICAT
Napa Valley 90.00

CAKEBREAD CELLARS CABERNET SAUVIGNON
Napa Valley 130.00

BELLE GLOS PINOT NOIR
Las Alturas Vineyard, Santa Lucia Highlands 90.00

CASA LAPOSTOLLE CLOS APALTA
Chile 145.00

CHIMNEY ROCK "STAGS LEAP DISTRICT" CABERNET SAUVIGNON
Napa Valley 105.00

MT. BRAVE CABERNET SAUVIGNON
Napa Valley 115.00



To reduce our carbon footprint, Firebirds uses recycled paper when possible.

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FIREBIRDS
WOOD FIRED GRILL

Desserts 7.95 (serves 2-3)

CREME BRULÉE CHEESECAKE
CARROT CAKE
BIG DADDY CHOCOLATE CAKE
WARM CHOCOLATE BROWNIE
KEY LIME PIE

Coffee Drinks 8.00

FIRED UP COFFEE Tiramisu Liqueur, TUACA, agave nectar, topped with whipped cream and drizzled with chocolate

FLANNEL PAJAMAS Get cozy with coffee laced with DeKuyper Butterscotch Schnapps and Godiva Chocolate Liqueur

HAZELNUT-VANILLA JAVA Coffee blended with Frangelico and Three Olives Vanilla Vodka

Cognac

LOUIS XIII
Rémy Martin

One-Half Ounce 85 *One Ounce* 170
One and One-Half Ounce 255

We serve a 2 oz. pour for the after dinner drinks below

RÉMY MARTIN
V.S.O.P. 15
X.O. 30

HENNESSY
V.S.O.P. 18
X.O. 40

Cordials

GRAND MARNIER 12
100 yr 30 | 1880 45
SAMBUCA 8
B&B 8
TIRAMISU 8
DISARONNO AMARETTO 8
BAILEY'S 8
TUACA 8

Ports & Dessert Wines

FONSECA BIN 27 8
TAYLOR FLADGATE
LBV 9 | 10 yr Tawny 11
NIVOLE MOSCATO D'ASTI DOCG 32 Half Bottle

From Whisky to Whiskey

MACALLAN
12 yr 18
Fine Oak 15 yr 25
18 yr 45
OBAN 14 yr 18
LAGAVULIN 16 yr 25
GLENMORANGIE
10 yr 14
18 yr 25
Quinta Ruban 18
GLENFIDDICH 15 yr 14
SLOW & LOW ROCK AND RYE 9
TEMPLETON RYE 9
BOOKER'S 15
KNOB CREEK 9
MAKER'S MARK 10
GENTLEMAN JACK 9
BASIL HAYDEN'S 13
WOODFORD RESERVE 12
BUFFALO TRACE 9

FIREBIRDS
WOOD FIRED GRILL



10.50

Firebirds Signature Martini
THE DOUBLE BLACK DIAMOND
Fresh pineapple infused for 21 days with New Amsterdam® Pineapple Vodka and garnished with a sweet pineapple slice

Seasonal Craft Cocktails 11.00

Handcrafted in harmony with the season

SLOW & LOW OLD FASHIONED Slow & Low Rock and Rye Whiskey, muddled bitters, orange and a Filthy Cherry, with a splash of soda

MANHATTAN MY WAY Woodford Reserve Bourbon, Carpano Antica Sweet Vermouth, brandied cherry and a dash of bitters

BOURBON & GINGER SMASH Elijah Craig Small Batch Bourbon, Domaine de Canton Ginger Liqueur, Owen's Ginger Beer and squeezed lemon with fresh mint

GLENMO SOUR Glenmorangie 10 Yr Whisky, St-Germain Elderflower Liqueur, fresh squeezed lemon juice and Angostura bitters

BOURBON SOUR Basil Hayden's Bourbon, Amaretto and housemade sweet & sour, dashed with Angostura bitters

THE RYE FRENCHMAN Rémy Martin VSOP Cognac, Knob Creek Rye, Carpano Antica Sweet Vermouth and B&B Liqueur served on the rocks

BLACKBERRY ALEXANDER Rémy Martin VSOP Cognac, Crême de Cacao, blackberry essence, a splash of half & half, and fresh blackberries

WINTER IS HERE Belvedere Citrus Vodka, Solerno Blood Orange Liqueur, Carpano Antica Sweet Vermouth, cranberry and fresh squeezed orange, served up

KENTUCKY MOON Wild Turkey Bourbon, Frangelico Hazelnut Liqueur, fresh squeezed lemon, and Owen's Ginger Beer

RASPBERRY SOUR Tullamore DEW Whiskey, housemade sweet & sour and cranberry juice, with fresh raspberries

WILDBERRY GINGER MULE Reyka Vodka, wild ginger berry elixir, juiced lime and Owen's Ginger Beer

BLACKBERRY TWIN TEQUILA MARGARITA Hornitos Black Barrel Tequila, Milagro Silver Tequila, housemade blackberry sweet & sour, served on the rocks

DIRTY BIRD The traditional dirty martini-chilled Belvedere Vodka, bleu cheese stuffed olives

COSMIC SIDECAR Rémy Martin VSOP Cognac, Cointreau, cranberry and fresh squeezed lemon, served straight up

Our Promise We cook only with the highest-quality ingredients – locally sourced when possible, always sustainable, and prepared from scratch.

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Shareables

Perfect for sharing (serves 2-4)

LOBSTER SPINACH QUESO Lobster, baby spinach, tomatoes, pepper jack cheese, tortilla chips 13.50

SMOKED CHICKEN WINGS Buffalo hot sauce, bleu cheese, celery 11.50

JALAPEÑO DEVILED EGGS Housemade candied bacon 8.35

RANCH RINGS Panko-breaded onions, roasted garlic ranch dressing 9.50

SEARED AHI TUNA* Mixed greens, San Saba Farms spiced pecans, spicy mustard sauce 14.99

CRAB CAKES Jumbo lump, Old Bay® Seasoning, tortilla slaw, mango habañero chutney 15.95

FIRED UP SHRIMP Flash fried shrimp tossed with a spicy Sriracha sauce 10.00

WOOD GRILLED SHRIMP Shrimp served with tortilla slaw, pineapple salsa and creamy cilantro lime sauce 13.50

Greens

CLASSIC SALADS

MIXED GREENS SALAD Tomatoes, San Saba Farms spiced pecans, jicama, cilantro-lime vinaigrette 8.50

BLT SALAD Applewood-smoked bacon, tomatoes, roasted garlic ranch dressing 8.50

CAESAR SALAD Shaved parmesan, chile-dusted croutons 8.50

SPINACH SALAD Applewood-smoked bacon, mushrooms, tomatoes, egg, balsamic vinaigrette 10.75

ADD TO ANY CLASSIC SALAD

- PORTABELLA MUSHROOM 5.60
- WOOD GRILLED CHICKEN 6.20
- CRAB CAKE 7.00 (1) 14.00 (2)
- WOOD GRILLED SHRIMP 6.60
- WOOD GRILLED SALMON* 7.75
- WOOD GRILLED TENDERLOIN* 8.75
- SEARED AHI TUNA* 8.85

FIREBIRDS SIGNATURE SALADS

COLORADO CHICKEN SALAD Wood grilled chicken, mixed greens, bleu cheese, San Saba Farms spiced pecans, dried cranberries, Granny Smith apples, raspberry chipotle vinaigrette 14.95

SEARED TUNA SUPERFOODS SALAD* Seared and sliced sushi-grade tuna served over a bed of spinach, organic red quinoa, cucumbers, avocado, grilled corn, edamame and radish, tossed with avocado green goddess dressing 16.90

GRILLED SALMON SALAD* Wood grilled salmon, mixed greens, tomatoes, San Saba Farms spiced pecans, jicama, cilantro-lime vinaigrette 15.99

GRILLED TENDERLOIN SALAD* Mixed greens, bleu cheese crumbles, diced tomatoes, balsamic vinaigrette 16.99

GRILLED SHRIMP & STRAWBERRY SALAD Mixed greens, goat cheese, jicama, San Saba Farms spiced pecans, balsamic vinaigrette 16.75

Entrées

Add a small Classic Side Salad or cup of soup to any entrée for 4.99

FROM THE WOOD FIRED GRILL

All entrées are served with your choice of loaded baked potato, parmesan mashed potatoes or seasoned steak fries. Every Firebirds steak is aged 21 days and hand-cut daily.

SLOW ROASTED PRIME RIB* (Limited availability) Encrusted with fresh herbs and pepper, hand-carved and served with homemade au jus and creamy horseradish sauce 12oz 25.95 16oz 28.95

FILET MIGNON* Center-cut, wrapped in applewood-smoked bacon 7oz 26.99 9oz 29.99

BLEU CHEESE FILET* Bacon-wrapped, bleu cheese sauce, port mushrooms 7oz 28.99 9oz 31.99

AGED RIBEYE* Traditional ribeye 14oz 27.99

BEEF FILET KABOB* Grilled vegetables, balsamic ancho chile drizzle 8oz 25.99

CENTER CUT SIRLOIN* Lean, tender beef sirloin 12oz 21.85

PEPPER ENCRUSTED SIRLOIN* Center-cut, sliced wood grilled sirloin, au poivre sauce 12oz 23.95

CHILE RUBBED DELMONICO* A tender Southwestern-accented favorite 12oz 24.95

SURF & TURF* Half pound lobster tail and 7oz bacon-wrapped filet 49.95

FILET & SHRIMP* Bacon-wrapped tenderloin, shrimp basted in Key lime butter 7oz 33.59 9oz 36.59

NEW YORK STRIP* Classic strip steak 14oz 29.99

ENHANCE YOUR ENTRÉE

- 1/2 POUND LOBSTER TAIL 23.00
- WOOD GRILLED SHRIMP 6.60
- CRAB CAKE 7.00 (1) 14.00 (2)

FIREBIRDS SPECIALTIES

WOOD GRILLED SALMON* Basted with Key lime butter, served with parmesan mashed potatoes, fresh vegetables 24.75

SESAME ENCRUSTED SALMON* Ginger mustard aioli, parmesan mashed potatoes, fried spinach 24.95

PARMESAN ENCRUSTED MAHI Tomato basil beurre blanc, parmesan mashed potatoes 25.75

AMERICAN KOBE BEEF MEATLOAF Portabella mushroom sauce, parmesan mashed potatoes, spiced pecan green beans 19.45

CILANTRO-GRILLED CHICKEN BREAST Crisp ranch rings and smoked tomato jack cheese sauce, parmesan mashed potatoes 18.95

FIREBIRDS CHICKEN PASTA Spicy Asiago cream sauce, applewood-smoked bacon, green onions, tomatoes 17.99

PINEAPPLE CHICKEN Citrus seasoned, grilled and topped with pineapple salsa, fresh vegetables 18.95

BABY BACK RIBS Java BBQ sauce, steak fries, cider slaw 25.99

HANDHELDS

All served with your choice of seasoned steak fries, tater tots, fresh fruit or cider slaw.

CHEESEBURGER* Tillamook sharp cheddar, lettuce, tomato, red onion, brioche bun 12.75 – add bacon for $1.25

DURANGO BURGER* Chile spiced, pepper jack cheese, pickles, fried onions, roasted garlic ranch dressing, brioche bun 13.95

SMOKEHOUSE CHICKEN Java BBQ sauce, applewood-smoked bacon, Tillamook sharp cheddar, red onion, brioche bun 13.50

SMOKEHOUSE BURGER* Java BBQ sauce, applewood-smoked bacon, Tillamook sharp cheddar, red onion, brioche bun 13.95

PORTABELLA SANDWICH Roasted red pepper, tomato, spinach, herbed goat cheese, balsamic drizzle, toasted baguette 12.40

FRENCH DIP* Our signature slow roasted prime rib on a toasted baguette, cider slaw 17.75

To reduce our carbon footprint, Firebirds uses recycled paper when possible.

Soups

BOWL 12oz 6.25

Every day
CHICKEN TORTILLA SOUP

Monday
CHICKEN AND VEGETABLE

Tuesday
SOUTHWEST POTATO

Wednesday
BEEF VEGETABLE BARLEY

Thursday
NEW ENGLAND CLAM CHOWDER

Friday
VEGETARIAN BLACK BEAN

Saturday
BEEF CHILI

Sunday
GRILLED CHICKEN CORN CHOWDER

COMPLEMENTS 6.00

PARMESAN MASHED POTATOES
SEASONED STEAK FRIES
TATER TOTS
FRESH VEGETABLES
SPICED PECAN GREEN BEANS
FRESH FRUIT
CIDER SLAW
LOADED RUSSET BAKED POTATO
SOUTHWEST AU GRATIN POTATOES
PORT MUSHROOMS

TEMPTATIONS 8.25

Perfect for sharing (serves 2-3)

CREME BRULÉE CHEESECAKE
WARM CHOCOLATE BROWNIE
KEY LIME PIE
BIG DADDY CHOCOLATE CAKE
CARROT CAKE

BEVERAGES

Alex's Lemonade Stand FOUNDATION FOR CHILDHOOD CANCER

ALEX'S FRESH SQUEEZED LEMONADE 3.95

For every Alex's Lemonade purchase, $1.25 will be donated to Alex's Lemonade Stand Foundation to help fight childhood cancer **Thanks to your generosity, we've donated more than 1 million dollars since 2012!**

Visit AlexsLemonade.org for more information.

ICED TEA 2.99
SEASONAL FLAVORED ICED TEA 2.99
Coca-Cola PRODUCTS 2.99
SAN PELLEGRINO SPARKLING WATER 3.50
FIJI NATURAL ARTESIAN WATER
500mL 3.50 1.0L 6.00
STRAWBERRY BASIL COOLER 2.99
WILD BERRY GINGER CRAFT SODA 2.99
TROPICAL RED BULL 2.99

IF YOU HAVE CERTAIN FOOD ALLERGIES, SOLUTIONS MAY BE OFFERED. IF YOU HAVE OTHER DIETARY NEEDS, PLEASE ASK FOR A MANAGER.
*Denotes items that are served raw or undercooked, and contain (or may contain) raw or undercooked ingredients. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.

Our Promise We cook only with the highest-quality ingredients – locally sourced when possible, always sustainable, and prepared from scratch.

'26 4 29 Liq. Dept AM 6:56

Shareables

Perfect for sharing (serves 2-4)

LOBSTER SPINACH QUESO Lobster, baby spinach, tomatoes, pepper jack cheese, tortilla chips 13.50

SMOKED CHICKEN WINGS Buffalo hot sauce, bleu cheese, celery 11.50

JALAPEÑO DEVILED EGGS Housemade candied bacon 8.35

RANCH RINGS Panko-breaded onions, roasted garlic ranch dressing 9.50

SEARED AHI TUNA* Mixed greens, San Saba Farms spiced pecans, spicy mustard sauce 14.99

CRAB CAKES Jumbo lump, Old Bay® Seasoning, tortilla slaw, mango habañero chutney 15.95

FIRED UP SHRIMP Flash fried shrimp tossed with a spicy Sriracha sauce 10.00

WOOD GRILLED SHRIMP Shrimp served with tortilla slaw, pineapple salsa and creamy cilantro lime sauce 13.50

Greens

CLASSIC SALADS

MIXED GREENS SALAD Tomatoes, San Saba Farms spiced pecans, jicama, cilantro-lime vinaigrette 8.50

BLT SALAD Applewood-smoked bacon, tomatoes, roasted garlic ranch dressing 8.50

CAESAR SALAD Shaved parmesan, chile-dusted croutons 8.50

SPINACH SALAD Applewood-smoked bacon, mushrooms, tomatoes, egg, balsamic vinaigrette 10.75

SOUP & SALAD Bowl of soup served with your choice of a small Caesar, BLT, Mixed Greens or Spinach salad 11.25

ADD TO ANY CLASSIC SALAD

- PORTABELLA MUSHROOM 5.60
- WOOD GRILLED CHICKEN 6.20
- CRAB CAKE 7.00 (1) 14.00 (2)
- WOOD GRILLED SHRIMP 6.60
- WOOD GRILLED SALMON* 7.75
- WOOD GRILLED TENDERLOIN* 8.75
- SEARED AHI TUNA* 8.85

FIREBIRDS SIGNATURE SALADS

COLORADO CHICKEN SALAD Wood grilled chicken, mixed greens, bleu cheese, San Saba Farms spiced pecans, dried cranberries, Granny Smith apples, raspberry chipotle vinaigrette 13.99

CHOPPED COBB SALAD Romaine and iceberg lettuce tossed with tomatoes and ranch dressing, topped with chopped crispy chicken tenders, sliced egg, smoked cheddar and crispy bacon pieces 13.80

SEARED TUNA SUPERFOODS SALAD* Seared and sliced sushi-grade tuna served over a bed of spinach, organic red quinoa, cucumbers, avocado, grilled corn, edamame and radish, tossed with avocado green goddess dressing 16.90

GRILLED SALMON SALAD* Wood grilled salmon, mixed greens, tomatoes, San Saba Farms spiced pecans, jicama, cilantro-lime vinaigrette 15.99

GRILLED TENDERLOIN SALAD* Mixed greens, bleu cheese crumbles, diced tomatoes, balsamic vinaigrette 16.99

GRILLED SHRIMP & STRAWBERRY SALAD Mixed greens, goat cheese, jicama, San Saba Farms spiced pecans, balsamic vinaigrette 16.40

Entrées

Add a small Classic Side Salad or cup of soup to any entrée for 4.99

HANDHELDS

All served with your choice of seasoned steak fries, tater tots, fresh fruit or cider slaw.

CHEESEBURGER* Tillamook sharp cheddar, lettuce, tomato, red onion, brioche bun 11.95 – add bacon for 1.25

DURANGO BURGER* Chile spiced, pepper jack cheese, pickles, fried onions, roasted garlic ranch dressing, brioche bun 12.99

SMOKEHOUSE CHICKEN Java BBQ sauce, applewood-smoked bacon, Tillamook sharp cheddar, red onion, brioche bun 12.25

SMOKEHOUSE BURGER* Java BBQ sauce, applewood-smoked bacon, Tillamook sharp cheddar, red onion, brioche bun 12.99

GRILLED CHICKEN SANDWICH Pepper jack cheese, lettuce, tomato, red onion, crisp pickle, brioche bun 11.95

DELMONICO STEAK SANDWICH* Lettuce, tomato, onion, brioche bun 13.95

TURKEY CLUB Jalapeño bread, roasted red pepper mayo, Tillamook sharp cheddar, applewood-smoked bacon, lettuce, tomato 12.65

PORTABELLA SANDWICH Roasted red pepper, tomato, spinach, herbed goat cheese, balsamic drizzle, toasted baguette 11.95

MAHI TACOS Grilled or crispy, cabbage, avocado pico, spicy Sriracha sour cream 13.75

SHRIMP TACOS Grilled or crispy, cabbage, pineapple salsa, spicy Sriracha sour cream 13.75

FRENCH DIP* Our signature slow roasted prime rib on a toasted baguette, cider slaw 16.99

FROM THE WOOD FIRED GRILL

All entrées are served with your choice of loaded baked potato, parmesan mashed potatoes or seasoned steak fries. Every Firebirds steak is aged 21 days and hand-cut daily.

FILET MIGNON* Center-cut, wrapped in applewood-smoked bacon 7oz 26.99 9oz 29.99

AGED RIBEYE* Traditional ribeye 12oz 23.99 14oz 27.99

CENTER CUT SIRLOIN* Lean, tender beef sirloin 7oz 15.35 12oz 21.85

PEPPER ENCRUSTED SIRLOIN* Center-cut, sliced wood grilled sirloin, au poivre sauce 7oz 14.50

CHILE RUBBED DELMONICO* A tender Southwestern-accented favorite 12oz 24.95

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- WOOD GRILLED SHRIMP 6.60
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SESAME ENCRUSTED SALMON* Ginger mustard aioli, parmesan mashed potatoes, fried spinach 16.75

FIREBIRDS CHICKEN PASTA Spicy Asiago cream sauce, applewood-smoked bacon, green onions, tomatoes 12.99

AMERICAN KOBE BEEF MEATLOAF Portabella mushroom sauce, parmesan mashed potatoes, spiced pecan green beans 14.70

PINEAPPLE CHICKEN Citrus seasoned, grilled and topped with pineapple salsa, fresh vegetables 12.99

CILANTRO-GRILLED CHICKEN BREAST Crisp ranch rings and smoked tomato jack cheese sauce, parmesan mashed potatoes 12.99

BABY BACK RIBS Java BBQ sauce, steak fries, cider slaw 14.95

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BOWL 12oz 6.25

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CHICKEN TORTILLA SOUP

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CHICKEN AND VEGETABLE

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SOUTHWEST POTATO

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BEEF VEGETABLE BARLEY

Thursday
NEW ENGLAND CLAM CHOWDER

Friday
VEGETARIAN BLACK BEAN

Saturday
BEEF CHILI

Sunday
GRILLED CHICKEN CORN CHOWDER

COMPLEMENTS 6.00

PARMESAN MASHED POTATOES
SEASONED STEAK FRIES
TATER TOTS
FRESH VEGETABLES
SPICED PECAN GREEN BEANS
FRESH FRUIT
CIDER SLAW
LOADED RUSSET BAKED POTATO
SOUTHWEST AU GRATIN POTATOES
PORT MUSHROOMS

TEMPTATIONS 8.25

Perfect for sharing (serves 2-3)

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WARM CHOCOLATE BROWNIE
KEY LIME PIE
BIG DADDY CHOCOLATE CAKE
CARROT CAKE

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500mL 3.50 1.0L 6.00
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*Denotes items that are served raw or undercooked, and contain or may contain raw or undercooked ingredients. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.

Liquor Licenses within One Mile – Firebirds Wood Fired Grill

Applicant Address: 14848 W. McDowell Rd., Goodyear, AZ 85395

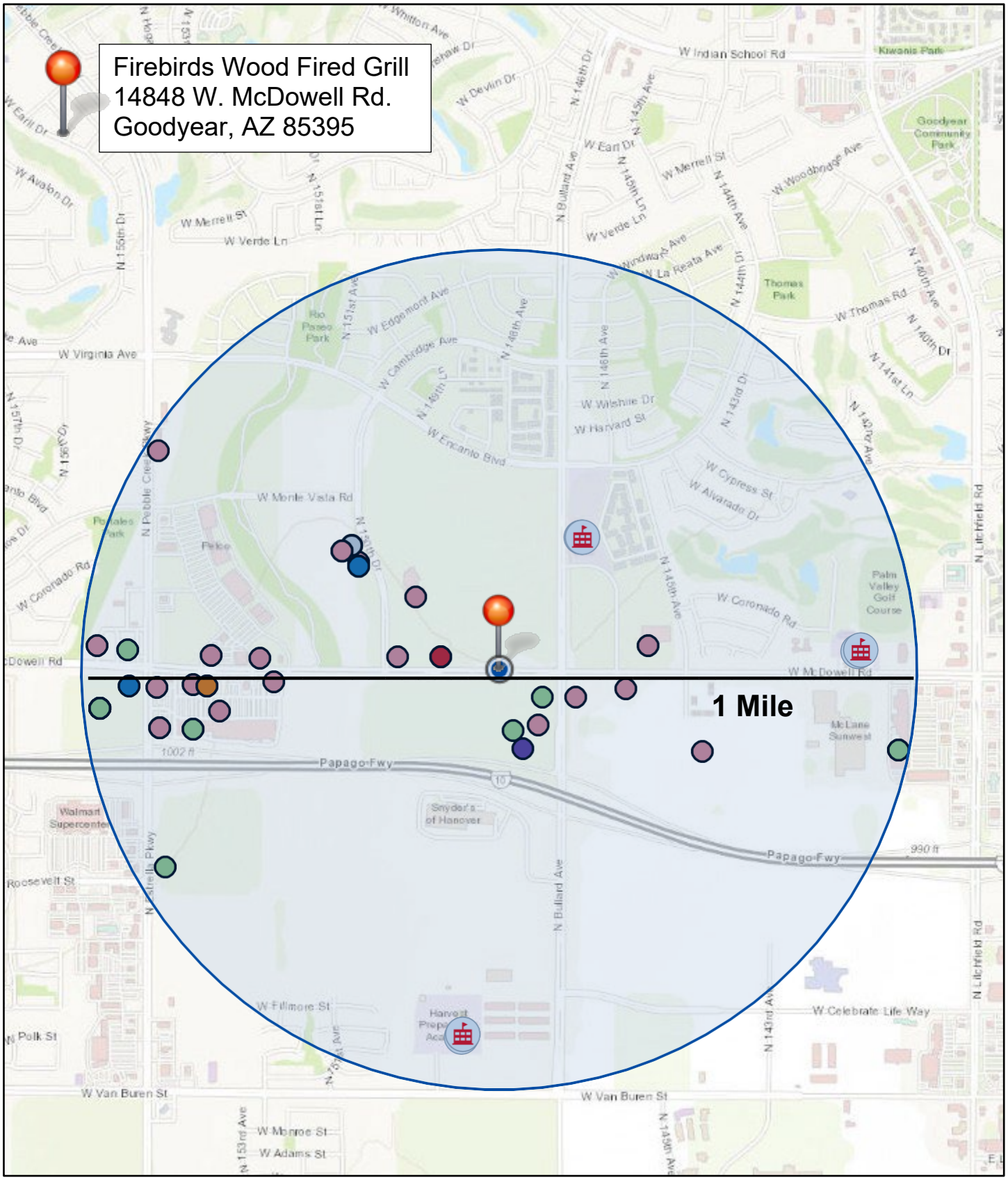
Liquor Establishments			
Business Name	**Address**	**Distance from Applicant Address**	**License Series**
QUIKTRIP #1417	1540 N BULLARD AVE.	650.45 ft.	10
BJ'S RESTAURANT & BREWHOUSE	14950 W MCDOWELL RD.	748.54 ft.	12, 12G
TRU BY HILTON GOODYEAR	1430 N BULLARD AVE.	783.93 ft.	10
BUBBA'S 33	1460 N BULLARD AVE.	855.35 ft.	12
PF CHANG'S CHINA BISTRO	14681 W MCDOWELL RD.	1,028.42 ft.	12
SPRINGHILL SUITES BY MARRIOT GOODYEAR	1370 N BULLARD AVE.	1,033.27 ft.	11
CHEDDARS SCRATCH KITCHEN	15030 W MCDOWELL RD.	1,289.61 ft.	12
HARKINS THEATRES AT ESTRELLA FALLS	15010 W MCDOWELL RD.	1,388.67 ft.	12
RED ROBIN AMERICA'S GOURMET BURGERS	14551 W MCDOWELL RD.	1,616.16 ft.	12
LIFE TIME FITNESS	14540 W MCDOWELL RD.	1,911.92 ft.	12
COPPER & SAGE GSQ	1975 N GLOBE DR.	2,212.43 ft.	12
BACCHUS WINE BAR	1975 N GLOBE DR.	2,212.43 ft.	7
THE STILLERY	1971 N GLOBE DR.	2,232.61 ft.	12
SPITZ MEDITERRANEAN STREET FOOD	2015 N GLOBE DR.	2,435.00 ft.	12
OVER EASY	1845 N GLOBE DR.	2,483.02 ft.	12
SHAKE SHACK #1515	1675 N GLOBE DR.	2,483.02 ft.	12
HIGH TIDE	1845 N GLOBE DR. BLDG 2	2,483.02 ft.	12
TEXAS ROADHOUSE	15255 W MCDOWELL RD.	2,853.50 ft.	12
OREGANO'S PIZZA BISTRO	15280 W MCDOWELL RD.	3,027.95 ft.	12
RED LOBSTER #6342	15311 W MCDOWELL RD.	3,575.46 ft.	12
ARRIBA MEXICAN GRILL	15370 W MCDOWELL RD.	3,639.70 ft.	12
POPO'S FIESTA DEL SOL	15375 W MCDOWELL RD.	3,702.56 ft.	12, CTG
OLIVE GARDEN ITALIAN RESTAURANT #1773	15411 W MCDOWELL RD.	3,871.71 ft.	12
BEVMO	15405 W MCDOWELL RD.	3,935.25 ft.	9, 9S
RUBIO'S FRESH MEXICAN GRILL #225	15479 W MCDOWELL RD.	4,336.11 ft.	12
AH-SO SUSHI & STEAK	15475 W MCDOWELL RD.	4,342.95 ft.	12
BARRO'S PIZZA	15475 W MCDOWELL RD.	4,342.95 ft.	12
CIRCLE K STORE #9528	15535 W MCDOWELL RD.	4,673.58 ft.	9
WALGREENS #12334	1654 N PEBBLE CREEK PRKY	4,695.86 ft.	10
7-ELEVEN #47390A	1025 N ESTRELLA PRKY	4,886.16 ft.	10
WINCO FOODS #130	15581 W MCDOWELL RD.	5,068.72 ft.	9, 9S
CHIPOTLE MEXICAN GRILL #5637	15600 W MCDOWELL RD.	5,081.27 ft.	12
AKAIHANA SUSHI & GRILL	2293 N PEBBLE CREEK PRKY	5,110.45 ft.	12
TOTAL WINE & MORE #1008	1416 N LITCHFIELD RD.	5,152.25 ft.	9, 9S

Schools		
Business Name	**Address**	**Distance from Applicant Address**
Archway Trivium West	2001 N Bullard Ave	1,960.19 ft
Archway Trivium East	14130 W Mcdowell Rd	4,533.54 ft
Somerset Academy Skyway Campus	14900 W Van Buren St	4,641.23 ft

Series Legend

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

Liquor License Evaluation Map



5/21/26, 3:19:17 PM

1:24,254

0.17 0.35 0.7 mi

0.28 0.55 1.1 km

Liquor Licenses

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

Schools

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

ITEM #: 3.
DATE: 06/22/2026
AI #:3396

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE UPDATED SALARY RANGE FOR FIRE AND POLICE COMMAND STAFF

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

SUMMARY

City Council is being asked to approve updated salary ranges for the Deputy Fire Chief and Police Commander classifications.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the updated salary ranges to ensure market-competitive compensation before beginning the recruitment process for a new Deputy Fire Chief and a new Police Commander, as authorized in the fiscal year (FY) 2027 budget. (Lyman Locket, Human Resources Director)

FISCAL IMPACT

Movement of salary ranges will not have immediate fiscal impact.

BACKGROUND AND PREVIOUS ACTIONS

In accordance with Administrative Policy #100 – Position Classification, the city periodically conducts market surveys to assess how our compensation compares to similar organizations. Any changes resulting from these market studies must be approved by Council. The city typically conducts these reviews as part of a citywide comprehensive market study. Our most recent study was completed in 2021, and the next comprehensive survey will begin in July 2026 and conclude in January 2027.

With the approval of two new positions in the FY27 budget, we are preparing to recruit for a Deputy Fire Chief and a Police Commander. To ensure these positions are competitively market-aligned prior to recruitment, we conducted a preliminary market analysis. Based on this review, we are recommending updates to the salary ranges for both classifications.

STAFF ANALYSIS

Approval of the updated salary ranges will ensure our compensation remains competitive with our 11 benchmark cities. The preliminary market analysis indicates that both the Deputy Fire Chief and Police Commander classifications are currently below market averages, which could hinder our ability to attract high-quality candidates for these newly approved FY27 positions. Updating the ranges at this time supports a successful recruitment process, aligns compensation with current market conditions, and maintains the city's commitment to offering competitive and equitable pay.

The chart below outlines the current salary ranges and the proposed salary ranges for the Deputy Fire Chief and Police Commander classifications.

Deputy Fire Chief

	Range Minimum	**Range Maximum**
Goodyear Current Range	$ 161,171	$ 192,990
Goodyear New Proposed Range	**$ 185,347**	**$ 221,939**

Police Commander

	Range Minimum	**Range Maximum**
Goodyear Current Range	$ 164,777	$ 202,238
Goodyear New Proposed Range	**$ 173,016**	**$ 212,350**

ITEM #: 4.
DATE: 06/22/2026
AI #:3304

CITY COUNCIL ACTION REPORT

SUBJECT: ADOPTION OF PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM (PSPRS) FISCAL YEAR (FY) 2027 PENSION FUNDING POLICY

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

SUMMARY

Adoption of the (PSPRS) FY2027 Pension Funding Policy

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

RECOMMENDATION

Adopt the Public Safety Personnel Retirement System FY2027 Pension Funding Policy. (Ryan Bittle, Deputy Director of Finance)

FISCAL IMPACT

Adoption of this policy maintains all of our current budgetary practices related to pension funding.

BACKGROUND AND PREVIOUS ACTIONS

With the 2018 passing of House Bill 2097, every governing body of a PSPRS plan is required to pass a Pension Funding Policy no later than June 30th of each year and post the policy on the governing body's website. Council has adopted the Pension funding policies for each year beginning with FY2019. Last year's adopted policy was revised to allow discretion in the amount of prepayment.

There are no proposed changes to the FY2026 policy adopted by Council last year. The "City of Goodyear Public Safety Personnel Retirement System FY2027 Pension Funding Policy" is based upon the model policy created by the League of Arizona Cities and meets all requirements of state law.

STAFF ANALYSIS

To fulfill the statutory requirements of Arizona Revised Statute 38-863.01, the city must annually enact a policy to outline and communicate the Council's pension funding objectives as follows: Beginning on or before July 1, 2019, each governing body of an employer shall annually:

1. Adopt a pension funding policy for the system for employees who were hired before July 1, 2017. The pension funding policy shall include funding objectives that address at least the following:
    - How to maintain stability of the governing body's contributions to the system.
    - How and when the governing body's funding requirements of the system will be met.
    - Define the governing body's funded ratio target under the system's actuarial valuation report.
2. Formally accept the employer's share of the assets and liabilities under the system based on the system's actuarial valuation report.
3. Post the pension funding policy on the governing body's public website.

The Public Safety Personnel Retirement System FY2027 Pension Funding Policy is included as Attachment A.

Attachments

Attachment A - FY27 PSPRS Funding Policy

City of Goodyear
Public Safety Personnel Retirement System
FY2027 Pension Funding Policy
(June 22, 2026)

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the City and to comply with statutory requirements of Arizona Revised Statute 38-863.01.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The City's police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to comingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual

actuarial valuation. The City of Goodyear has two trust funds, one for police employees and one for fire employees.

Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2025 actuarial valuation, which are detailed below.

FY2027

Trust Fund*	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Goodyear Police	$88,115,573	$99,600,551	$11,484,978	88.46%
Goodyear Fire	$96,044,682	$101,882,992	$5,838,310	94.26%
City of Goodyear Totals	$184,160,255	$201,483,543	$17,323,288	91.40%

*Includes Pension and Health for Tiers I & II

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity.

The Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2039. Council established this goal for the following reasons:

- The PSPRS trust funds represent only the City of Goodyear's liability
- The fluctuating cost of an UAAL causes strain on the City's budget, affecting our ability to provide services
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity

Council has taken the following actions to achieve this goal:

- Maintain ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds.
- Prepayment of both the Employer and Employee ARC may be made at the discretion of the Finance Director. Any remaining prepayment amount will be applied against the UAAL at the end of the fiscal year per PSPRS administrative practice.
- Consideration of additional funding appropriations from the general fund are reviewed annually and approved by the Council.

Based on these actions the Council plans to achieve its goal of 100% funding by June 30, 2039, in accordance with the amortization timeline set forth by the PSPRS June 30, 2025 Actuarial Valuation.

ITEM #: 5.
DATE: 06/22/2026
AI #:3336

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) PROJECT AGREEMENT FOR CIP 42026 ESTRELLA PKWY

STAFF PRESENTER(S): Logan Hopp, Deputy Director Engineering

SUMMARY

The Project Agreement defines the responsibilities of the city and MAG for the design, acquisition of right of way, construction and financing of the Project, as established in the Arterial Life Cycle Program (ALCP). This agreement establishes regional reimbursement in Fiscal Year (FY) 2031-2035 for total reimbursement of approximately $30,799,645 utilizing Proposition 479 funding, associated with CIP project #42026: Estrella Parkway: Vineyard to MC-85.

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

INFRASTRUCTURE

RECOMMENDATION

Approve the Arterial Life Cycle Project Agreement, Estrella Parkway: MC 85 to Vineyard Avenue, Project Agreement No. 1-GDY-26-RTP-001, with Maricopa Association of Governments and providing authorization and direction to the City Manager, or their designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Logan Hopp, Deputy Director of Engineering)

FISCAL IMPACT

Under the terms of the Project Agreement No.1-GDY-26-RTP-001, the city remains responsible for all project costs for CIP #42026 (current total estimate of $111,412,100). Under this agreement, MAG will reimburse the city up to $30,799,645, representing the regional share associated with the Estrella Bridge improvements. The reimbursement is programmed by MAG across FY31–FY35 per Recital G and subject to established Arterial Lifecycle Program policies. The project is fully funded in the city's CIP and will proceed independent of reimbursement timing.

BACKGROUND AND PREVIOUS ACTIONS

At the September 26, 2022 Regular meeting, Council authorized the expenditure of funds for the Estrella Bridge project in an amount not to exceed $3,700,000.

At the February 27, 2023 Regular meeting, Council authorized the expenditure of design funds for Construction Manager At Risk (CMAR) Pre-construction services on the Estrella Parkway and Bridge project not to exceed $562,600.

At the September 18, 2023 Work Session, staff evaluated the original scope and recent recommendations from the Transportation Master Plan (TMP) Consultant and recommended solutions for both Camelback Road Widening and Estrella Parkway/Bridge Widening projects. Council provided feedback on the proposed recommendations.

At the February 12, 2024 Regular meeting, Council authorized the expenditure of design funds up to $5,500,000 for Capital Improvement Program (CIP) Project #42026 – Estrella Parkway – Vineyard Avenue to MC85 (Estrella Bridge).

At the May 19, 2025 Regular meeting, Council adopted Resolution No. 2025-2465 authorizing the acquisition of real and personal property interests needed for the Estrella Parkway Vineyard Avenue to MC85 Improvements Project.

At the June 9, 2025 Special meeting, Council adopted Resolution No. 2025-2475, which authorized the expenditure of funds up to $111,412,100 for design and construction of Estrella Parkway Vineyard Avenue to MC85 Improvement Project (CIP #42026).

STAFF ANALYSIS

MAG is the regional planning agency for Maricopa County, and governed by a regional council, which includes the Mayor or Chief Executive of each member agency (“Regional Council”). Pursuant to state law, MAG has developed, and the necessary parties have approved, a twenty-five year comprehensive, performance based, multimodal and coordinated Regional Transportation Plan (“RTP”) and Regional Strategic Transportation Infrastructure Investment Plan (“RSTIIP”) in the county. The arterial street component of the RSTIIP includes major arterial streets (“Arterial Street Improvements”) with a revenue allocation. In November 2024, the voters of Maricopa County approved the continuation of a transaction excise tax for the purpose of implementing the RSTIIP. MAG is required by state law to adopt a program that provides for life cycle management for the funding and programming of the Arterial Street Improvements (“Arterial Life Cycle Program”).

The FY2026 ALCP includes an arterial capacity improvement project on Estrella Parkway from Maricopa County (MC) 85 to Vineyard Avenue (“Project”). The regional share in this Agreement, which is the funding from MAG referenced in the Project Agreement, and the Project Narrative are subject to change in the annually adjusted ALCP. The Project will be designed and constructed in accordance with the standards adopted by the city.

Staff recommends approving and authorizing the execution of the ALCP Project Agreement (Attachment A) between MAG and the city of Goodyear for funding reimbursement related to arterial capacity improvement project on Estrella Parkway from Maricopa County (MC) 85 to Vineyard Avenue, allowing the CIP Project #42026 to proceed.

Attachments

Attachment A - ALCP MAG Project Agreement

MARICOPA ASSOCIATION OF GOVERNMENTS
ARTERIAL LIFE CYCLE PROGRAM
PROJECT AGREEMENT

ESTRELLA PARKWAY: MC 85 TO VINEYARD AVENUE
Project Agreement No. 1-GDY-26-RTP-001
ALCP Project # GDY-26-RTP-001
MAG TIP Project # GDY26-001PD, GDY26-001D, GDY26-001R

This Agreement ("Agreement") by and between the Maricopa Association of Governments ("MAG") and the City of Goodyear ("City"), an Arizona Municipal Corporation, will become effective on the day which it is executed by the MAG Executive Director. MAG and the City are referred to in this Agreement each individually as a "Party" and collectively as the "Parties."

RECITALS

A. MAG is the regional planning agency for Maricopa County. MAG is governed by a regional council, which includes the mayor or chief executive of each member agency ("Regional Council"). Pursuant to state law, MAG has developed, and the necessary parties have approved, a twenty-five year comprehensive, performance based, multimodal and coordinated Regional Transportation Plan ("RTP") and Regional Strategic Transportation Infrastructure Investment Plan ("RSTIIP") in the county. The arterial street component of the RSTIIP includes major arterial streets ("Arterial Street Improvements") with a revenue allocation.

B. In November 2024, the voters of Maricopa County approved the continuation of a transaction excise tax for the purpose of implementing the RSTIIP.

C. MAG is required by state law to adopt a program that provides for life cycle management for the funding and programming of the Arterial Street Improvements ("Arterial Life Cycle Program"). On March 26, 2025, the Regional Council approved the Arterial Life Cycle Program ("ALCP") Policies and Procedures ("Policies and Procedures"). The Policies and Procedures are fully incorporated by this reference into this Agreement. Copies of the Policies and Procedures are available from MAG. Capitalized terms that are not defined in this Agreement have the meaning set forth in the Policies and Procedures. On June 25, 2025, the Regional Council approved the Fiscal Year ("FY") 2026 ALCP. On March 25, 2026, the Regional Council approved an update to the FY 2026 ALCP.

D. Funds for the ALCP are administered by the Arizona Department of Transportation ("ADOT") through its Regional Area Road Fund ("RARF") sub-account for arterial streets. Funds will be disbursed by ADOT upon the presentation of an invoice approved by MAG as provided in this Agreement.

E. The FY 2026 ALCP includes an arterial capacity improvement project on Estrella Parkway from Maricopa County (MC) 85 to Vineyard Avenue ("Project"). The Project is described in greater detail in the Project Narrative submitted by the City, dated July 7, 2025, and on file in the offices of the City and MAG. The regional share in this Agreement and the Project Narrative are subject to change in the annually adjusted ALCP.

F. The Project will be designed and constructed in accordance with the standards adopted by the City.

G. The regional reimbursement schedule for the Project are as follows:

Type of Work	Fiscal Year of Work	Regional Reimbursement	Fiscal Year for Reimbursement
Construction	2026	$2,267,341.10	2031
Construction	2026	$6,802,023.30	2032
Construction	2026	$14,416,670.00	2033
Construction	2026	$2,437,870.20	2034
Construction	2026	$4,875,740.40	2035
Total Programmed for Reimbursement		$30,799,645.00	

H. The regional reimbursement, when applicable, will be expressed in current year dollars. Adjusted costs will be incorporated into the ALCP and by reference into this Agreement. Cost adjustments, for inflation and modifications to reimbursement amounts and years as approved by the MAG Regional Council will be incorporated by reference into this agreement and don't require modification.

I. The Parties are authorized to enter into this Agreement by the provisions of Arizona Revised Statutes Section 28-6301 et seq.

AGREEMENTS

NOW, THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Purpose. The purpose of this Agreement is to identify and define the responsibilities of

the City and MAG for the design, acquisition of right of way, construction and financing of the Project, as established in the ALCP.

B. Responsibilities of the Parties.

1. MAG's Responsibilities. MAG agrees to:

a. Administer the ALCP, pursuant to the Policies and Procedures;

b. Provide to the City the required format for submitting requests for payment, invoices, progress reports, and backup documentation;

c. Review invoices within 45 days after receipt from the city and approve invoices for the project to be reimbursed with Regional Area Road Funds, , subject to the terms of this Agreement;

d. Submit the approved Request for Payment form to ADOT for payment by ADOT to the City. The payments from ADOT to the City will be based on the reimbursement amounts and schedule as noted in the Recitals, Section G. The basis for payment to the City shall be reimbursement for costs in conformance with the ALCP and the Policies and Procedures.

2. City's Responsibilities. The City agrees to:

a. Be responsible for all project costs and submit invoices to MAG for reimbursement. The City will: 1) be responsible for the completion of all surveys, design, plans and specifications, including contractor selection documents; 2) conduct contractor selection process(es), award contract(s) for construction pursuant to the applicable laws, and provide necessary construction management and inspections; 3) if necessary, purchase or condemn right of way required for the completion of the Project; 4) be responsible for ensuring all utility relocations are completed, and 5) review and approve invoices from its contractors and subcontractors before submitting an invoice to MAG;

b. Abide by the Policies and Procedures throughout the completion of the Project.

d. Obtain appropriate indemnifications and insurance from all contractors and subcontractors involved in the Project;

e. Be responsible for all Project costs in excess of the maximum amount of the regional funds allocated for the Project. The amount of funds to be paid to

the City pursuant to this Agreement will not exceed the allocated regional funds. The allocated regional funds are expressed in current year dollar amount in which the Regional Funds are first programmed. The Regional Funds may be adjusted for inflation pursuant to the procedure set forth in the Policies and Procedures;

f. Post signage at the project's construction site in a design of the City's choosing clearly stating the use of voter approved Proposition 479 regional funding in delivering the Project using the phrase "PROP 479 AT WORK";

g. Provide invoices and progress reports to MAG pursuant to the Project schedule provided in the Project Narrative;

h. Otherwise comply with all requirements of this Agreement; and

i. The City's authorized representative to sign, approve and submit invoices to MAG is the City's Engineering Department Director or designee.

C. Records and Audit Rights. The City's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by MAG to substantiate charges and claims related to this Agreement shall be open to inspection and subject to audit and/or reproduction by authorized representatives of MAG, the ADOT and/or the Auditor General of the State of Arizona (collectively "Auditors"), as applicable to the extent necessary to adequately permit evaluation and verification of the performance and cost of the work, and to conduct and prepare all audits and reports required by law. Auditors shall be afforded access, at reasonable times and places, to all of the City's records and personnel, pursuant to the provisions of this Section, throughout the term of this Agreement, and for a period of five (5) years after last or final payment.

D. Term and Termination. The Agreement is valid through the payment of the final invoice by ADOT to the City for completion of the Project, as noted in the regional reimbursement schedule of the Recitals, Section G, subject to change based on the current Regional Council-approved ALCP unless terminated earlier as specifically provided herein.

1. Termination by MAG. MAG reserves the right to terminate this Agreement in the event that MAG determines, in its reasonable discretion, that local or regional funds are not available to meet the City's financial responsibilities in regard to the Project or in the event of an act of God or act of war or terror that makes continuation of work pursuant to this Agreement no longer in the public interest. MAG will give sixty (60) days advance written notice of such termination, unless such notice is impracticable, in which case MAG will provide such notice as is reasonably practicable under the circumstances. In the event of such termination, MAG will

recommend to ADOT that it reimburse the City as provided in this Agreement, for work satisfactorily performed to the date of termination.

MAG also reserves the right to terminate this Agreement once the Project is eligible for reimbursement in the following circumstances: 1) no Material Project Reimbursement Request ("MPRR") has been submitted to MAG for a period of at least eighteen (18) months from the date of the last Project Reimbursement Request ("PRR"), or the effective date of this Agreement, whichever is later; 2) no Substantial Project Reimbursement Request ("SPRR") has been submitted to MAG for a period of thirty (30) months from the date of the last PRR, or the effective date of this Agreement, whichever is later; or 3) in the event of a Material Project Change.

2. Termination by the City. The City reserves the right to terminate this Agreement in the event that the City determines, in its reasonable discretion, that local funds are not available to meet the City's financial responsibilities in regard to the Project or in the event of an act of God or act of war or terror that makes continuation of work pursuant to this Agreement no longer in the public interest. The City will give sixty (60) days advance written notice of such termination, unless such notice is impracticable under these circumstances, in which case the City will provide such notice, as is reasonably practicable.

3. Termination by Mutual Consent. The Parties may terminate this Agreement by mutual consent in the event that they determine that such termination is in furtherance of the goals of the Arterial Life Cycle Program and is in the best interests of the Parties.

4. In the event of termination pursuant to this Section "D," the City agrees that it will leave the Project in condition that is safe for use by the public.

E. Availability of Funds. Each Party's obligations under this Agreement are conditioned upon the availability of funds, appropriated or allocated, for the payment of such obligation. No liability shall accrue to MAG in the event MAG declines to review and/or approve invoices for payment on the basis that funds are not available for payment of such invoices and MAG terminates the Agreement in accordance with Section D.1.

F. Indemnification. Each Party to this Agreement ("Indemnitor") agrees to defend, indemnify and hold harmless the other Party, and such Party's officers, officials, employees agents, and directors (collectively the "Indemnitee") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys fees and costs of defense and appellate appeal) (collectively "Claims"), which may be imposed upon, incurred by or asserted against the Indemnitee, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, error, or

omission of any agent, officer, servant, or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable, in the performance of this Agreement.

G. Conflict of Interest. This Agreement is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. § 38-511.

H. Ownership of Improvements upon Termination. Ownership of the Project and the improvements constructed under this Agreement shall be vested in the City.

I. General Provisions.

1. INCORPORATION OF RECITALS. The Recitals are acknowledged by the Parties to be substantially true and correct and hereby incorporated as agreements of the Parties.

2. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

3. OFFICIAL COPIES. Upon date of execution by the MAG Executive Director, the City shall receive a signed copy of the agreement within fourteen (14) days of execution.

4. ARIZONA LAW. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

5. MODIFICATION. Except as otherwise specifically provided in this Agreement, any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only after written approval of all Parties.

6. ATTORNEY'S FEES. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default of this Agreement, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, as determined by the arbitrator or court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment.

7. NOTICES. All notices or demands required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or such other address

as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to the City of Goodyear:

City Engineer
City of Goodyear
986 S Litchfield Road
Goodyear, AZ 85338
Tel: (623)-932-3005

If to MAG:

Executive Director
Maricopa Association of Governments
302 N. First Avenue
Suite 200
Phoenix, Arizona 85003
Tel: (602) 254-6300

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United State Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Any requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission. E-mail is not an acceptable means for meeting the requirements of this section unless otherwise agreed in writing.

8. FORCE MAJEURE. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

9. ADVERTISING. No advertising or publicity concerning MAG using any contractor's or subcontractor's services shall be undertaken without prior written approval of such advertising or publicity by MAG's Executive Director.

10. COUNTERPARTS. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.

11. CAPTIONS. The captions used in this Agreement are solely for the convenience of the Parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

12. SEVERABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

13. AUTHORITY. Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

14. E-VERIFY.

a. Warrant of Compliance. Pursuant to the provisions of A.R.S. §41-4401, each Party warrants to the other that it is in compliance with all Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A).

b. Breach of Warranty. A breach of this warranty by a Party or any of its subcontractors will be considered a material breach of this Agreement and may entitle the non-breaching party to remedies up to and including termination of this Agreement or any subcontract.

c. Right to Inspect. Each Party retains the legal right to inspect the papers of any employee who works on this Agreement or any subcontractor to ensure compliance with the warranty given above.

d. Random Verification. Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.

e. Federal Employment Verification Provisions – No Material Breach. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23- 214(A).

f. Inclusion of Article in Other Contracts. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers. (The order for obtaining the signatures is as follows: the MAG General Counsel, the appropriate representative of the City, and the MAG Executive Director).

MAG:

Maricopa Association of Governments, an Arizona non-profit Corporation

_____
Date

By: _____
Audra Koester Thomas
Executive Director

City of Goodyear:

Jurisdiction Of Goodyear, An Arizona Municipal Corporation

_____
Date

By: _____
Bryan Langley,
City Manager

ATTEST:

_____
Jasmine Pernicano, City of Goodyear Clerk

Approved as to form:

By: _____
MAG General Counsel

Reviewed as to form:

By: _____
City of Goodyear Attorney

4930-1977-4737 v1 [53637-1]

ITEM #: 6.
DATE: 06/22/2026
AI #:3339

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF A FIRST AMENDMENT TO THE MASTER TRANSIT SERVICES AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) FOR FISCAL YEAR (FY) 2027

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

SUMMARY

The Master Transit Services Agreement Amendment will renew the Regional Public Transit Authority's (RPTA) obligation through Valley Metro operational services to provide Route 562 commuter express bus trips at the Goodyear Park and Ride, regional fixed route bus service on Route 3 (Van Buren Street) and Route 17 (McDowell Road), and Paratransit/Americans with Disabilities Act (ADA) services via Dial a Ride and RideChoice. The city's estimated cost to continue the provision of transit services in Goodyear for FY2027 is $235,694.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the first amendment to the Master Transit Services Agreement with the RPTA and providing authorization and direction to the City Manager, or their designee, to take actions and execute documents necessary to carry out the intent of the Agreement and approve the related FY2027 budget transfer. (Christine McMurdy, Project Management Coordinator)

FISCAL IMPACT

The FY2027 total cost of the city's share of services under this amendment is $235,694 for RideChoice service. The FY2027 cost to continue Regional Paratransit (Dial-a-Ride) service is completely funded by a combination of fares and federal operating assistance (FTA). The regional fixed route bus and commuter express bus service continue to be fully funded by the regional transportation tax (Proposition 400/479).

The city's FY2027 RideChoice cost is included the approved FY2027 budget. At the end of every fiscal year, RPTA reconciles costs with a subsequent true-up of actual versus estimated

costs. Accordingly, the FY2027 budget includes contingency, if necessary.

BACKGROUND AND PREVIOUS ACTIONS

At the June 23, 2025 Regular Council Meeting, Council approved the Master Transit Services Agreement, Contract No. 25-0698, with RPTA. In addition to Regional Paratransit services, this amendment continues existing regional fixed route bus (Routes 3 and 17) and commuter express bus (Route 562) services through June 30, 2027.

STAFF ANALYSIS

Regional Paratransit service is required to be provided within three-quarter miles of regional fixed route services (Routes 3 and 17). Schedule C of the Transit Services Amendment shows that after applying estimated fare revenue from FY2027 and federal operating assistance, the city is not required to contribute any additional funds toward Regional Paratransit service in Goodyear.

Schedule D refers to the RideChoice program. RideChoice is available citywide to ADA certified residents of Goodyear that need a trip to work, school or medical appointments. There are program options for Goodyear residents based on how often and how far they need to travel. The base program costs $3 for up to 8 miles, with any additional miles costing $2 per mile. There is also a mileage-based option that allows customers to travel up to 400 miles per month, for trips of up to 50 miles in length, for $3 per trip. Valley Metro estimates that Goodyear will provide at least 10,660 RideChoice trips in FY2027. After estimated fare revenue and federal operating assistance is applied to the estimate, the cost of service for FY2027 is $235,694.

The Maricopa Association of Governments (MAG) continues to develop the guidelines for programming transit operations under Proposition 479 and expects to implement the new guidance in FY2028. Staff will provide an update on any new guidance or changes to the transit program ahead of the FY2028 budget process.

Staff recommends approving the first amendment to Master Transit Services Agreement with the RPTA (Attachment A).

Attachments

Attachment A - RPTA Transit Services Amendment

TRANSIT SERVICES AMENDMENT
BETWEEN
THE CITY OF GOODYEAR
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
Contract # 136-75-2027-01

THIS AMENDMENT dated this 1st day of July, 2026, amends the following items of the Transit Services Agreement Contract # 136-75-2026 entered into between the City of Goodyear and the Regional Public Transportation Authority dated the 1st day of July 2025.

The following Schedules replace and supersede those Schedules of the agreement entered into July 1, 2025.

The attached Schedule A replaces Schedule A entered into July 1, 2025.

The attached Schedule B replaces Schedule B entered into July 1, 2025.

The attached Schedule C replaces Schedule C entered into July 1, 2025.

The attached Schedule D replaces Schedule D entered into July 1, 2025.

The attached Schedule E replaces Schedule E entered into July 1, 2025.

All other terms of the Agreement remain unchanged and in full force and effect.

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

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____
Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Michael Wawro, Chief Legal Officer

CITY OF GOODYEAR

By: _____
Bryan Langley, City Manager

APPROVED AS TO FORM:

By: _____
Roric Massey, City Attorney

FILED:

By: _____
Jasmine Pernicano, City Clerk

SCHEDULE "A" - REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

Regionally Funded Fixed Route Bus Service **$417,424.00** (including express)

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

FY27 Fixed Route Bus Estimate
RPTA Operated Service
PTF Funded

Funding	PTF
HASTUS	Good

Route	Level	Annual Miles	Gross Cost	Fares	PM	Oper Assist	Net Cost
562	W	7,073	$231,662	($5,589)	($4,208)	($110,933)	$ 110,933
Grand Total		**7,073**	**$231,662**	**($5,589)**	**($4,208)**	**($110,933)**	**$110,933**

FY27 Fixed Route Bus Estimate
Phoenix Operated in the City of Goodyear
PTF Funded

Funding	PTF
HASTUS	Good

Route	Level	Annual Miles	Gross Cost	Fares	PM	Oper Assist	Net (PTF) Cost
3*	W	1,652	$21,519	($87)	($1,354)	(10,039)	$10,039
3*	S	168	2,194	-	(138)	(1,028)	$1,028
17*	W	46,107	600,723	(22,443)	(37,791)	(270,245)	$270,245
17*	S	4,388	57,167	(3,212)	(3,596)	(25,179)	$25,179
Grand Total		**52,315**	**$681,603**	**($25,742)**	**($42,879)**	**($306,491)**	**$306,491**

*** Service operated by Phoenix. All information related to mileage, costs, fares, and federal revenues (PM and Operating Assistance) are provided by City of Phoenix. Operating Assistance subject to fund availability.**

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

For the period from July 1, 2026 through June 30, 2027, Member will pay RPTA a total of **$0.00** for the provision of fixed route bus services. This payment will be broken into monthly installments of **$0.00** which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY27 Fixed Route Bus Estimate
RPTA Operated Service Funded by the City of Goodyear

Goodyear Funded
None

SCHEDULE "C" – ADA MANDATED PARATRANSIT SERVICE COST ESTIMATE

For the period from July 1, 2026, through June 30, 2027, Member will pay RPTA a total of **$0.00** for the provision of paratransit services. This payment will be broken into monthly installments of **$0.00,** which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY27 Paratransit Service
Funded by City of Goodyear

	Paratransit
Trips	
Paratransit ADA Trips	721
Paratransit Non-ADA Trips	-
Total	721
Cost:	
Contractor Transportation Cost	$68,504
RPTA Salaries, Fringes & OHD	$4,850
Total Gross Program Cost	$73,354
Total Fare Revenue	($2,887)
Federal Operating Assistance	($35,234)
Total Net Program Cost Before PTF	$35,234
Cost for ADA Service	$35,234
Cost for Non-ADA Service	$0
PTF Applied	$35,234
Member City Contributions:	
Paratransit Service	$0
Total Member City Contribution	**$0**

SCHEDULE "D" – RIDE CHOICE

SCHEDULE "D" – RIDECHOICE SERVICE COST ESTIMATE

For the period from July 1, 2026 through June 30, 2027, Member will pay RPTA a total of **$235,694.00** for the provision of ridechoice services. This payment will be broken into monthly installments of **$19,641.17,** which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY27 RideChoice Service
Funded by City of Goodyear

	RideChoice
Trips:	
RideChoice ADA Trips	1,840
RideChoice Non-ADA Trips	8,820
Total Trips	10,660
Cost:	
Contractor Transportation Cost	$538,442
RPTA Salaries, Fringes & OHD	$22,717
Total Gross Program Cost	$561,159
Total Fare Revenue	($34,233)
Federal Operating Assistance	($263,463)
Total Net Program Cost before PTF	$263,463
Cost for ADA Service	$27,769
Cost for Non-ADA Service	$235,694
PTF Applied	$27,769
Member City Contributions:	
Ride Choice Service	$235,694
Total Member City Contribution	**$235,694**

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

For the period July 1, 2026 to June 30, 2027 the estimated amount of Public Transportation Funds ("PTF") available to Member is **$63,003.00.** This amount is only applicable to ADA. The ADA PTF will pay actual costs for ADA trips for paratransit service made by ADA certified Riders up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any additional ADA certified rider eligible expenses incurred directly by Member and certified by Member's Chief Financial Officer or designee may be reimbursed by RPTA with ADA PTF. RPTA will reimburse Member within thirty (30) business days based upon availability of funds. Member may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **$63,003.00**

ITEM #: 7.
DATE: 06/22/2026
AI #:3357

CITY COUNCIL ACTION REPORT

SUBJECT: **APPROVAL OF INTERGOVERNMENTAL AGREEMENT (IGA) TO PARTICIPATE IN THE WEST VALLEY INVESTIGATIVE RESPONSE TEAM**

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

SUMMARY

The Goodyear Police Department is requesting approval of an Intergovernmental Agreement (IGA) to allow continued participation in the West Valley Investigative Response Team (WVIRT). WVIRT provides resources to the participating agencies to investigate critical incidents that occur within the department. The team consists of a pool of trained personnel, including officers and civilian staff, who are available to lead the investigation, by documenting, evidence gathering, and other related functions of a critical incident, including officer involved shootings, officer injuries, or other critical or complex investigations.

STRATEGIC PLAN ALIGNMENT

SAFE & VIBRANT COMMUNITY

RECOMMENDATION

Approve the IGA for the Goodyear Police Department to participate in the West Valley Investigative Response Team, and providing authorization and direction to the City Manager, or their designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

FISCAL IMPACT

The officers and civilians that participate in WVIRT are funded in the Police Department's general fund base budget.

BACKGROUND AND PREVIOUS ACTIONS

In calendar year 2021, the West Valley Chiefs worked together to form the WVRIT to ensure that critical incident investigations were performed without the perception of favoritism or bias. Participation in WVIRT ensures that all critical incidents that occur within the city of Goodyear will result in examination by WVIRT. On April 12, 2021, Council approved the Department's participation in WVIRT. In May 2026, Buckeye, Surprise, Tolleson, Glendale, El Mirage, Peoria and Wickenburg have agreed to continue with WVIRT participation.

STAFF ANALYSIS

Prior to participation in WVIRT, critical incidents required communication between the Goodyear Chief of Police and other city Department Chiefs to request assistance and negotiate timelines. WVIRT establishes roles and responsibilities amongst the parties and establishes a response rotation. Over the past five years, the Police Department has experienced nine critical incidents that were investigated by WVIRT. During the first four years of the IGA, the Department received investigative assistance. However, in 2025, the Criminal Investigation Bureau was certified to respond as a lead agency and has been placed on the WVIRT rotation. To continue the relationship with the West Valley agencies, it is requested that council approve the proposed IGA, included as Attachment A.

Attachments

Attachment A - West Valley Investigation Response Team IGA

INTERGOVERNMENTAL AGREEMENT
FOR PARTICIPATION IN THE
WEST VALLEY INVESTIGATIVE RESPONSE TEAM

This Intergovernmental Agreement is entered into pursuant to A.R.S. § 11-951, *et seq*. and A.R.S. § 13-3872 among the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, and the Town of Wickenburg.

The aforementioned agencies hereby establish the West Valley Investigative Response Team ("WVIRT"). Upon invitation by the chief law enforcement officers ("Chiefs") of the then-existing members, any public agency, as that term is defined in A.R.S. § 11-951, may request participation in the WVIRT, subject to compliance with the provisions of A.R.S. § 11-951 *et seq.* The participating agencies shall be collectively referred to as "WVIRT Agencies" or "Parties".

I. PURPOSE

The purpose of this Agreement is to create a WVIRT. The primary goal of the WVIRT is to provide a pool of specialized officers who are available to assist in the investigation, documentation, evidence gathering, and related functions of a critical Incident or "Critical Incident Investigation", including but not limited to officer involved shootings, officer injuries, or other critical or complex investigations.

II. AUTHORITY

The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. § 11-951 *et seq.,* A.R.S. § 13-3872 and the respective provisions of their City Charters, Tribal Constitution or other governing statute or authority.

If any Native American tribe that is a party to this Agreement requests WVIRT assistance, all assisting WVIRT team members shall be granted tribal peace officer authority as necessary within the applicable tribal jurisdiction.

III. PROCEDURES AND RESOURCES

Each Party shall assign no less than one (1) sworn law enforcement officer to represent that Party on the WVIRT ("WVIRT Member"). The WVIRT Member shall be required to participate in all WVIRT activations, meetings, trainings, or other duties or responsibilities in furtherance of the WVIRT.

Each Party shall immediately inform the other Parties of the identity of the individual selected to represent that Party as a WVIRT Member and shall further immediately inform the other Parties if and when such designation changes. In the event a primary WVIRT Member is not available or as the situation dictates, a Party may provide officers

not designated as WVIRT Members in support of a WVIRT Activation.

The WVIRT Members shall select from its membership two (2) individuals to serve as "WVIRT Team Leaders", subject to final approval of "Chiefs" of the WVIRT agencies. The selection shall be made on a rotating basis for a term of at least one year, which shall correspond with the effective date of the Agreement. In the event that a Team Leader is unable to complete his or her term, for any reason or no reason, WVIRT Members shall appoint a replacement subject to final approval of "Chiefs" of the WVIRT Agencies.

The WVIRT Team Leaders or designees will be responsible for coordinating on-going training, meetings or other necessary functions in support of the WVIRT. Team. Leaders shall be responsible for mediating any jurisdictional disputes between the Parties during a WVIRT Activation. In the event such mediation fails, the issue shall be brought to the attention of the WVIRT Chiefs for appropriate resolution.

IV. ACTIVATION

Any Party to the Agreement may request assistance from WVIRT ("Requesting Party"). The Requesting Party shall contact the WVIRT Team Leaders via the law enforcement communications center of each Party ("WVIRT Activation").

Upon contact, Team Leaders shall identify the Party that shall serve as the "Lead Investigator" for the "Critical Incident Investigation." The Team Leaders shall notify the Requesting Party and WVIRT Members of the Lead Investigator. The Party from which the Lead Investigator is employed shall be the "Lead Agency" during the duration of the Critical Incident Investigation.

The Lead Investigator and Lead Agency shall have the obligation to complete the Critical Incident Investigation to completion as determined by the WVIRT Chiefs. If a Party is not able to complete an investigation to completion, the WVIRT Chiefs will determine an alternative investigator and agency to complete the investigation.

Each Party, if resources are available, shall make available at least one sworn law enforcement officer, in addition to a WVIRT Member, and any equipment in support of any WVIRT Activation.

V. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include but are not limited to employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the WVIRT, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

VI. NONDISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

VII. INDEMNIFICATION

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

VIII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court unless the subject matter of the dispute involves an Indian Community, then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

IX. DURATION AND CANCELLATION OF AGREEMENT

This Agreement shall become effective upon execution by the Parties hereto and shall remain in effect until July 1, 2031, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so execute. Any Party may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Parties to the Agreement.

X. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

XI. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

XII. WORKER'S COMPENSATION

Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. Notwithstanding the foregoing, each employee's home agency, meaning the Party by which the employee is regularly employed and compensated, shall be solely liable for payment of workers' compensation benefits arising from any injury sustained during WVIRT activations, training, meetings, or any other activity conducted pursuant to this Agreement. No Party shall seek contribution or reimbursement from any other Party for workers' compensation benefits paid to its own employees.

XIII. OTHER PROVISIONS

In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

Each party agrees to comply with A.R.S. § 35-393 *et seq*., if applicable.

Nothing within this Agreement shall be construed to limit the ability of participating WVIRT members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

XIV. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent provisions of A.R.S. § 41-4401 are applicable, all Parties warrant to each Party

that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. § 23-214(A).

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

All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

XV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The WVIRT Team Leaders shall compile a list of each Party's address, phone number and contact person and distribute said list to each member to this Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the Party named below has executed this Agreement on the _____ day of _____, 2026.

CITY OF Goodyear, an Arizona municipal corporation

By:_____
Bryan Langley
City Manager

ATTEST:

_____
Jasmine Pernicano
City Clerk

APPROVED AS TO FORM:

_____
Roric Massey
City Attorney

Reviewed By:_____
Brian Issitt
Chief of Police

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

City of Glendale

By: _____
Michael D. Bailey
City Attorney

Date: _____

City of Tolleson

By: _____
Justin Pierce
City Attorney

Date: _____

ITEM #: 8.
DATE: 06/22/2026
AI #:3064

CITY COUNCIL ACTION REPORT

SUBJECT: RESOLUTION ADOPTING A LONG-TERM OPERATING AGREEMENT WITH THE ARIZONA PUBLIC SERVICE COMPANY

STAFF PRESENTER(S): Barbara Chappell, Water Services Director

SUMMARY

Approve the long-term operating Agreement with Arizona Public Service Company (APS) for operation and maintenance of the city's brine management project.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Adopt Resolution No. 2026-2526 approving a long-term Operating Agreement with Arizona Public Service Company for the delivery of brackish water to the Palo Verde Generating Station. (Barbara Chappell, Water Services Director)

FISCAL IMPACT

The estimated annual cost of the Agreement is $3.25 million based on full-flow conditions for an entire year of operation. Because the system will go through start-up and periodic increases working up to full-flow, it is anticipated that $2 million in the fiscal year (FY) 2027 Wastewater Operating Budget will be sufficient for the first-year operations cost for this Agreement. Future funding needs associated with annual full operating costs are expected to begin in FY2028 and will be considered through the annual budget development process as a base budget adjustment.

BACKGROUND AND PREVIOUS ACTIONS

Historically the reject streams produced from the reverse osmosis groundwater treatment facilities has been disposed of via the city's sewer system and passed through the Goodyear Water Reclamation Facility (GWRF). The delivery of the reject streams to GWRF negatively impacts the city's wastewater operations by taking up capacity in the GWRF needed to support new development and by delivering flows to the GWRF that do not meet the local limits of the city's Pretreatment Program. In addition, the constituents in the concentrate

may impact the biology and the compliance status of the GWRF. In 2019, the city completed a Brine Management Study to explore options for the disposal/treatment of the concentrate. The study resulted in two paths forward:

1. Install centralized treatment of the concentrate adjacent to the GWRF where the treatment would dewater the concentrate to a zero liquid discharge and could be disposed of in a landfill. This option would cost nearly $100 million initially and have an ongoing cost of $8 million annually for operations and maintenance (O&M). A phased approach was chosen, and a project created to treat only the concentrate produced at Bullard Water Campus for $60 million and an ongoing O&M budget of $5 million.

2. Collaborate with the Palo Verde Generating Station (PVGS) and develop an Agreement to discharge concentrate into the water reclamation supply system pipeline, which conveys discharges from the 91st Avenue Water Reclamation Facility to PVGS, which is located on the south side of the GWRF. The city would fund infrastructure needed to mitigate impacts of the brine to their water treatment facilities and annual operation and maintenance costs to treat the brine.

Option 2 was selected and the resulting Brine Disposal Project is a collaborative and innovative project between the city of Goodyear ("Goodyear"), the City of Buckeye ("Buckeye") and APS that is intended to allow Goodyear and Buckeye deliver the reject stream resulting from reverse osmosis treatment of groundwater to the PVGS and to allow Goodyear to deliver water discharged from cooling towers of industrial users in Goodyear to PVGS (collectively the water to be delivered to PVGS is referred to as "Brackish Water"). The Brackish Water is to be used for cooling purposes as an alternative to the use of treated effluent.

The Brine Disposal Project and Pipeline, which includes the completion of a pilot test and design of improvements necessary for PVGS to accept brackish water into its water reclamation supply system (the "APS Disposal Brine Project ") and to design and construct dedicated pipelines from Goodyear's two reverse osmosis facilities to the PVGS pipeline (the "Pipeline Project") was approved CIP Project 60034, the Brine Disposal Project – Pipeline. At the March 4, 2024 Regular Council meeting, Council approved the removal of the APS Brine Disposal Project from CIP 60034 and the creation of a new CIP Project for the Palo Verde Nuclear Power Generating Station Improvements (Project 61015). As a result, CIP Project 60034, which will be managed by city staff, is limited to the Pipeline Project for the design and construction of the pipelines from Goodyear's two reverse osmosis facilities to the PVGS water reclamation supply system pipeline ("WRSS Pipeline).

The PVGS Improvements Project has been implemented in phases through multiple agreements and amendments thereto. At the July 18, 2022 Regular Council Meeting, Council approved the Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water in the Water Reclamation Supply System, a multi-party agreement between Goodyear, Buckeye, and APS for pre-operational activities related to the project. After the July 18, 2022 Council meeting, APS received comments from certain co-owners of PVGS requesting changes from their owners as a condition of their approval of the agreement. City staff reviewed the proposed changes and concluded that they did not modify the intent of the terms of the agreement as reflected in the Council Action Report presented to Council on July 18, 2022, which is described herein. Council approved the modified Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water in the Water Reclamation Supply System on August 29, 2022 (the "Initial Agreement").

The Initial Agreement set out the general terms for Goodyear's delivery of initial flows of 1.7 million gallons per day (mgd) of Brackish Water to PVGS ("Initial Flows") with a future commitment to allow Goodyear to deliver an additional 1.6 mgd for a total of 3.3 mgd of Brackish Water to PVGS. It provided for an enhanced evaporation pilot test and associated analysis using equipment from two different manufacturers, the development of designs that identified the equipment and sizing of infrastructure needed to allow Goodyear and Buckeye to deliver brackish water to the PVGS water reclamation supply system pipeline (WRSS) and to the PVGS Water Resource Facility (WRF), and the development of cost estimates for the purchase and installation of equipment and construction of infrastructure improvements needed to implement the agreed upon design.

On March 4, 2024, Council separated the APS Brine Disposal Project from the Brine Disposal Project – Pipeline (CIP 60034) by creating the capital improvement project CIP 61015 Palo Verde Power Generating Station Improvements. Council also approved the First Amendment to the Initial Agreement, which amended the Initial Agreement to incorporate the design and construction of the two tie-ins to the WRSS pipeline the city will be constructing. The cost of this work is the sole responsibility of the city. The amendment also included additional design work and procurement of long lead time items that are needed for the Brine Disposal Project to become operational.

At the July 1, 2024 Regular Council meeting, Council approved the Second Amendment to the Initial Agreement, which amended the Initial Agreement Amendment. The Second Amendment allowed for the continuation of design, purchase of long lead items, and advancement of construction of portions of the Redhawk to Palo Verde pipeline, which is necessary to support the continued operation of Redhawk after the introduction of Brackish Water to the WRSS.

On March 3, 2025, Council approved the Engineering Procurement and Construction Agreement between the City of Goodyear, the City of Buckeye, and Arizona Public Services Company pursuant to which the municipalities provided the funding for (i) engineering, design, construction, and procurement of equipment to allow the Company to deliver cooling water to Redhawk, (ii) work required for Goodyear Interconnections to the WRSS Pipeline, (iii) preparation for PVGS to begin receiving brackish water from the municipalities, and (iv) a commitment from APS to negotiate a long-term agreement providing terms for Goodyear and Buckeye to deliver Brackish Water to PVGS through the WRSS.

The costs incurred under all of the foregoing were shared equally between Buckeye and Goodyear except for costs for work that solely benefited Goodyear. Goodyear was responsible for 100% of the costs of the work that solely benefited Goodyear.

STAFF ANALYSIS

The proposed Long-Term Operating Agreement between the city of Goodyear and APS (the "Operating Agreement") sets forth the terms and conditions under which Goodyear can deliver Brackish Water to PVGS through the WRSS Pipeline. The Operating Agreement will be in effect until the completion of operations of Unit 1 at PVGS, which is currently scheduled for June 1, 2045 (“Initial Term”) but can be extended for a subsequent term or a new agreement entered with terms consistent with this Operating Agreement if all three PVGS units obtain a subsequent operating license renewal.

APS will incur additional costs in terms of materials, operations, and maintenance as a result

of Goodyear's delivery of Brackish Water from Goodyear to PVGS. Under the terms of the proposed Operating Agreement, Goodyear will be responsible for these costs. The Operating Agreement identifies the materials and work that result in additional costs to APS resulting from Goodyear's delivery of up to 1.7 mgd of Brackish Water to PVGS, and the associated costs, which are estimated to be $3,250,000 annually. The costs are subject to periodic adjustments. Because operations are expected to ramp up during the first year, the FY2027 Wastewater Operating Budget includes $2,000,000 to support anticipated costs. The Operating Agreement contemplates the delivery of additional flows of Brackish Water, subject to additional infrastructure improvements that may be needed to accommodate the additional flows and an adjustment in the annual costs that result from such additional flows.

Staff recommend the adoption of Resolution No. 2026-2526 with Exhibit A (Attachment A) approving the proposed Operating Agreement as the last phase of the implementation of the Brine Disposal Project, which Council has supported because of the high costs of the alternatives as identified in the 2019 Brine Management Study discussed above.

Attachments

Attachment A - Resolution No. 2026-2526 with Exhibit

RESOLUTION NO. 2026-2526

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING A LONG-TERM OPERATING AGREEMENT WITH ARIZONA PUBLIC SERVICE COMPANY FOR THE DELIVERY OF BRACKISH WATER TO THE PALO VERDE GENERATING STATION.

WHEREAS, historically the reject streams produced from the City's reverse osmosis groundwater treatment facilities has been disposed of via the city's sewer system and passed through the Goodyear Water Reclamation Facility ("GWRF");

WHEREAS, the delivery of these reject streams to the GWRF negatively impact the City's wastewater operations, including using capacity at the GWRF that is needed to support new development wit in the City;

WHEREAS, in 2019, the City completed a Brine Management Study to explore alternative options for the disposal of the reject streams;

WHEREAS, since the completion of the Brine Management Study, the City has pursued a collaborative and innovative project with Arizona Public Service ("APS") that will allow the City to deliver the reject streams to the Palo Verde Generating Station ("PVGS") and water discharged from cooling towers of industrial users in Goodyear (collectively "Brackish Water") through the PVGS water reclamation supply system pipeline ("WRSS Pipeline).

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 Long-Term Operating Agreement between the City of Goodyear and Arizona Public Service attached hereto as Exhibit A (the "Operating Agreement") and authorize its execution.

SECTION 2. The City Manager 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 Operating Agreement.

SECTION 3. Resolution 2026-2526 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 22nd day of June, 2026.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Exhibit A

LONG-TERM OPERATING AGREEMENT

BETWEEN

THE CITY OF GOODYEAR

AND

ARIZONA PUBLIC SERVICE COMPANY

1. PARTIES.

1.1 This Long-Term Operating Agreement is by and between CITY OF GOODYEAR, a municipal corporation formed under the laws of Arizona ("Goodyear" or "Municipality") and ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation ("APS" or "Company") having its principal place of business at 400 North 5th Street, Phoenix, Arizona 85004, acting on its own behalf and as Operating Agent for the Palo Verde Generating Station ("PVGS" or "Palo Verde") Participants (as defined below) and for the benefit of Pinnacle West Capital Corporation (this "Agreement"). This Agreement provides the terms and conditions under which Goodyear will deliver, and APS will accept, Goodyear Brackish Water (as defined below) at PVGS through the Water Reclamation Supply System ("WRSS Pipeline") and is effective July 15, 2026 (the "Effective Date").

2. RECITALS.

2.1 WHEREAS, PVGS is a nuclear power plant, co-owned by APS, Salt River Project Agricultural Improvement & Power District, El Paso Electric Company, Southern California Edison Corporation, Public Service Company of New Mexico, Southern California Public Power Authority, and Los Angeles Department of Water & Power (collectively, the "Participants").

2.2 WHEREAS, APS is the Operating Agent of PVGS including the WRSS Pipeline and Water Reclamation Facility ("WRF"), which operates for the benefit of the Participants.

2.3 WHEREAS, PVGS has Nuclear Regulatory Commission approved operating licenses for nuclear Units 1, 2, and 3 which expire in 2045, 2046, and 2047, respectively.

2.4 WHEREAS, PVGS uses cooling water from municipal effluent delivered via the WRSS Pipeline that runs through the municipal boundaries of Goodyear; the water is delivered to the WRF where it is treated, stored, used for cooling, and discharged into evaporation ponds.

2.5 WHEREAS, APS also provides cooling water from the WRF to the Redhawk Power Plant located in Arlington, Arizona ("Redhawk").

2.6 WHEREAS, the WRSS Pipeline is accessible from Goodyear's existing and/or future water treatment and reclamation facilities.

2.7 WHEREAS, because of the rising costs of effluent being used as cooling water, APS is interested in pursuing alternative sources of cooling water.

2.8 WHEREAS, Goodyear is seeking to dispose of the reject stream from reverse osmosis treatment of its water into the WRSS Pipeline to be conveyed to PVGS for use as cooling water.

2.9 WHEREAS, additionally, Goodyear is seeking to dispose of some or all of the water discharged from cooling towers of industrial users operating in Goodyear into the WRSS Pipeline to be conveyed to PVGS for use as cooling water.

2.10 WHEREAS the City of Buckeye ("Buckeye") also is interested in disposing of reject stream from reverse osmosis treatment of water into the WRSS Pipeline to be conveyed to PVGS for use as cooling water.

2.11 WHEREAS, in August 2022, Goodyear, Buckeye and APS entered into that certain agreement titled *Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation*

Supply System Pipeline, which was amended in March 2024 by that certain agreement titled *First Amendment to Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline*, and subsequently amended in 2024 by that certain agreement titled *Second Amendment to Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline* (collectively referred to as the "Initial Brackish Water Agreements") pursuant to which Goodyear and Buckeye provided the funding for (i) design work, (ii) certain construction services, and (iii) purchase of certain long-lead time equipment.

2.12 WHEREAS, in March 2025, Goodyear, Buckeye, and APS entered into that certain agreement titled *Engineering Procurement and Construction Agreement* pursuant to which the municipalities provided the funding for (i) engineering, design, construction, and procurement of equipment to allow the Company to deliver cooling water to Redhawk, (ii) work required for Goodyear Interconnections to the WRSS Pipeline, (iii) preparation for PVGS to begin receiving brackish water from the municipalities, and (iv) a commitment to further good-faith negotiations on a long-term agreement. This Agreement is that long-term agreement as between Goodyear and APS.

2.13 WHEREAS, APS reaffirms its obligations in the Initial Brackish Water Agreements set forth in Section 5 (Third Party) and Section 6 (Entry Fee) (i) prohibiting APS from accepting reject streams from reverse osmosis treatment of groundwater or any other streams of water from other entities ("Additional Brackish Water Owners") if doing so will result in Goodyear not being able to deliver up to 3.3 million gallons per day ("mgd") of Goodyear Brackish Water, and (ii) requiring APS to collect contribution from Additional Brackish Water Owners to reimburse Goodyear and Buckeye a percentage of the cost of the improvements paid for by Goodyear and Buckeye under the Initial Brackish Water Agreements except for the cost of the improvements that were solely for Goodyear's benefit.

2.14 WHEREAS, Buckeye is not yet prepared to deliver Brackish Water to PVGS, but Goodyear is finalizing improvements needed for it to deliver Goodyear Brackish Water to PVGS through the WRSS Pipeline and is prepared to enter into this long-term agreement contemplated by that certain agreement titled *Engineering Procurement and Construction Agreement* entered into by Goodyear, Buckeye, and APS in March 2025.

2.15 WHEREAS, APS and Goodyear (individually as a Party and collectively as the Parties) wish to enter into this Agreement to address the following (collectively, the "Project"):

- Responsibilities for operating and maintaining equipment, including work required to maintain the systems that allow APS to deliver cooling water to Redhawk, which includes the Brackish Water the Municipality will be delivering to PVGS;
- Operating procedures for delivery or cessations of delivery of Brackish water under various conditions;
- Brackish water testing requirements including frequency and reporting;
- Payment and pricing for Goodyear to send the Brackish Water to APS;
- Transfer of all rights and title in the Brackish Water from Goodyear to APS;
- Potential transition between water evaporation or recovery technologies; and
- Associated provisions related to the above.

2.16 WHEREAS, Goodyear agrees that APS is entitled to enter into agreements with Buckeye or other entities that provides for the delivery of Brackish Water (defined below) to PVGS unless such agreements will result in Goodyear not being able to deliver the agreed upon amounts of Goodyear Brackish Water (defined below),

which are specified in this Agreement. APS agrees that the costs charged for delivering Brackish Water to PVGS by Buckeye or any other entity shall not adversely impact costs charged to Goodyear under this Agreement such that Goodyear would be subsidizing the costs for the delivery of Brackish Water to PVGS by Buckeye or any other entity.

3. DEFINITIONS.

Terms not defined elsewhere in this Agreement have the following meanings:

"Applicable Law" means all applicable laws, statutes, ordinances, rules, and regulations of any governmental authority (including, without limitation, city, county, state, federal, and tribal governmental authorities), including, without limitation, statutes, ordinances, rules, and regulations.

"Brackish Water" means any stream of water with TDS levels greater than 1,750 ppm.

"Goodyear Brackish Water" means the: (A) reject stream from reverse osmosis treatment of recovered effluent and Central Arizona Project water delivered from Goodyear to PVGS through the WRSS Pipeline; and (B) water from cooling towers of industrial users operating in Goodyear delivered from Goodyear to PVGS through the WRSS Pipeline for use as cooling water, with the Brackish Water delivered from Goodyear under (A) and (B) expected to have Total Dissolved Solids ("TDS") levels ranging between 6,000 and 9,000 mg/l.

"Business Day" means Monday through Friday excluding United States federal holidays.

"Claim" means any claim, action, dispute, demand, or right of action, whether in law or in equity, of every kind and character.

"Company Property" means Company's tools, equipment, data, facilities, or Company Cyber Assets.

"Force Majeure" means an unforeseeable event beyond the reasonable control of, and not the fault of nor caused by any negligence of, the affected Party and which the affected Party is unable to overcome by the exercise of its reasonable diligence. Force Majeure may include the following: a restraint imposed by government, act of a public enemy, war, blockade, insurrection, riot, act of God, pandemic, epidemic, landslide, earthquake, fire, storm, lightning, and flood. Force Majeure events do not include strikes, work stoppages, interruption to supply chain, or economic hardship.

"Indemnitee" means the indemnified Party and the officers, directors, employees, agents, advisors, representatives, affiliates, successors, and assigns of the indemnified Party.

"Intellectual Property" means any United States and foreign: (A) patents and patent applications, inventions and improvements thereto; (B) trademarks, service marks, trade names, trade dress, logos, business and product names, and registrations and applications for registration thereof; (C) copyrights and registrations thereof; (D) trade secrets and confidential or proprietary information including, without limitation, processes, methods, designs, formulae, know-how, and models; and (E) tangible embodiments of any of (A) through (D) in any form or medium.

"Losses" means all liabilities, losses, damages, fines, penalties, costs, and expenses, of any kind or nature, whether or not covered by insurance, inclusive of reasonable attorney's fees and expenses incurred in the investigation, defense, or enforcement of either Party's rights under this Agreement except as provided in Section 16.1.

"mg/l" means milligrams per liter and is equivalent to ppm

"ppm" means parts per million and is equivalent to mg/l

4. ENTIRE AGREEMENT; PRECEDENCE.

4.1 Entire Agreement. Except as expressly provided herein, this Agreement contains the final and complete understanding between the Parties and supersedes all prior and contemporaneous communications pertaining to the Project. The Initial Brackish Water Agreements and the Engineering, Procurement and Construction Agreement remain in full force and effect.

4.2 Appendices. This Agreement includes all documents attached hereto or incorporated by reference, including:

Appendix A	Pricing and Payment
Appendix B	Operational Requirements
Appendix C	Confidentiality and Non-Disclosure Agreement
Appendix D	Insurance Requirements
Appendix E	Testing Requirements
Appendix F	Chemical Cost Determination Methodology

4.3 Precedence. In the event of a conflict, the documents of this Agreement will be read in the following order of priority:

(A) This Agreement.

(B) The operating procedure then in place between the Parties, which APS shall prepare and provide to the Goodyear, and which shall be consistent with the appendices to this Agreement unless mutually agreed to in a writing by the Parties.

(C) The appendices to this Agreement.

(D) Any other documents referenced in this Agreement or its appendices.

5. TERM.

5.1 This Agreement shall have an initial term that commences upon the Effective Date and expires upon the completion of operations of Unit 1 at PVGS, which is currently scheduled for June 1, 2045 ("Initial Term"). If all three PVGS units obtain a subsequent operating license renewal, this Agreement shall be automatically extended for a subsequent term that is coterminous with the earliest of the units' license renewal term.

6. SCOPE.

6.1 This Agreement provides the rights and obligations of the Parties with respect to the Project.

6.2 This Agreement provides for an initial conveyance of Goodyear Brackish Water of 1.7 mgd through the WRSS ("Goodyear's Initial Flows").

6.3 This Agreement provides, subject to PVGS operational margins and design limitations, for an additional conveyance of up to 1.6 mgd of Goodyear Brackish Water (in whole or in part, "Goodyear's Additional Flows") through the WRSS Pipeline such that at full buildout, Goodyear will be delivering up to 3.3 mgd.

In order to manage Goodyear's Additional Flows, additional treatment capacity, which may include water recovery equipment or additional or alternate enhanced evaporation technology, may be required.

Engineering, procurement, and construction of said additional equipment will be determined by mutual written agreement of the two Parties and at Goodyear's expense. If such equipment is required, APS will not be obligated to accept Goodyear's Additional Flows until the equipment is installed. To the extent that the improvements and equipment constructed and installed to accept flows of Goodyear Brackish Water in excess of Goodyear's Initial Flows will support the delivery of Brackish Water from Additional Brackish Water Owners, APS agrees that it will collect from those entities delivering Brackish Water to PVGS a percentage of the cost of the improvements and equipment paid for by Goodyear except for the cost of any improvements that are solely for Goodyear's benefit.

6.4 APS shall not accept reject streams from reverse osmosis treatment of groundwater or any other streams of water from other entities other than Brackish Water from Buckeye pursuant to the parties previous agreements if doing so will result in Goodyear not being able to deliver up to 3.3 mgd of Goodyear Brackish Water or will result in Goodyear having to incur costs for improvements Goodyear is responsible for under this Agreement that Goodyear would not otherwise have incurred but for APS's acceptance of reject streams from reverse osmosis treatment of groundwater or any other streams of water from other entities.

7. PRICE AND PAYMENT.

7.1 Description of the Costs. See Appendix A for Pricing and Payment terms.

7.2 Interconnection. Goodyear will be responsible for any costs associated with maintaining, and operating interconnection(s) into the existing WRSS Pipeline that conveys water to PVGS, as well as any retention ponds or other infrastructure needed in order to retain Goodyear Brackish Water when APS does not accept the Goodyear Brackish Water into the WRSS Pipeline (such as for a period of time during a refueling outage at PVGS, as set forth in Appendix B).

7.3 Improvements or Alterations To, and Use Of, Existing PVGS Infrastructure. Goodyear will fund the costs of any additional improvements to the WRSS Pipeline, not completed under previously executed agreements, that are needed for Goodyear to deliver Goodyear Brackish Water into the WRSS Pipeline. The Parties agree that no additional improvements to the WRSS Pipeline are needed for the delivery of Goodyear's Initial Flows. Goodyear will pay costs for required modifications to the electrical service entrance, as well as an electrical distribution system suitable for the operation of the new equipment in the evaporation pond area. APS and Goodyear shall enter into a separate contract to document and provide for the construction of any new improvements needed as provided in this section.

7.4 New Equipment and APS Infrastructure. If not already covered under existing agreements, Goodyear will fund the costs of the new systems and equipment needed to deliver and process Goodyear Brackish Water to include construction of the new systems, including, without limitation, a method of addressing additional cooling tower blowdown water discharged to the evaporation ponds and construction of an excess blowdown return line from Redhawk to PVGS; and the maintenance, repair, and periodic replacement of the new systems or sub-components. Flowmeters and TDS meters with output provided to Palo Verde Water Resources ("PVWR") will be installed at connection points to monitor total Brackish Water flow and quality being supplied into the WRSS Pipeline. APS and Goodyear shall enter into a separate contract to document and provide for the construction of any new improvements needed as provided in this section

7.5 Entry Fee. The calculation of the Entry Fee to be charged to Additional Brackish Water Owners as set forth in the Initial Brackish Water Agreements shall include all of the costs Goodyear incurs for improvements it is responsible for under this Agreement unless such improvements solely benefit Goodyear.

7.6 Other. The operating and maintenance costs are subject to periodic modification, which shall be based on documented costs provided by APS. In no event will APS be obligated to conduct work or obtain goods and services under this Agreement if the cost of such work is not reimbursed by the Municipality.

7.7 Unexpected Impacts. In the event unexpected impacts to the WRSS Pipeline, WRF, PVGS, or Redhawk are encountered after the commencement of deliveries of Goodyear's Brackish Water to the WRSS Pipeline that differ from or exceed those anticipated impacts identified in the Brine Management Report dated October 28, 2021, additional costs or fees may be assessed in order to adjust to those impacts.

7.8 Pricing Adjustments. In the event the Company enters into an agreement with an Additional Brackish Water Owner, the Parties agree to meet and determine if the Lifecycle Management Fee should be modified. The Company is under no obligation to provide specific terms of the agreement(s) with any Additional Brackish Water Owner and is not obligated to apply any terms of those agreements to any agreement to which Company and Goodyear are parties. APS agrees that the costs charged for delivering Brackish Water to PVGS by Buckeye or any other entity shall not adversely impact costs charged to Goodyear under this Agreement such that Goodyear would be subsidizing the costs for the delivery of Brackish Water to PVGS by Buckeye or any other entity.

7.9 Invoicing. Once operation has begun, APS will invoice Goodyear on a monthly basis based on the volume and TDS levels of the water delivered into the WRSS Pipeline, using mutually agreed upon accounting framework. Such invoices shall contain: (A) a reference to this Agreement; and (B) a description of the goods and services covered by the invoice. Invoices must be submitted to:

City of Goodyear
Accounts Payable
1900 No. Civic Square
Goodyear, AZ 85395

7.10 Payment Terms. Municipality shall pay amounts due to APS within thirty (30) days following the receipt of an invoice. Such payments shall be submitted to:

Arizona Public Service Company
P.O. Box 53920
Mail Station 9996
Phoenix, AZ 85072-3920

8. FORCE MAJEURE.

8.1 Force Majeure. In the event of a Force Majeure, the affected Party will: (A) promptly notify the other Party in writing of any causes or circumstances claimed to constitute a Force Majeure event, the obligations that will be affected by such Force Majeure event, the measures taken or to be taken to minimize the impact thereof, the schedule for implementation of those measures, the anticipated duration of the failure to perform or delay, and evidence supporting the claimed Force Majeure event; and (B) use reasonable best efforts to mitigate the effect of such failure to perform or delay and to remedy the impact of the Force Majeure event. In no event will the Municipality's failure to satisfy its payment obligations under this Agreement constitute a Force Majeure. The time for performance will be extended by a period of time equal to the time lost due to a Force Majeure event or other period agreed upon by the parties.

8.2 Extended Force Majeure. If the cumulative period of the delay equals or exceeds six (6) months or either Party determines the delay has a significant adverse effect on its operations, that Party may terminate this Agreement without further liability. If possible, the affected Party will offer partial performance of its obligations, which the non-affected Party may accept or refuse.

9. CONFIDENTIALITY.

9.1 The Parties' obligations regarding confidentiality are governed by the provisions of the Confidentiality and Non-Disclosure Agreement attached hereto as Appendix C.

10. INTELLECTUAL PROPERTY.

10.1 Pre-existing Intellectual Property. Rights to any and all intellectual property conceived, authored, made, or reduced to practice by any Party prior to performing under this Agreement, are and will remain that Party's property.

10.2 New Intellectual Property. Copies of all reports, data, or final documentation generated as a result of this Agreement or otherwise provided or assigned to APS by a subcontractor shall be provided and/or licensed to the Municipalities upon their request, unless it contains confidential information about APS, the Participants, or their facilities. APS shall have ownership rights to the results of any reports, data, or final documentation generated as a result of this Agreement or otherwise provided or assigned to APS by a subcontractor as works for hire.

11. TERMINATION.

11.1 Termination for Cause. The non-breaching Party must provide the breaching Party with notice of the breach. If such breach remains uncured for 45 days from when the notice is received by the breaching Party, the non-breaching Party may immediately terminate the Agreement.

11.2 Termination in the Event of an Early PVGS Plant Closure. In the event that one or more PVGS units close before the Initial Term, or any extended term pursuant to Section 5.1, expires, APS may terminate this Agreement thirty (30) days after providing notice to Goodyear of APS's intention to terminate. Upon Goodyear's request, after its receipt of the termination notice, the Parties will meet and negotiate in good faith to consider amending this Agreement to reduce the amount of Brackish Water delivered to the WRSS Pipeline; however, APS may terminate the Agreement if the Parties do not reach mutual agreement before the thirty (30) day notice period has passed.

11.3 Termination in the Event of Significant Unexpected Impacts to PVGS Facilities. In the event that introducing the Brackish Water into the WRSS Pipeline results in significant unexpected impacts to PVGS facilities, APS may terminate the Agreement thirty (30) days after providing notice to Goodyear of APS's intention to terminate. Upon Goodyear's request, after its receipt of the termination notice, the Parties will meet and negotiate in good faith to consider amending this Agreement to reduce or eliminate the impacts to PVGS; however, APS may terminate the Agreement if the Parties do not reach mutual agreement before the thirty (30) day notice period has passed.

11.4 Termination Based on Regulatory Change. In the event of a change in environmental regulations regarding pollutants and the change was not contemplated by the Project and the Project is no longer feasible because of such change, APS may suspend flows immediately. APS may also terminate the Agreement thirty (30) days after providing notice to Goodyear of APS's intention to terminate. Upon Goodyear's request, after its receipt

of the termination notice, the Parties will meet and negotiate in good faith to consider amending this Agreement to eliminate the impacts of the regulatory change; however, APS may terminate the Agreement if the Parties do not reach mutual agreement before the thirty (30) day notice period has passed.

11.5 Settlement Upon Termination. In the case of Termination under Sections 11.2 (Termination in the Event of an Early PVGS Plant Closure), APS shall reimburse Goodyear for the costs Goodyear incurred under the Initial Brackish Water Agreements, the Engineering, Procurement and Construction Agreement, and any costs it incurs for construction of improvements required in this Agreement prior to receiving the notice of termination ("Goodyear's Costs") and APS shall not accept reject streams from reverse osmosis treatment of groundwater or any other Brackish Water streams from any third party for a period of three (3) years following the termination. Such reimbursement shall not allow for double recovery by Goodyear under this Agreement or prior agreements. In the case of Termination under Section 11.3 (Termination in the Event of Significant Unexpected Impacts to PVGS Facilities) or 11.4 (Termination Based on Regulatory Change), APS shall reimburse Goodyear for 50% of Goodyear's Costs, with the percentage of the reimbursement being prorated from the Effective date through 2045. For example, if the Termination under 11.3 were to occur in 2026, APS would reimburse Goodyear for the full 50% of Goodyear's Costs. If the Termination under Section 11.3 were to occur in 2045, APS would reimburse Goodyear for none of Goodyear's Costs. This Section 11.5 shall expire on June 1, 2045.

12. TITLE.

12.1 Title to the Brackish Water will pass from Goodyear to the Participants upon delivery to the WRSS Pipeline, provided that the Brackish Water does not exceed the levels set forth in Appendix E or under applicable law for human or environmental safety.

12.2 Title to interconnection, improvements, or alterations to Company Property or facilities that belong to the Participants, including but not limited to the WRSS Pipeline and PVGS and any equipment or materials purchased or installed as a part of the Project, will pass to APS and the Participants upon incorporation of such interconnections, improvements, or alterations into Company's or Participants' property or facilities and will belong to APS and/or the Participants; provided, however that the infrastructure from the Municipality's respective systems to the Palo Verde Trust 530 pipeline easement shall belong to the Municipality.

13. DESIGNATED REPRESENTATIVE AND NOTICE.

13.1 All communications relating to the day-to-day activities under this Agreement will be between the designated representatives named in Appendix B. Any other notices required under this Agreement shall be sent by certified mail, return receipt requested or a reputable courier service, and email, to the individuals identified below or to any other addresses a Party may designate in writing and deliver in a like manner. Notices will be effective on the date the certified mail is delivered, or the reputable courier service makes delivery.

Goodyear: Barbara Chappell Water Services Director 4980 S. 157th Ave. Goodyear, AZ 85338 Barbara.Chappell@goodyearaz.gov	APS: Pall Hopkins Director, PVGS Water Resources Pall.Hopkins@aps.com and Bradley Berles Senior Director, PVGS Water Strategy

	Bradley.Berles@aps.com 5871 S. Wintersburg Rd., MS 6215 Tonopah AZ 85354
With a copy to: Roric Massey Goodyear City Attorney 1900 No. Civic Square Goodyear, AZ 85395 Roric.Massey@goodyearaz.gov	With a copy to: 400 N. Fifth St., MS 8695 Phoenix, AZ 85004 Attn: General Counsel lawdept@apsc.com

14. DAMAGE TO COMPANY PROPERTY.

14.1 With respect to any APS or Participant property, Goodyear will be liable to Company for any damage caused to any such property by (a) intentional misconduct or negligence of Goodyear or Goodyear personnel, subcontractors, or agents; (b) constituents within the Goodyear Brackish Water that exceeds the limits set forth in Appendix E, or (c) any breach of this Agreement.

15. INDEMNIFICATION.

15.1 Indemnification for Municipality Actions. To the fullest extent permitted by law, the Municipality will indemnify, defend, and hold harmless any APS or Participants' indemnitee (APS's and Participants' respective officers, directors, employees, agents, advisors, representatives, affiliates, successors, and assigns) (each a "Company Indemnitee") for, from and against any and all Losses that any Company Indemnitee may incur in connection with any claim arising out of, or resulting from, any of the following:

(A) Any harm, injury, or death to any person, or any damage or destruction of any tangible third-party property, if caused in whole or in part by the negligence, gross negligence, willful misconduct, or other fault of Municipality or its agents in connection with the Project;

(B) Any release of any hazardous substance that is regulated by a governmental entity with jurisdiction over the impact of the release to Company Property, property owned or controlled by the Participants or the environment (along with the exacerbation of any pre-existing pollution conditions that were caused by past releases) resulting or arising from the acts or omissions of Goodyear or its agents, except to the extent that such release is attributable to acts or omissions of Company;

(C) Any actual or alleged violation of applicable law by Municipality; or

(D) The failure by Municipality to timely pay any required taxes, assessments, or contributions ((A) through (D), collectively, "Loss").

15.2 This indemnity shall include reasonable costs of defense, including reasonable attorney's fees. Each of the Parties shall provide prompt notice of any claim subject to indemnification hereunder, but failure to give such prompt notice shall not be a defense to any indemnification obligation under the Agreement, except to the extent that any Party can prove actual prejudice from such delay.

16. LIMITATION OF LIABILITY/EXCLUSION OF CERTAIN DAMAGES.

16.1 No Party will be liable to another Party for any indirect, consequential, special, or punitive damages or lost profits in connection with this Agreement. The foregoing notwithstanding, to the extent that one Party is entitled to indemnification from the other Party under Section 15 in connection with a third-party claim, any damage awarded to the third party (direct, consequential, or otherwise), will be deemed to be direct damages of the indemnified Party, for which the indemnifying Party will be liable. All rights and remedies of the parties are cumulative, and not exclusive.

17. INSURANCE.

17.1 Goodyear will comply with the terms of Appendix D.

18. AMENDMENTS AND CHANGE NOTICES.

18.1 Amendments. Any amendment to this Agreement must be in writing signed by both Parties.

18.2 Suspension. Company may suspend this Agreement, or any portion thereof, in its sole discretion if such a suspension is required for safety, operational requirements of the WRSS or related Palo Verde or Redhawk systems, or failure of the Municipality to make timely payments of invoices. Upon Company's suspension of any portion of this Agreement, it will mitigate costs to the Municipality and otherwise preserve and protect any work or performance in progress. The suspension will be lifted when the event or events that caused it are cured or otherwise remedied.

19. MISCELLANEOUS.

19.1 No Waiver. No statement, course of conduct, course of dealing, or other action will be construed as a waiver. Any waiver must be in writing and signed by the Party granting the waiver.

19.2 No Joint Venture. Nothing in this Agreement shall constitute or be construed to be or to create a partnership or joint venture relationship between the Parties. No Party shall make any statement or take any action that is inconsistent with the provisions of this section. It is understood and agreed that the management and control of the contracts between APS and any APS contractor shall remain, at all times, under the exclusive control of those entities.

19.3 Assignment. The Municipality will not assign its rights or delegate its duties under this Agreement without the prior written consent of APS, which APS may withhold at its sole discretion. Any assignment or delegation by the Municipality in breach of this provision is void.

19.4 Survival of Obligations and Liabilities. Termination or expiration of this Agreement shall not relieve any Party of any obligation that expressly or by implication survives termination or expiration, including but not limited to: Indemnification, Limitation of Liability, Confidentiality, Governing Law, Dispute Resolution, and Attorney's Fees.

19.5 Third Party Beneficiaries. All benefits, rights, and remedies of Company under this Agreement shall also inure to the benefit of the Participants. Except as specifically provided for herein, this Agreement does not create any rights exercisable by any third party.

19.6 Governing Law. This Agreement will be governed by and interpreted under Arizona law, without regard to any conflict of law principles. Any legal suit, action, or proceeding arising directly or indirectly out of this Agreement will be initiated in state or federal court in Maricopa County, Arizona. The Municipality voluntarily waives its claims of sovereign or governmental immunity from claims and liabilities arising under this Agreement to the extent permitted under law.

19.7 Dispute Resolution. In the event of a dispute, a representative of each Party who has the authority to resolve the dispute will meet within fourteen (14) days after either Party gives the other Party written notice of the dispute. The Parties shall use their reasonable best efforts to resolve the dispute. If the Parties do not reach a resolution within sixty (60) days following the first meeting of the Parties, either Party may pursue litigation or – if applicable pursuant to Arizona Revised Statutes (A.R.S.) §§ 12-133, 12-1518, et seq., or other applicable law -- arbitration. Notwithstanding the foregoing, either Party may bring an immediate suit for breach of the confidentiality obligations of this Agreement. If a dispute becomes the subject of litigation, each Party waives its right to a jury trial.

19.8 Attorney's Fees. The prevailing Party in any proceeding will be entitled to recover its reasonable attorney's fees, and associated costs and expenses.

19.9 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the rest of this Agreement will remain in full force and effect.

19.10 Interpretation. This Agreement will be interpreted without regard to factors such as the Party who prepared it or the relative bargaining power of the Parties.

19.11 Political Subdivision and State Contract Terms. Goodyear will provide to Company a legal opinion or letter stating whether this Agreement complies with applicable laws regarding Goodyear's ability to enter into such an agreement (evidence of compliance with A.R.S. §11-952(D) will be sufficient).

19.12 No Public Service. Goodyear waives any allegation that, by participating in this Agreement, APS or any other PVGS Participant is acting as a water treatment public service corporation, as defined in Article 15, Section 2 of the Arizona State Constitution.

19.13 Notice of Arizona Statutory Cancellations. The Parties acknowledge the provisions of A.R.S. § 38-511, and Goodyear will provide prompt notice to Company if a claim arises that could lead to this Agreement's cancellation pursuant to that statutory section.

20. EXECUTION.

20.1 This Agreement may be executed using two or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same Agreement. This Agreement shall be deemed executed and delivered upon the exchange of executed scanned signature pages transmitted by electronic mail.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the Effective Date.

ARIZONA PUBLIC SERVICE COMPANY

SIGNATURE: _____

NAME: _____

TITLE: _____

CITY OF GOODYEAR

SIGNATURE: _____
Bryan Langley, City Manager

ATTEST City of Goodyear:

_____
City Clerk – Jasmine Pernicano

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

APPENDIX A – PRICING AND PAYMENT

Goodyear will pay APS an annual Lifecycle Management Fee of one million six hundred fifty thousand dollars ($1,650,000) per year and a Variable Cost, which is a direct pass through based on actual incurred costs.

The Variable Cost for the first year is estimated to be a total of one million six hundred thousand dollars ($1,600,000) and is comprised of an estimated one million five hundred thousand dollars ($1,500,000.00) for chemical costs (based on 1 mgd annual flow and an average of 8,000 mg/l TDS and 2025 chemical pricing) and one hundred thousand dollars ($100,000) for Redhawk Costs.

The Lifecycle Management Fee will be subject to periodic adjustment to account for changes in the underlying costs or installation of new enhanced evaporation or recapture equipment. Company will provide notice of any changes to the Lifecycle Management Fee by May 1 of each year. The new costs will become effective July 1 of the same year unless challenged by Goodyear within 30 calendar days of receiving the notice of change. Goodyear will continue to pay the Lifecycle Management Fee from the prior year until the dispute is resolved. Once resolved, the resulting Lifecycle Management Fee will be applied retroactively from July 1 if the date has already passed.

The Lifecycle Management Fee ($1/12^{th}$ of the annual Lifecycle Management Fee) and Variable Costs will be invoiced monthly.

Lifecycle Management Fee: The following are examples of components of the Lifecycle Management Fee. These costs are not proportional to Goodyear Brackish Water volumes and TDS:

1. Increased staffing needs;
2. Asset preservation fee (e.g., pipeline, cooling towers, tertiary treatment equipment, evaporation ponds, Hassayampa Pump Station);
3. Permitting fees that are necessary to accommodate the Goodyear Brackish Water (e.g., annual Title V air permit fees, as applicable); and
4. Amortized large component replacement fees (e.g., Minetek blowers).

Variable Cost: The following are examples of the fees that are variable or proportional to Goodyear Brackish Water volumes and TDS:

1. Increased chemical costs of PVGS softening/treatment processes associated with the Goodyear Brackish Water flows and concentrations;
2. Redhawk Costs (e.g., increased water usage costs and excess blowdown pump station and return line operation and maintenance costs); and
3. Energy consumption associated with the new evaporation and/or water recovery equipment.

(END OF APPENDIX A)

APPENDIX B – OPERATIONAL REQUIREMENTS

1. Responsibility/Control of Equipment.

   APS will maintain sole control of all APS owned valves, APS personnel and contractors, and APS equipment, land, and rights-of-way.

   Goodyear will maintain sole control of all Goodyear owned valves, Goodyear personnel and contractors, and Goodyear equipment, land, and rights-of-way.

   Goodyear shall be responsible for alternate storage/disposal when the WRSS Pipeline is not accepting Goodyear Brackish Water for reasons including, but not limited to, an outage, equipment issues, or chemistry changes.

2. Interruptions in Delivery and Notifications.

   The WRSS Pipeline and WRF are periodically shut down to perform planned maintenance outages, typically for 10 to 14 days in April and October. During these periods, Goodyear will be restricted from providing water to the WRSS Pipeline.

   For scheduled outages, APS will provide to Goodyear the dates that APS will not accept Goodyear Brackish Water deliveries from Goodyear at least two weeks in advance. For all other outages, APS will provide notice as soon as practicable.

   APS will also have the right, at any time, to not accept Goodyear Brackish Water deliveries into the WRSS Pipeline based on the operational needs of PVGS. APS will provide Goodyear with one month's notice if possible, and if not possible, APS will provide notice as soon as practicable.

   If APS stops accepting Goodyear Brackish Water deliveries because the water quality does not meet the standards set forth in the Agreement or applicable law, APS will not resume accepting the deliveries until the water quality issues have been resolved.

   If Goodyear stops delivering Goodyear Brackish Water into the WRSS Pipeline for any reason, they will provide APS one month's notice if possible, and if not possible, Goodyear will provide notice as soon as practicable. For water quality issues, delivery should be suspended as soon as possible.

   For planned changes in flows of Goodyear Brackish Water being delivered from Goodyear into the WRSS Pipeline, with the exception of changes associated with routine system operations, Goodyear will notify APS as set forth in the Appendices or in the subsequent Operating Procedures provided by APS.

   For unplanned changes in water flows being delivered from Goodyear into the WRSS Pipeline, Goodyear will notify APS as soon as possible.

   If unexpected chemistry changes are observed by either Goodyear or PVWR, the identifying Party shall notify the other Party as soon as possible. If the unexpected change is determined by either Party to have an unacceptable impact to WRSS Pipeline or PVGS operations, the water source shall be isolated as soon as

possible. APS shall notify the on-call Goodyear technician to isolate the system to ensure no damage to the Goodyear facility.

3. Points of Contact.

   The following points of contact are available for each of the Parties for operational coordination, notices of outages, and testing:

APS, Palo Verde Water Resources	Goodyear
Name: Water Resources Control Room Phone: 623-393-3007 Alternate: Water Resources Name: Water Resources Shift Supervisor Phone: 623-393-3002	Name: Goodyear Water Emergency Phone: 602-623-5801 Alternate: Wastewater Superintendents Name: Louie Gomez Phone: 623-204-9184 Name: Leonard Scheid Phone: 623-640-3689

4. Flow (Volumes and Control).

   The supply of water from Goodyear's water treatment facilities to the WRSS Pipeline shall not exceed 3.3 mgd. Additional limitations may be placed on flow volumes by APS based on the ability to manage impacts to the evaporation ponds, equipment issues in the WRSS Pipeline or PVGS, or changes in supplied water quality (for example, TDS > 9,000 mg/l).

   The following equipment will be installed and maintained by APS at Goodyear's expense:

   - Instantaneous Flow Meters with indication to both Goodyear and PVWR; and
   - Flow totalizers, to be read at approximately 0800 hours on the 1st of each month.

   The Parties will accommodate an initial ramp-in of flows to validate system response. Goodyear will begin delivering Goodyear Brackish Water to the WRSS Pipeline at one point of interconnection at a time in coordination with APS, and as mutually agreed upon in an implementation plan.

   Any future increases will be performed at mutually agreeable increments.

   Goodyear will provide an annual flow plan by December 31st of the prior year and then provide one day notice for planned changes in flow (any time a new reverse osmosis skid is placed in service).

5. Water Quality and Sampling.

Appendix E (Sampling and Analysis) provides an initial list of constituents that are required to be monitored and at what frequency. That Appendix shall be maintained in a Palo Verde operating procedure and may be revised by APS at APS's discretion. Any revisions to the operating procedure shall be communicated to Goodyear prior to implementing the change, along with the basis for the change.

Goodyear shall be responsible for water sampling and analysis, along with communicating results to APS prior to the 15th day of each month.

TDS shall be between 6,000 mg/l and 9,000 mg/l annual average.

On-line monitoring of certain parameters, as installed per the system design, shall be available for APS personnel to monitor water flow and quality. If these on-line monitoring system(s) become unavailable, APS may, at its discretion, request more frequent sampling and analysis by Goodyear.

In the event of an exceedance of one of the listed Constituent Specifications in Appendix E or a determination of an excessive exceedance of a Target in Appendix E, in APS's sole discretion, the Parties will work in good faith to isolate the source, and shall halt deliveries until the impact is resolved, or upon mutual written agreement of the Parties.

It is a material breach of this Agreement, which could trigger Section 11.1 of the Agreement, if the water quality exceeds the Constituent Specifications in Appendix E or is determined in excess of an exceedance of a Target in Appendix E, or if there is an unexpected chemistry change in flows that causes an unacceptable impact to WRSS Pipeline and PVGS operations.

(END OF APPENDIX B)

APPENDIX C – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement ("Agreement"), effective as of the Effective Date of the LONG-TERM OPERATING AGREEMENT BETWEEN THE CITY OF GOODYEAR AND ARIZONA PUBLIC SERVICE COMPANY to which this is incorporated as Appendix C, is between Arizona Public Service Company, an Arizona corporation ("APS"), in its capacity as co-owner and Operating Agent for Palo Verde Generating Station ("PVGS"), and the City of Goodyear ("Goodyear"). The parties to this Agreement may be referred to individually as a "Party" and collectively as the "Parties."

Unless specifically set forth herein, all capitalized terms will have the same definition as provided in the Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline (the "Project Agreement") to which this Agreement is attached as Attachment B.

The Parties desire to undertake certain business arrangements as described in the Long-Term Operating Agreement between the City of Goodyear and Arizona Public Service Company in furtherance of mutually beneficial solutions using existing infrastructure operated by APS that provides APS an alternative source of cooling water for Palo Verde Generating Station and the Municipality an alternative means for disposing of Goodyear Brackish Water (as defined in the Long Term Operating Agreement Between the City of Goodyear and Arizona Public Service Company) (the "Purpose"). In furtherance of the Purpose, the Parties may acquire new or disclose existing confidential, trade secret, and proprietary information to one another. APS will be disclosing certain confidential and/or proprietary information relating to this Purpose and APS contractors may gather data related to this Purpose, both at PVGS and at wastewater treatment facilities owned or controlled by Goodyear (collectively, the "Confidential Information").

Therefore, in reliance on the commitments and obligations set forth herein, the Parties agree as follows:

1. This Agreement governs Confidential Information disclosed or gathered by the Parties or APS contractors about the facilities owned or controlled by the Parties, consistent with the Purpose, following the Effective Date and until this Agreement is terminated through express written mutual consent of all of the Parties to this Agreement. The Parties may disclose one another's Confidential Information to the APS contractors in writing, orally, visually, or in any other manner that is not amenable to writing, and as such is covered by the disclosure restrictions provided in this Agreement. Confidential Information may also be gathered by the Parties and the APS contractors through engineering field studies, laboratory analysis, or other measures, and as such is covered by the disclosure restrictions provided in this Agreement. The information, data, and analyses contained in any preliminary, draft, or final report, or other results of the Work shall be considered trade secret, proprietary, and confidential information, and as such shall be considered Confidential Information for the purposes of this Agreement.
2. No Party will use or disclose to any third party, except by express written authorization from a disclosing Party, any Confidential Information in any manner except for the Purpose, and will require that its employees and agents who have access to such Confidential Information maintain such information as strictly confidential subject to the same restrictions imposed by this Agreement. By way of example, but not limitation, no Party shall be allowed to use Confidential Information in connection with any patent application, for any commercial purpose, or for the benefit of any third party. All of the Parties' obligations regarding any Confidential Information received pursuant to this Agreement shall survive until such time as this Agreement is terminated through the mutual express written consent of the Parties to this Agreement.
3. A Party's obligations under paragraph 2 will not apply if the Party can show, with clear and convincing written evidence, that the Confidential Information received hereunder:

a) was already known to said Party prior to the time of first disclosure pursuant to the Purpose; or

b) at the time of disclosure, the information is in the public domain, or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by either Party; or

c) is received in good faith, without any obligation of confidentiality from a third party having a legal right to disclose the same; or

d) is independently developed by either Party by individuals without otherwise having access to such Confidential Information.

4. A Party's obligations under paragraph 2 will not apply under the following circumstances:

a) the Party is subject to Arizona's public records law and has received a request for public records under Arizona State Law that would apply to Confidential Information, provided however, the Party in question promptly notifies the other Party of the request in advance of such disclosure to allow such Party to file for a protective order with a court of competent jurisdiction. If the Party receiving a request for public records has not received evidence that a request for a protective order was filed with a court of competent jurisdiction within 30 days of the date of such notice, the Party that received the public records request shall disclose only that Confidential Information necessary to comply with said public records request. If a request for a protective order is filed, the Party will not release the records requested until ordered to do so by the court or until the case is dismissed; or

b) with regard to disclosure to a legal or regulatory authority, such disclosure is required to be disclosed by either Party pursuant to a legally enforceable order, law, subpoena, or other regulation ("Order"), provided, however, that the Party in question promptly notifies the other Party in advance of such disclosure and discloses only that Confidential Information necessary to comply with said Order.

5. ALL INFORMATION FROM THE PARTIES IS PROVIDED, OR THAT IS GATHERED BY AN APS CONTRACTOR, "AS IS" AND WITHOUT WARRANTY, REPRESENTATION, OR GUARANTEE OF ANY SORT, EXPRESSED OR IMPLIED.

6. The Agreement will not be construed to create any obligation on the part of either Party hereto to retain the other Party's services or to compensate the other Party in any manner, except as may be set forth by a separate written agreement duly executed by authorized representatives of the Parties hereto.

7. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law, subject to the restrictions in paragraph 4(a) and 4(b) of this Agreement.

8. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof, and no amendment or modification to this Agreement shall be valid or binding upon the Parties unless made in writing and signed by each Party, except that in the case of a conflict between this Agreement and the Project Agreement, the terms of the Project Agreement will govern. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronically transmitted and imaged copy signatures will be fully binding and effective for all purposes.

9. This Agreement shall be effective upon the latest date of execution by both Parties to the Agreement, and shall expire three years from either the completion of the Work or the completion of any water treatment projects that result therefrom, if any, whichever is later, unless terminated earlier through mutual written amendment to this Agreement.

ARIZONA PUBLIC SERVICE COMPANY

SIGNATURE: _____

NAME: _____

TITLE: _____

CITY OF GOODYEAR

SIGNATURE: _____
Bryan Langley, City Manager

ATTEST City of Goodyear:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

(END OF APPENDIX C)

APPENDIX D – INSURANCE REQUIREMENTS

1. INSURANCE TERM AND COVERAGE.

   1.1 Until all obligations under the Agreement are satisfied (unless otherwise stated herein), Municipality will at its sole expense, provide and maintain the following insurance coverages and limits without exclusion for liabilities assumed under this Agreement, using forms and insurers acceptable to Company. Municipality shall make no material adverse alteration to the terms of any insurance required herein without the prior written approval of Company. If an insurer makes (or purports to make) any such alteration, Municipality shall notify Company immediately.

2. MANDATORY INSURANCE.

   2.1 Municipality will provide:
   Commercial General Liability ("CGL"). CGL insurance with limits of $2,000,000 per occurrence and $6,000,000 aggregate for general liability and products-completed operations and excess liability coverage for general liability and products and completed operations with limits of $13,000,0000 per occurrence with a $13,000,000 aggregate. Coverage on an "occurrence" basis using Insurance Services Office (ISO) Form CG 00 01 or equivalent, including coverage for premises operations, independent contractors, products-completed operations, personal and advertising injury and contractual liability. The CGL insurance policy shall not contain any clause or provision that limits third-party actions over claims. Products-completed operations coverage to be maintained for at least three (3) years past acceptance, cancellation or termination of the Agreement. Limit may be provided through combination of primary and excess policies.

3. INSURANCE POLICY PROVISIONS AND CONDITIONS.

   3.1 Additional Insured. All the policies required by this Agreement must include Company, Company Indemnitees and the Participants as additional insureds. For any claims related to the Agreement, Municipality's insurance or self-insurance coverage will be the primary insurance and any insurance or self-insurance carried by Company, any of the Company Indemnitee or the Participants will be excess and will not contribute. Company will be entitled to coverage consistent with the broadest utilized ISO coverage endorsements at the time the Agreement is executed, without exception.

   3.2 Waiver of Subrogation. Municipality and subcontractors of every tier will waive, and require its insurers to waive, any and all recovery rights they may have against Company or any Company Indemnitee or the Participants.

   3.3 Separation of Insureds. All policies, except for Workers' Compensation, Professional Liability/Errors and Omissions, and Data Protection/Cyber Liability insurance, will apply separately to each insured against whom claim is made or suit is brought, subject to the policy limit of liability, and will not contain any cross suits exclusion.

   3.4 Self-Insurance and Retentions. Self-insurance and retentions: (1) are the sole responsibility of Municipality; and (2) must provide Company, Company Indemnitees and the Participants all benefits that would otherwise be available and provided under an insurance policy, including, but not limited to, the defense of claims. Upon Company's request, Municipality will present evidence acceptable to Company of its ability to be self-insured and the financial ability to respond to stated self-insured retentions related to the Agreement.

3.5 Evidence of Insurance. Company reserves the right to request a certificate of insurance for any insurance policy required in the Agreement. In the event of a claim, a copy of all policies requested must be provided to Company within five (5) business days.

3.6 Acceptance of Evidence. In no event does Company's failure to receive or identify deficiencies in insurance documentation serve as waiver of Municipality's obligation to obtain and maintain the required insurance coverages and limits. Acceptance of documents by Company does not constitute approval or agreement that the insurance requirements have been met, or that the insurance policies identified in the certificates are in compliance with the insurance requirements of the Agreement.

3.7 Maintenance of Insurance. Municipality's failure to provide satisfactory evidence of insurance will be deemed a material breach of the Agreement. Municipality's lack of insurance does not negate Municipality's obligations under the Agreement. Furthermore, Company may deny access to any Site for so long as Municipality does not sufficiently prove the existence of the required insurance coverages.

3.8 Claims. Municipality will promptly make a full written report to Company of all accidents or claims for damage arising from or in connection with: (i) the Agreement or any Order; (ii) the discharge of Municipality's duties under the Agreement or any Order; or (iii) the presence of Municipality or Municipality Personnel on Company Property. Municipality will cooperate fully with Company and with any insurance carrier in the investigation and defense of all such accidents and claims and such obligation will survive the termination or expiration of the Agreement.

3.9 Notice of Cancellation. Municipality will provide Company with written notice of any cancellation of any required insurance policies within ten (10) calendar days of receipt of notice from Municipality's insurance carrier or broker.

3.10 Provision of Policies. Neither the content of any insurance policy, nor certificate, nor Company's approval thereof, will relieve Municipality of any of its obligations in the Agreement.

3.11 No Representation. Company does not represent that the coverage types or amounts of insurance required in this Agreement are adequate to protect Municipality against all potential losses that Municipality may incur, nor will the types or amounts of insurance be construed to limit, release, or waive any obligations or liabilities of Municipality to Company or other parties.

(END OF APPENDIX D)

APPENDIX E – TESTING REQUIREMENTS

To determine the incremental changes to salt concentrations, sludge creation, and to verify no unexpected changes in water content, Goodyear will comply with the water testing schedule provided below. This testing schedule includes both monthly and quarterly requirements. The laboratory utilized for analysis will be mutually agreed to by Goodyear and Company. The laboratory will send a copy of all testing results to both Parties. Goodyear will be responsible for all sampling and analysis costs.

The method detection limit must be lower than the limit in the tables below. The tables below are subject to change from time to time, at Company's sole discretion, based on operational requirements and/or governmental action. Such changes will become effective within 30 days' notice and do not require an amendment of this Agreement to become binding upon the Parties.

The following constituents shall be analyzed monthly, with the sample occurring on the 1st of the month. Should the 1st fall on a Saturday or Sunday, the samples shall either be taken on the preceding Friday or the following Monday. Testing results should be received by the 15th of each month to support invoicing by the 30th.

Monthly Analysis

The following constituents shall be analyzed monthly, with the sample occurring on the 1st of the month. Should the 1st fall on a Saturday or Sunday, the samples shall either be taken on the preceding Friday or the following Monday. Testing results should be received by the 15th of each month to support invoicing by the 30th.

CONSTITUENT	UNIT	HISTORICAL OPERATING RANGE SITE 12	HISTORICAL OPERATING RANGE BULLARD	SPECIFICATION	TARGET
Alkalinity (as $CaCO_3$)	mg/L	130-210	420-775		< 735
Ammonia	mg/L	0	0		< 1.5
Calcium (as $CaCO_3$)	mg/L	80-240	1,500-3,000		< 4,000
Chloride	mg/L	2,700-3,160	2,200-3,300	< 5,600	< 3,700
Fluoride	mg/L	27-33	2-3		< 33
Magnesium (as $CaCO_3$)	mg/L	0	1,100-2,200		< 3,000
Nitrate (as N)	mg/L	4-11	40-70		< 100
Phosphate	mg/L	0-1	0-1	< 60	< 10
Potassium	mg/L	17-23	29-34		< 57
pH	pH	7.7-7.9	7.9-8.0	6.0-9.0	7.0-8.5
Silica	mg/L	130-160	110-140	< 360	< 200
Sodium	mg/L	2,000-2,400	1,100-2,100		< 3,000
Sulfate	mg/L	730-940	1,600-3,100	< 6,800	< 4,000
Total Dissolved Solids	mg/L	5,800-7,000	6,000-9,700	< 9,000	< 7,500
TSS	mg/L	3-8	4-10	< 30	<15
Conductivity	µmhos/cm	10,500-11,500	10,000-11,400		< 12,000

Specifications - Those process operating parameters established by regulation, plant design, legal contracts, safety or to protect plant equipment.

Targets - Those process operating parameters established as a guideline to allow for the optimum plant operations. These parameters may be exceeded.

Quarterly Analysis

The following constituents shall be analyzed quarterly, with the sample occurring on the 1st month of each quarter, concurrent with the monthly samples. Results should be reported as soon as available, but not later than 45 days after sampling, and impacts to the invoice will be shown in the next available invoice after receipt.

CONSTITUENT	UNIT	HISTORICAL OPERATING RANGE SITE 12	HISTORICAL OPERATING RANGE BULLARD	SPECIFICATION	TARGET
PFAS	ppt	0	3-8		
PFOS	ppt	0	0-11		
Antimony	mg/L	0	0		< 0.006
Arsenic	mg/L	0.2-0.4	0.02-0.06	< 0.4	
Barium	mg/L	0.2-0.4	0.2-0.5		< 2
Beryllium	mg/L	0	0		< 0.004
Boron	mg/L	1.4-1.7	0-1.3		
Cadmium	mg/L	0	0-0.0012		< 0.005
Chloroform	ug/L	0	0-4.3		
Chromium (dissolved)	mg/L	0	0		< 0.1
Chromium (total)	mg/L	0	0-0.05		< 0.1
Ethylbenzene	mg/L	0	0		
Iron	mg/L	0	0		
Lead	mg/L	0	0		< 0.05
Mercury	mg/L	0	0		< 0.002
Nickel	mg/L	0	0		< 0.1
Selenium	mg/L	0-0.011	0.01-0.09	< 0.09	
Silver	mg/L	0	0		
Strontium	mg/L	4.2-6.2	16-20		
Thallium	mg/L	0	0		< 0.002
Trihalomethanes (THMs)	mg/L	0	0-0.0043		< 0.1
Xylene	mg/L	0	0		

Total Organic Carbon (TOC)	mg/L	0-7.3	1-3	< 1,500	

APS maintains the right to change the sampling requirements based on any revisions to county, state, or federal regulations or identification of potentially hazardous constituents not already incorporated into regulations.

If PVGS is expected to be in outage at the time that the sampling is set to occur based on the sections above, Company will provide notice to Goodyear and Goodyear will conduct the sampling before the outage occurs.

(END OF APPENDIX E)

APPENDIX F – CHEMICAL COST DETERMINATION METHODOLOGY

Purpose: The following describes the costs and variables associated with chemicals used to treat Brackish Water influent at PVGS. This methodology is designed for a recovery of costs and not for profit generation. This Appendix F describes the cost recovery for chemical costs only and does not include other costs that may be applicable.

Inputs: PVGS routinely receives and uses the chemicals listed in Table 1 in the treatment of wastewater effluent from the 91st Avenue and Tolleson Wastewater Treatment Plants. The costs of each chemical are subject to market pricing changes and may be adjusted on a real-time basis such that costs are accurately reflected in monthly charges. This historical use data will serve as the use basis for future calculated costs incurred for the use and treatment of Brackish Water at the WRF.

Table 1

Description	Annual Use (4yr Average, CY21-24)		Current PVGS Cost (2025)	Annual Avg Costs	Calculated Annual Cost per lbs TDS	Profile Weighting Factor	Profile Adjusted Cost per lbs TDS
Lime	19878	tons	$ 413.60	$ 8,221,540.80	$ 0.0365	0.93	$ 0.0339
CO2	2810	tons	$ 403.43	$ 1,133,638.30	$ 0.0050	1.06	$ 0.0053
Soda Ash	7745	tons	$ 505.07	$ 3,911,767.15	$ 0.0174	1.06	$ 0.0185
Polymer	14319	gal	$ 17.05	$ 244,138.95	$ 0.0011	1.00	$ 0.0011
Sulfuric Acid AB	446168	gal	$ 2.33	$ 1,039,571.44	$ 0.0046	1.06	$ 0.0049
Sulfuric Acid CT	486860	gal	$ 2.34	$ 1,139,252.40	$ 0.0051	1.00	$ 0.0051
Sodium Hypochlorite	7961894	gal	$ 0.96	$ 7,643,418.24	$ 0.0339	0.00	$ -
Bio Dispersant	49	bin	$ 1,804.00	$ 88,396.00	$ 0.0004	1.00	$ 0.0004
Dispersant	5983	gal	$ 16.32	$ 97,642.56	$ 0.0004	1.00	$ 0.0004
Foamtrol	41	bin	$ 7,839.00	$ 321,399.00	$ 0.0014	1.00	$ 0.0014
			Sum	$ 23,840,764.84	$ 0.1057		**$ 0.0710**

Calculation Method: A four-year average of chemical volumes was used to determine the average annual use and cost per each chemical type. This value is shown in the 'Annual Avg Costs' column in Table 1. This value is then divided by the pounds (lbs) of Total Dissolved Solids (TDS) treated by the WRF on an annual basis to determine the 'Calculated Annual Cost per lbs TDS' for each chemical type. An influent 'Profile Weighting Factor' is also applied to reflect a more accurate representation of the influent chemical components as they are anticipated from Goodyear Brackish Water compared to historical influent received at the WRF. Table 2 identifies the Profile Weighting Factor determinations.

Table 2

Parameter	PVWR Historical Influent		Goodyear RO Reject		Profile Weighting Factor
	mg/L	Fraction	mg/L	Fraction	
Calcium (mg/L)	185	0.52	1989	0.56	1.063419
Magnesium (mg/L)	151	0.43	1475	0.41	0.930576
Silica (mg/L)	18	0.05	115	0.03	

This weighting factor is then applied to Lime, CO2, and Soda Ash and summed for a total cost per pound of TDS of $0.0710/lbs. Sodium Hypochlorite is not anticipated to be impacted by the acceptance of Brackish Water as this treatment is currently all post water softening and is therefore given a profile weighting factor of 0.0 in Table 1. The summed 'Calculated Annual Cost per lbs TDS' value can then be applied to effectively determine the cost for chemicals to treat Brackish Water at the WRF from the Goodyear Brackish Water.

Example Calculation: This example calculation assumes the following:

The Brackish Water influent to WRSS pipeline has an average TDS of 7,000 mg/l.

The volume of Brackish Water is 0.8 mgd or 73.7 AF per month.

$$7{,}000\ ppm\ TDS \times \frac{2.716\ lbs}{AF} \times \frac{73.7\ AF}{month} \times \frac{\$0.0710}{lbs} = \$99{,}484.09\ per\ month$$

ITEM #: 9.
DATE: 06/22/2026
AI #:3286

CITY COUNCIL ACTION REPORT

SUBJECT: RESOLUTION DESIGNATING THE CHIEF FISCAL OFFICER FOR EXPENDITURE LIMIT REPORTING FOR FISCAL YEAR (FY) 2027

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

SUMMARY

Arizona Revised Statutes §41-1279.07(E) requires that the City Council annually designate the Chief Fiscal Officer (CFO) for the purposes of filing the annual expenditure limit report. This resolution names Paul Luizzi, Interim Deputy City Manager, as the designee for FY2027.

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

RECOMMENDATION

Adopt Resolution No. 2026-2527 designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2027 Expenditure Limitation Report to the Arizona Auditor General. (Ryan Bittle, Deputy Finance Director)

FISCAL IMPACT

No fiscal impact will result from the designation.

BACKGROUND AND PREVIOUS ACTIONS

Arizona Revised Statutes §41-1279.07(E) requires that the City Council annually designate the Chief Fiscal Officer (CFO) for the purposes of filing the annual expenditure limit report.

STAFF ANALYSIS

This will meet the CFO designation requirement of A.R.S. §41-1279.07(E). Resolution No. 2026-2527 included as Attachment A.

Attachments

Attachment A - Resolution No. 2026-2527

RESOLUTION NO. 2026-2527

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2027 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer (CFO) the governing body has designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf;

WHEREAS, the City of Goodyear Mayor and Council desires to designate Paul Luizzi, as the City's Chief Fiscal Officer; and

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

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

SECTION 1. Paul Luizzi is hereby designated as the City's Chief Financial Officer for purposes of submitting the fiscal year 2027 AELR to the Arizona Auditor General on the governing's body behalf.

SECTION 2. Resolution No. 2026-2527 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 22nd day of June, 2026.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

ITEM #: 10.
DATE: 06/22/2026
AI #:3386

CITY COUNCIL ACTION REPORT

SUBJECT: RESOLUTION DIRECTING THE CITY OF GOODYEAR PUBLIC IMPROVEMENT CORPORATION TO DEFEASE OUTSTANDING BONDS

STAFF PRESENTER(S): Mayette Bailey, Interim Deputy Director of Finance

SUMMARY

Authorization for city funds to be used for the defeasance of the outstanding Public Improvement Corporation Municipal Facilities Revenue Refunding Bonds, Series 2016A and 2016B and direction to the Public Improvement Corporation Board to execute the defeasance.

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

RECOMMENDATION

Adopt Resolution No. 2026-2529 directing the City of Goodyear Public Improvement Corporation to defease the outstanding City of Goodyear Public Improvement Corporation Municipal Facilities Revenue Refunding Bonds, Series 2016A and Municipal Facilities Revenue Refunding Bonds, Series 2016B; authorizing and providing for the Interim Finance Director or designee to transfer City funds to defease and redeem such bonds; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; and ratifying the actions of all officers and agents of the City and others with respect to the transfer, prepayment, defeasance, and redemption. (Mayette Bailey, Interim Deputy Director of Finance)

FISCAL IMPACT

As of the end of fiscal year 2026, the remaining principal and interest on the Public Improvement Corporation Bonds, Series 2016A and 2016B, total approximately $53.1 million. Prepaying the outstanding principal balance of approximately $44.1 million is expected to generate an estimated $9 million in interest savings and free approximately $9 million in ongoing General Fund revenue currently committed to the debt service of the bonds.

BACKGROUND AND PREVIOUS ACTIONS

The City of Goodyear Public Improvement Corporation (PIC) was created by the City of Goodyear (City) to provide financing for major capital projects. In 2007 and 2008, the PIC and the city entered into lease-purchase agreements to finance and construct the city's baseball stadium and associated training facilities, known as the Baseball Project and the 2008 Baseball Project. These projects were funded through multiple bond issuances secured by General Fund Excise Taxes, later refinanced through the issuance of the Series 2016A and Series 2016B Revenue Refunding Bonds.

On December 9, 2024, city staff presented a Debt Refunding Strategy to the City Council recommending the use of one-time funds to prepay the Series 2016A and 2016B bonds. This approach would free approximately $9 million in ongoing General Fund revenue currently committed to debt service. These funds could then be reallocated to support other operating needs. The fiscal year 2027 Budget, presented at the April 6, 2026 Work Session and adopted by the City Council on May 18, 2026 (Tentative) and June 8, 2026 (Final), includes the planned prepayment of the PIC Series 2016A and 2016B Bonds.

The PIC Board held a meeting today, June 22, 2026 to authorize the prepayment and defeasance of the PIC Series 2016A and 2016B Bonds.

STAFF ANALYSIS

Adoption of Resolution No. 2026-2529, included here as Attachment A, will allow the use of city funds to prepay the 2016A and 2016B PIC bonds. Hilltop Securities Inc. is serving as the municipal advisor and Gust Rosenfeld P.L.C is serving as the municipal bond counsel. The defeasance is in compliance with both the 2016A and 2016B bond covenants, related agreements, and state and federal law.

Attachments

Attachment A - Resolution No. 2026-2529

RESOLUTION NO. 2026-2529

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DIRECTING THE CITY OF GOODYEAR PUBLIC IMPROVEMENT CORPORATION TO DEFEASE THE OUTSTANDING CITY OF GOODYEAR PUBLIC IMPROVEMENT CORPORATION MUNICIPAL FACILITIES REVENUE REFUNDING BONDS, SERIES 2016A AND MUNICIPAL FACILITIES REVENUE REFUNDING BONDS, SERIES 2016B; AUTHORIZING AND PROVIDING FOR THE INTERIM FINANCE DIRECTOR OR DESIGNEE TO TRANSFER CITY FUNDS TO DEFEASE AND REDEEM SUCH BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RATIFYING THE ACTIONS OF ALL OFFICERS AND AGENTS OF THE CITY AND OTHERS WITH RESPECT TO THE TRANSFER, PREPAYMENT, DEFEASANCE, AND REDEMPTION.

WHEREAS, as of December 1, 2007, the City of Goodyear Public Improvement Corporation (the "*Corporation*") and the City of Goodyear, Arizona (the "*City*") entered into a Lease-Purchase Agreement recorded at number 2007-1287636, Official Records of Maricopa County, Arizona, as thereafter amended by the First Amendment to Lease-Purchase Agreement (2007) dated as of November 1, 2011, and the Second Amendment to Lease-Purchase Agreement (2007) dated as of October 1, 2016 (collectively, the "*2007 Lease*"), regarding the acquisition and construction of a baseball stadium, training facilities and all related facilities located on the real property described therein (the "*2007 Project*") and refinancing of the 2007 Project; and

WHEREAS, the Corporation and Wells Fargo Bank, N.A., as initial trustee, entered into a Trust Indenture dated as of December 1, 2007 (the "*Original 2007 Indenture*"), providing for the issuance of $67,850,000 original principal amount of City of Goodyear, Arizona Public Improvement Corporation Municipal Facilities Revenue Bonds, Series 2007A, $3,165,000 original principal amount of Municipal Facilities Revenue Refunding Bonds, Series 2007B, and $3,250,000 original principal amount of Municipal Facilities Revenue Refunding Bonds, Series 2007C (collectively, the "*Series 2007 Bonds*") regarding the 2007 Project, as thereafter supplemented by the First Supplement to Indenture (2007) by and between the Corporation and Wells Fargo Bank, N.A., as trustee, dated as of November 1, 2011 (the "*First 2007 Supplement*"), providing for the issuance of $25,295,000 original principal amount of City of Goodyear, Arizona Public Improvement Corporation Municipal Revenue Refunding Bonds, Series 2011A, and the Second Supplement to Indenture (2007) by and between the Corporation and U.S. Bank National Association, as trustee, dated as of October 1, 2016 (the "*Second 2007 Supplement*"), providing for the issuance of $40,530,000 original principal amount of City of Goodyear, Arizona Public Improvement Corporation Municipal Facilities Revenue Refunding Bonds, Series 2016A (the "*Series 2016A Bonds*"). The Original 2007 Indenture, the First 2007 Supplement, and the Second 2007 Supplement are collectively referred to as the "*2007 Indenture*"; and

WHEREAS, as of December 1, 2008, the Corporation and the City entered into a Lease-Purchase Agreement recorded at number 2008-1051311, Official Records of Maricopa County,

Arizona, as amended by the First Amendment to Lease-Purchase Agreement (2008) dated as of November 1, 2011, and the Second Amendment to Lease-Purchase Agreement (2008) dated as of October 1, 2016 (collectively, the "*2008 Lease*"), regarding the acquisition and construction of baseball training facilities and related facilities located on the real property described therein (the "*2008 Project*") and refinancing of the 2008 Project; and

WHEREAS, the Corporation and Wells Fargo Bank, N.A., as initial trustee, entered into a Trust Indenture dated as of December 1, 2008 (the "*Original 2008 Indenture*"), providing for the issuance of $34,450,000 original principal amount of City of Goodyear, Arizona Public Improvement Corporation Municipal Facilities Revenue Bonds, Series 2008 (the "*Series 2008 Bonds*") regarding the 2008 Project, as thereafter supplemented by the First Supplement to Indenture (2008) by and between the Corporation and Wells Fargo Bank, N.A., as trustee, dated as of November 1, 2011 (the "*First 2008 Supplement*"), providing for the issuance of $1,515,000 original principal amount of City of Goodyear, Arizona Public Improvement Corporation Municipal Revenue Refunding Bonds, Series 2011B, and the Second Supplement to Indenture (2008) by and between the Corporation and U.S. Bank National Association, as trustee, dated as of October 1, 2016 (the "*Second 2008 Supplement*"), providing for the issuance of $31,165,000 original principal amount of City of Goodyear, Arizona Public Improvement Corporation Municipal Facilities Revenue Refunding Bonds, Series 2016B (the "*Series 2016B Bonds*" and, together with the 2016A Bonds, the "*Bonds*"). The Original 2008 Indenture, the First 2008 Supplement, and the Second 2008 Supplement are collectively referred to as the "*2008 Indenture*"; and

WHEREAS, U.S. Bank National Association replaced Wells Fargo Bank N.A. as the trustee under the 2007 Indenture and the 2008 Indenture, and is now known as U.S. Bank Trust Company, National Association (the "*Trustee*"); and

WHEREAS, City staff has recommended that the Corporation redeem all of the then outstanding Series 2016A Bonds, which mature on July 1 of the years 2028 through 2032, inclusive (the "*2016A Bonds Being Defeased*"), and all of the then outstanding Series 2016B Bonds, which mature on July 1 of the years 2027 through 2031, inclusive (the "*2016B Bonds Being Defeased*" and together with the 2016A Bonds Being Defeased, the "*Bonds Being Defeased*") to reduce the City's financial liability; and

WHEREAS, the Corporation desires to prepay and defease the Bonds Being Defeased, subject to the terms outlined in this Resolution, if (i) so directed by the Mayor and Council of the City (the "*City Council*") pursuant to Section 4.04 of the 2007 Indenture and the 2008 Indenture, and (ii) the City Council authorizes the transfer of sufficient funds to the Trustee to defease the Bonds Being Defeased and to pay the costs of the transaction; and

WHEREAS, the firm of Hilltop Securities Inc. will serve as the Corporation's municipal advisor (the "*Municipal Advisor*") with respect to the Bonds Being Defeased; and

WHEREAS, the City Council finds that the City will reduce its financial liability if City funds are transferred in an amount sufficient to defease and redeem in advance of maturity the Bonds Being Defeased and to pay the costs of the transaction.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Goodyear, Arizona, as follows:

Section 1. **Authorization; Application of Moneys**. The City Council hereby authorizes and directs the Interim Finance Director of the City (the "*Finance Director*") or designee to transfer City funds to the Trustee in an aggregate amount not to exceed $41,000,000, an amount that is sufficient, together with other amounts held by the Trustee and available therefor, to defease the Bonds Being Defeased and to pay all costs associated therewith. The proceeds of the transfer of funds, after payment of the costs and expenses of the transaction, shall be applied by the Trustee to pay the principal of, and interest on, the Bonds Being Defeased as the same are called for redemption. Any amounts remaining after payment of all amounts due shall be refunded to the City.

Section 2. **Redemption of Bonds Being Defeased**. Pursuant to Article IV of the 2007 Indenture and the 2008 Indenture, the City hereby directs the Corporation to cause the redemption of the Bonds Being Defeased, to give written notice thereof to the Trustee, and to direct the Trustee to take all actions necessary to cause such redemption on such date as is determined by the Finance Director.

Section 3. **Irrepealable**. After the City funds are transferred to the Trustee, this Resolution shall be and remain irrepealable and shall not be repealed or amended in any manner that would impair, impede, or lessen the rights of the owners of the Bonds Being Defeased then outstanding.

Section 4. **Federal Tax Law Covenants**.

(a) As authorized by Arizona Revised Statutes and in consideration of retaining the exclusion of interest income on the Bonds Being Defeased from gross income for federal income tax purposes, the City covenants with the owners from time to time of the Bonds Being Defeased to neither take nor fail to take any action which action or failure to act is within its power and authority and would result in interest income on the Bonds Being Defeased becoming subject to inclusion as gross income for federal income tax purposes under either laws existing on the date of issuance of the Bonds Being Defeased or such laws as they may be modified or amended.

(b) The City agrees that it will comply with such requirement(s) and will take any such action(s) as in the opinion of Gust Rosenfeld P.L.C., or other nationally recognized municipal bond counsel firm selected by the Corporation, as bond counsel to the Corporation ("*Bond Counsel*"), are necessary to prevent interest income on the Bonds Being Defeased becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include, but are not limited to, making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants, and assurances contained in certificates or agreements to be prepared by Bond Counsel; paying to the United States of America any required amounts representing rebates of investment income relating to the Bonds Being Defeased; filing forms, statements, and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating to the Bonds Being Defeased; and limiting the use of the proceeds of the transfer of funds.

Section 5. **Budget Transfer Authorization**. Pursuant to this Resolution, any budget transfers necessary related to the defeasance of the Bonds Being Defeased are hereby authorized and approved.

Section 6. **Severability**. If any section, paragraph, subdivision, sentence, clause, or phrase of this Resolution is for any reason held to be illegal or unenforceable by a decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that this Resolution would have been enacted with each and every other remaining section, paragraph, subdivision, sentence, clause, or phrase and would have authorized the transfer of funds and defeasance and redemption of the Bonds Being Defeased pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses, or phrases of this Resolution may be held illegal, invalid, or unenforceable.

Section 7. **Ratification of Actions**. All actions of the officials and agents of the City and the Trustee that are in conformity with the purposes and intent of this Resolution and in furtherance of the transfer, prepayment, defeasance, and redemption of the Bonds Being Defeased as contemplated by this Resolution, shall be and are hereby ratified, confirmed, and approved. The proper officials and agents of the City and the Trustee are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents as may be necessary to carry out the terms and intent of this Resolution.

Section 8. **Waiver of Inconsistency**. All orders, resolutions, and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution, or ordinance of any part thereof.

[Signatures on following page]

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Arizona, this 22nd day of June, 2026.

_____
Joe Pizzillo, Mayor

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Gust Rosenfeld P.L.C., Bond Counsel

CERTIFICATION

I, Jasmine Pernicano, the duly appointed and acting City Clerk of the City of Goodyear, Arizona, do hereby certify that the above and foregoing Resolution No. 2026-2529 was duly passed by the Mayor and Council of the City of Goodyear, Arizona, at a regular meeting held on June 22, 2026, and the vote was ____ aye's, ___ nay's, _____ abstained and _____ were absent, and that the Mayor and ____ Council Members were present thereat.

_____
City Clerk

ITEM #: 11.
DATE: 06/22/2026
AI #:3285

CITY COUNCIL ACTION REPORT

SUBJECT: ORDINANCE LEVYING PRIMARY AND SECONDARY PROPERTY TAX LEVIES FOR FY2027

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

SUMMARY

Adopt the primary and secondary property tax levies for FY2027.

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

RECOMMENDATION

Adopt Ordinance No. 2026-1650 levying upon the assessed valuation of the property within the City of Goodyear, subject to primary and secondary taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amounts estimated to be required in the Annual Budget for the purpose of paying for various expenses; to raise the amount estimated to be received from other sources of revenues; providing funds for various bond redemptions, for the purpose of paying principal and interest upon bonded indebtedness; all for fiscal year ending the 30th day of June, 2027. (Ryan Bittle, Deputy Director of Finance)

FISCAL IMPACT

The primary and secondary property tax levies are a part of an overall finance strategy that provides funding for the city's budget. The adopted FY2027 Budget totals $1,419,198,600 dollars, of which $34,229,145 is funded by these property tax levies. Adopting these property tax levies is the final step in the process of establishing the FY2027 budget.
If approved, $17,917,545 will be generated from the primary property tax levy to support the General Fund's ongoing operations and $16,311,600 will be generated from the secondary property tax levy to pay debt service on voter-approved General Obligation (G.O.) Bond debt.

BACKGROUND AND PREVIOUS ACTIONS

Annual Budget Process:
- The 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.
- 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 Business Gazette, Republic 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.

Property Tax Levy Process:
- In accordance with Arizona Revised Statute (A.R.S.) § 42-17107, when the municipal primary property tax levy, excluding any increases due to the value of new construction, is greater than the amount levied in the previous year, actions must be taken to inform residents. These notices and actions are referred to as Truth-in-Taxation and appeared in the Arizona Business Gazette, Republic Edition (a local newspaper of general circulation) on May 22nd and May 29th, 2026, as well as in a news release on May 20th, 2026.
- Further, state required budget forms are posted on the website, where they must remain for five years, and are also available at the library and City Clerk's Office. A public hearing was held on June 8th, 2026, prior to final adoption of the FY2027 budget and for the Truth-In-Taxation requirements associated with the Primary Property Tax levy. On June 8th, the City Council also adopted the Truth-In-Taxation increase of $329,905 that is included in the primary property tax levy presented for approval.

STAFF ANALYSIS

The primary property tax levy for FY2027 of $17,917,545 is expected to create a primary property tax rate of $0.9082 per $100 of assessed valuation. As a part of the general fund revenue, the primary property tax levy supports general fund activities, including police and fire protection, operations and maintenance, and many other general governmental functions. This levy amount is consistent with the City Council's adopted financial policy to maximize the primary property tax. The secondary property tax levy of $16,311,600 is expected to create a secondary property tax rate of $0.8268 per $100 of assessed valuation and will be used to fund the principal, interest, and redemption charges on voter-approved general obligation bonds. The FY2027 overall combined property tax rate of $1.7350 would equate to a city property tax payment of $173.50 for a home with an assessed value of $100,000. Ordinance No. 2026-1650 is provided as Attachment A.

Attachments

Attachment A - Ordinance No. 2026-1650

ORDINANCE NO. 2026-1650

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GOODYEAR, SUBJECT TO PRIMARY AND SECONDARY TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNTS ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR THE PURPOSE OF PAYING FOR VARIOUS EXPENSES; TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUES; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST UPON BONDED INDEBTEDNESS; ALL FOR FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2027.

WHEREAS, the Mayor and Council of the city of Goodyear, Arizona adopted the fiscal year 2026-2027 final budget on June 8th, 2026; and

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

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

SECTION 1. PRIMARY PROPERTY TAX LEVY

There is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Goodyear, except such property as may be by law exempt from taxation, a primary property tax rate sufficient to raise the sum of seventeen million, nine hundred seventeen thousand and five hundred and forty-five dollars ($17,917,545) for the City of Goodyear for the fiscal year ending June 30, 2027.

SECTION 2. SECONDARY PROPERTY TAX LEVY

There is hereby levied on each one hundred dollars ($100.00) of assessed value of all property, both real and personal, within the corporate limits of the City of Goodyear, except such property as may be by law exempt from taxation, a secondary property tax rate sufficient to raise the sum of sixteen million, three hundred eleven thousand and six hundred dollars ($16,311,600) for the City of Goodyear for the fiscal year ending June 30, 2027.

SECTION 3. No failure by the County Officials of Maricopa County, Arizona, to properly return the delinquent list and no irregularity in the assessment or omission in the same, or irregularity of any kind in any proceedings shall invalidate such proceedings or invalidate any title conveyed by any tax deed; nor shall any failure same, or irregularity of any kind in any proceedings shall invalidate such proceedings or invalidate any title conveyed by any tax deed; nor shall any failure Ordinance No. 2026-1650 Page 2 of 2 or neglect of any officer or officers to perform any of the duties assigned to him or to them on the day within time specified work an invalidation of any proceedings or of any such deed or sale or affect the validity

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

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

SECTION 5. RECORDATION

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

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 22nd day of June, 2026.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

ITEM #: 12.
DATE: 06/22/2026
AI #:3148

CITY COUNCIL ACTION REPORT

SUBJECT: **RESOLUTION ESTABLISHING A SPECIAL PUBLIC IMPROVEMENT PROJECT AREA AND AUTHORIZING COST RECOVERY FOR CIP PROJECT #42046 COTTON LANE: ESTRELLA PARKWAY TO COTTON LANE BRIDGE**

STAFF PRESENTER(S): Steve Scinto, Director of Engineering; Logan Hopp, Deputy Director of Engineering

SUMMARY

Adopt Resolution No. 2026-2530 for the formation of a Special Public Improvement Project Area authorizing the Cost Recovery for the Capital Improvement Program (CIP) Project #42046 Cotton Lane: Estrella Parkway to Cotton Lane Bridge.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Adopt Resolution No. 2026-2530 approving and establishing a “Special Public Improvement Project Area” that includes properties receiving special benefits from improvements widening Cotton Lane and authorizing the City to recover an allocated share of the costs of the special public improvements from the owners of the benefited properties. (Logan Hopp, Deputy Director of Engineering)

FISCAL IMPACT

The estimated total cost of the project improvements for the Cotton Lane widening project is $13,861,466.50. Certain portions of the project improvements, estimated to cost $9,539.352.17, will specifically benefit thirteen properties. The remainder of the costs are for improvements that provide a general benefit to the public. The proposed resolution will allow the city to seek reimbursement from the owners and developers of the properties specifically benefiting from these improvements at the time the benefited properties develop.

BACKGROUND AND PREVIOUS ACTIONS

The Estrella communities south of the Gila River are experiencing growth consistent with the growth seen throughout the city. Cotton Lane crosses the Gila River approximately two miles west of the Estrella Parkway Bridge. The Cotton Lane Bridge, constructed in 2007, was built to accommodate six lanes; however, it is currently striped and configured for four lanes of traffic (two lanes of travel in each direction) with a wide center median. South of the Cotton Lane Bridge, Cotton Lane currently only has two travel lanes (one northbound lane and one southbound lane) to its intersection with Estrella Parkway. This segment of Cotton Lane's was installed as an interim condition.

The widening of Cotton Lane between Estrella Parkway and approximately 700 feet south of the Gila River is identified in the City's 2023 Transportation Master Plan (TMP). The city's CIP project advances completion of Cotton Lane as a divided arterial between Estrella Parkway and the Gila River bridge. The project scope includes rehabilitation and widening of Cotton Lane to four lanes, improving long-term capacity and overall corridor performance. The project represents a strategic near-term investment in mobility and multimodal connectivity.

The project was added to the Fiscal Year (FY) 2023–2027 Capital Improvement Program with design funding programmed in FY2023 (CIP #42046 – Cotton Lane – Estrella Parkway to Cotton Lane Bridge).

At the June 6, 2022 Special Meeting, Council adopted Resolution No. 2022-2253, which authorized the expenditure of funds up to $806,200 for design services for the Cotton Lane Widening – Estrella Parkway to Cotton Lane Bridge (CIP #42046) project.

At the December 18, 2023 Regular Meeting, Council adopted Resolution No. 2023-2371, approving the 2023 Goodyear Transportation Master Plan, which includes the widening of Cotton Lane between Estrella Parkway and the Gila River Bridge.

At the June 9, 2025 Special Meeting, Council adopted Resolution No. 2025-2475, which authorized the expenditure of funds up to $20,912,200 for design and construction of the Cotton Lane Widening – Estrella Parkway to Cotton Lane Bridge (CIP #42046) project.

STAFF ANALYSIS

Pursuant to city development requirements, the owners (or developers) of properties adjacent to the section of Cotton Lane between Estrella Parkway and the Gila River Bridge are responsible for constructing full half-street improvements. These improvements are being constructed as part of the city's CIP Cotton Lane widening project; therefore, the city's construction of these improvements confers a special benefit upon the adjacent properties for which the owners have not yet contributed. Accordingly, staff is seeking to recover the proportionate cost of these improvements from the owners of the benefited properties.

Resolution No. 2026-2530 would establish the Special Public Improvement Project Area and authorize the city to recover the costs of the improvements benefiting the adjacent properties.

The engineer's estimate of the maximum probable cost allocated to each benefited property is set forth in Exhibit 1 of the resolution as reflected in Attachment A with Exhibits 1-4. A summary of the allocated costs is provided below:

Parcel 1: KR TIC 1 LLC

Opinion of Maximum Probable Cost: $537,625.48

Parcel 2: KR TIC 1 LLC
Opinion of Maximum Probable Cost: $578,108.88

Parcel 3: KR TIC 1 LLC
Opinion of Maximum Probable Cost: $559,417.81

Parcel 4: KR TIC 1 LLC
Opinion of Maximum Probable Cost: $594,286.98

Parcel 5: KR TIC 1 LLC
Opinion of Maximum Probable Cost: $402,037.19

Parcel 6: KR TIC 1 LLC
Opinion of Maximum Probable Cost: $896,149.94

Parcel 7: KR TIC 1 LLC
Opinion of Maximum Probable Cost: $993,455.38

Parcel 8: KR TIC 1 LLC
Opinion of Maximum Probable Cost: $856,220.92

Parcel 9: James L. King Family Trust
Opinion of Maximum Probable Cost: $37,316.69

Parcel 10: KR TIC 1 LLC
Opinion of Maximum Probable Cost: $914,170.76

Parcel 11: KR TIC 1 LLC
Opinion of Maximum Probable Cost: $991,387.48

Parcel 12: KR TIC 1 LLC
Opinion of Maximum Probable Cost: $856,060.66

Parcel 13: KR TIC 1 LLC
Opinion of Maximum Probable Cost: $1,323,119.99

The owners of the benefited properties were notified in writing of the city's intent to seek cost recovery for the improvements benefiting their respective properties, including the formation of a Special Public Improvement Project Area. The purpose of the public hearing is to provide the benefited property owners an opportunity to raise any objections to the cost allocation methodology. Upon submittal of development proposals for these properties, the city will require reimbursement of the proportionate share of the improvement costs. Reimbursement will be required prior to the recordation of the first final plat subdividing all or any portion of a benefited property, or as a condition of approval of any site plan for development of any portion of a benefited property. The city may withhold construction permits until the required reimbursement has been paid.

Staff recommends adopting Resolution No. 2026-2530, included as Attachment A, establishing the Special Public Improvement Project Area and requiring the owners of properties receiving special benefits from the Cotton Lane widening improvements to reimburse the city for their proportionate share of the costs, in an amount not to exceed the

maximum probable costs set forth in the engineer’s estimates attached to the resolution.

Attachments

Attachment A - Resolution No. 2026-2530 with Exhibits
Staff Presentation

RESOLUTION NO. 2026-2530

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

WHEREAS, to facilitate the development of property along Cotton Lane within the city of Goodyear, the city wants to improve an approximate 1.5 miles of Cotton Lane generally located between Estrella Parkway and the Gila River Bridge, by adding additional lanes to the east half of Cotton Lane, which will result in this section of Cotton Lane widening to four lanes, and by rehabilitating existing improvements (CIP #42046 – Cotton Lane Widening);

WHEREAS, the project improvements will be constructed adjacent to fifteen (15) different properties;

WHEREAS, the maximum estimated cost for the project improvements is $13,861,466.50;

WHEREAS, certain of the project improvements are for the general benefit of the public and the estimated costs of the project improvements that are for the general benefit of the public is;

WHEREAS, certain of the project improvements being constructed will specifically benefit thirteen (13) of the fifteen (15) properties located adjacent to the where the project improvements will be constructed. The owners of the thirteen (13) properties have not contributed to the cost of the improvements and who are not subject to any other assessments or special charges for the improvements benefiting their properties. These off-site improvements constitute Special Public Improvements under Chapter 24, Article 24 of the Goodyear City Code;

WHEREAS, the Special Public Improvements include the construction of two traffic lanes, new pavement improvements, curbs, gutters, signing, marking, storm drain & catch basin improvements, drainage improvements, utility adjustments and relocations, as more particularly reflected in the estimates of the maximum probable cost for each of the Benefited Properties set forth in Exhibit 1 attached hereto and incorporated herein by this reference;

WHEREAS, the thirteen (13) properties that will receive a specific benefit from the Special Public Improvements for which the properties have not contributed (the "Benefited Properties") are legally described and depicted in Exhibit 3 attached hereto and incorporated herein by this reference, which also exhibit also includes the identifies of the current owners of each of the Benefited Properties;

WHEREAS, a map of the Benefited Properties (the "Special Improvement Project Area") is depicted in Exhibit 2 attached hereto and incorporated herein by this reference;

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

WHEREAS, the estimated total cost of the Special Public Improvements benefiting the thirteen Benefited Properties is $9,539,352.17;

WHEREAS, because a portion of these improvements will create specific benefits for properties that have not specifically contributed to the improvements, the City is seeking reimbursement from the owners of the Benefited Properties based on the benefit the Benefited Properties receive from the Special Public Improvements;

WHEREAS, the current owners of Benefited Properties received notice in writing of the public hearing to be held for consideration of the adoption of the Resolution of Intention not less than 30 days prior to the public hearing and the notice included a copy of supporting materials that explained the methodology used for determining which properties will benefit from the Special Public Improvements, the estimated costs of the Special Public Improvement that solely benefit the property, the cost of the Special Public Improvements that benefit multiple Benefitted Properties and the allocations of those costs among such Benefited Properties; and

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

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

SECTION 1. The public health, safety and welfare of the citizens of the City of Goodyear require the construction of the Special Public Improvements generally described in the Recitals above and that are specifically described in estimates of the maximum probable cost for each of the Benefited Properties set forth Exhibit 1, and the construction of the Special Public Improvements is hereby ordered.

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

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

SECTION 4. At the time of development, the then owner of each Benefited Property is required to reimburse the City for the actual costs of the Special Public Improvements benefiting the owner's property, in an amount not to exceed the estimated maximum probable cost of the Special Public Improvements allocated to the Benefited Property as set forth in Exhibit 1 and summarized in Exhibit 4 attached hereto and incorporated herein by this reference. The actual costs shall be allocated consistent with the methodology allocating the costs of the Special Public Improvements used in establishing the estimated maximum probable cost of the Special Public Improvements for the Benefited Property.

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

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

SECTION 7. Resolution 2026-2530 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 22nd day of June, 2026.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT 1

ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST

FOR THE BENEFITED PROPERTIES

(Narrative and Estimate for Benefited Properties)

The Cotton Lane – Estrella Parkway to Cotton Lane Bridge project (City of Goodyear CIP 42046) consists of roadway improvements in both the north and southbound directions along 15 parcels, with only 13 parcels being part of the cost recovery exercise. The northbound direction improvements are approximately 8,296.29 linear feet of roadway improvements, and the southbound direction improvements are approximately 8,391.03 linear feet. The total approximate construction cost for the roadway improvements is $13,861,466.50.

An exercise to assist with Cost Recovery was completed along the project corridor for 13 parcels fronting the proposed improvements, which involved breaking the overall project length into frontage lengths along those parcels and assigning it as a percentage of the total improvement. This percentage was used in the cost recovery estimates to assign value to lump sum items, construction items, and items based on the engineer's discretion. The two parcels with APN's 400-03-958G and 400-03-958E at the southernmost portion of the project contain minor improvements that were accounted for in the overall total but were excluded from the cost recovery exercise, as they are not directly benefited from the improvements (i.e. tie in improvements). The total approximate cost of the roadway improvements fronting these 13 parcels is $9,539,352.17.

The section below is a summary of each parcel, the frontage length of the parcel, and a percentage of the improvements. Note, the parcel cost does include a cost for construction engineering services including permits, inspections and third-party quality assurance. In addition, the parcels cost below includes a percentage for the final design cost based on the linear footage of frontage and is broken down to a cost per linear foot in the table provided.

Parcel 1

The frontage length along this parcel is 1,340.581 linear feet, which accounts for 8.06% of the total improvements. The total estimated cost for this parcel is $537,625.48.

Parcel 2

The frontage length along this parcel is 1,338.866 linear feet, which accounts for 8.05% of the total improvements. The total estimated cost for this parcel is $578,102.88.

Parcel 3

The frontage length along this parcel is 1,376.430 linear feet, which accounts for 8.28% of the total improvements. The total estimated cost for this parcel is $559,417.81.

Parcel 4

The frontage length along this parcel is 1,361.439 linear feet, which accounts for 8.19% of the total improvements. The total estimated cost for this parcel is $594,286.98.

Parcel 5

The frontage length along this parcel is 1,009.052 linear feet, which accounts for 6.07% of the total improvements. The total estimated cost for this parcel is $402,037.19.

Parcel 6

The frontage length along this parcel is 1,869.920 linear feet, which accounts for 11.23% of the total improvements. The total estimated cost for this parcel is $896,149.94.

Parcel 7

The frontage length along this parcel is 1,338.176 linear feet, which accounts for 8.05% of the total improvements. The total estimated cost for this parcel is $993,455.38.

Parcel 8

The frontage length along this parcel is 1,280.093 linear feet, which accounts for 7.69% of the total improvements. The total estimated cost for this parcel is $856,220.92.

Parcel 9

The frontage length along this parcel is 57.354 linear feet, which accounts for 0.34% of the total improvements. The total estimated cost for this parcel is $37,316.69.

Parcel 10

The frontage length along this parcel is 1,361.694 linear feet, which accounts for 8.19% of the total improvements. The total estimated cost for this parcel is $914,170.76.

Parcel 11

The frontage length along this parcel is 1,371.650 linear feet, which accounts for 8.25% of the total improvements. The total estimated cost for this parcel is $991,387.48.

Parcel 12

The frontage length along this parcel is 1,271.635 linear feet, which accounts for 7.32% of the total improvements. The total estimated cost for this parcel is $856,060.66.

Parcel 13

The frontage length along this parcel is 1,710.428 linear feet, which accounts for 10.28% of the total improvements. The total estimated cost for this parcel is $1,323,119.99.

ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST

PARCEL 1

Parcel 1

Item No.	Description	Unit	Quantity	Unit Cost	Total
ROADWAY					
	Owner's Allowance (To be used at Owner's Direction, not Contingency)	Allowance	8.06%	$ 650,000.00	$ 52,390.00
105.80000	Construction Surveying and Layout	LS	8.06%	$ 276,000.00	$ 22,245.60
105.80001	As-Builts	LS	8.06%	$ 20,000.00	$ 1,612.00
106.00000	Contractor Quality Control and Materials Testing	LS	8.06%	$ 460,000.00	$ 37,076.00
107.02000	Stormwater Compliance (AZPDES)	Allowance	8.06%	$ 20,000.00	$ 1,612.00
107.02002	Sediment Wattle, 9" Dia	LF	1,249	$ 6.00	$ 7,494.00
107.02003	Rock Check Dam	Each	10.0	$ 250.00	$ 2,500.00
107.02004	Storm Drain Inlet Protection	Each	1	$ 155.00	$ 155.00
107.02005	Storm Drain Median Inlet Protection	Each	0	$ 320.00	$ 0
107.02006	Rock Cut/Fill Transition	SY	0	$ 33.00	$ 0
107.02007	Stabilized Construction Entrance/Exit	CY	8.06%	$ 3,300.00	$ 265.98
109.09000	Mobilization/Demobilization	LS	8.06%	$ 920,000.00	$ 74,152.00
205.01150	Roadway Excavation	CY			
205.01750	Hard Dig Allowance (Contingent)	Allowance	8.06%	$ 50,000.00	$ 4,030.00
215.01510	Earthwork for Retention Basins	CY	0	$ 30.00	$ 0
220.10150	Riprap, D50=6 in	CY			
301.01000	Subgrade Preparation	SY			
301.02010	Subgrade Repair (Contingent)	Allowance	8.06%	$ 200,000.00	$ 16,120.00
310.03000	Aggregate Base Course (Class II)	CY			
321.01301	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic)	Ton			
321.01301A	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic, 1.5" Lift)	Ton	534	$ 140.00	$ 74,760.00
321.04005	Thickened Edge, MAG Det 201, Type B	LF			
329.01000	Bituminous Tack Coat SS-1h, Diluted	Ton	1.61	$ 1,200.00	$ 1,932.00
340.01110	Vertical Curb & Gutter, Type A, H=6 in, MAG Det 220	LF			$ -
340.01130	Roll Curb & Gutter, Type C, MAG Det 220	LF	0	$ 70.00	$ 0
340.01600	Concrete Apron & Valley Gutter, MAG Det 240	SF	0	$ 35.00	$ 0
345.01100	Adjust Manhole Frame & Cover, MAG Det 422	Each	0	$ 1,250.00	$ 0
345.01200	Adjust Frame & Cover to Grade, MAG Det 391-1	Each	0	$ 1,000.00	$ 0
350.01400	Remove Catch Basin	Each			
350.01800	Remove Concrete Curb and Gutter	LF			
350.01801	Remove Valley Gutter	SF	0	$ 10.00	$ 0
350.04000	Remove and Salvage Traffic Sign Assembly	EA	2	$ 500.00	$ 1,000.00
350.07500	Removal of Pavement	SF			
351.01700	Relocate 2" Air/Vacuum Release Valve Per COG Std G-3328	Each	0	$ 5,000.00	$ 0
401.01000	Maintenance of Traffic/Traffic Control	LS	8.06%	$ 736,000.00	$ 59,321.60
401.01100	Uniformed Off-Duty Law Enforcement Officer	Hours	8.06%	$ 10,000.00	$ 806.00
430.01201	Hydro Seeding - Native Seed Mix	AC	1	$ 3,500.00	$ 3,816.82
460.02000	Remove Thermoplastic Stripe	LF	0	$ 3.00	$ 0
462.01100	4 in White Thermoplastic Traffic Stripe	LF	2,315	$ 1.00	$ 2,315.25
462.01200	4 in Yellow Thermoplastic Traffic Stripe	LF	1,323	$ 1.00	$ 1,323.00
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way)	Each	33	$ 4.50	$ 148.84
463.01520	Thermoplastic/Preformed Symbol Bike Lane Marking Set	Each	1	$ 500.00	$ 500.00
465.01006	Furnish and Install Roadside Sign Assembly (Base, Post, Sign Panel) (C.O.G. Std. Detail G-32	Each	4	$ 1,300.00	$ 5,200.00
505.10150	Catch Basin, MAG Det 535, Type F	Each	0	$ 9,250.00	$ 0
505.13627	Catch Basin COG Std G-3535, Type M-2, L=17 ft	Each	1	$ 19,000.00	$ 19,000.00
610.10210	Concrete Encasement of Waterline, 20 in Pipe, MAG Det 404	LF	0	$ 250.00	$ 0
610.27050	Relocate Fire Hydrant Bypass Assembly, COG Std G-3336	Each	0	$ 15,000.00	$ 0
618.00930	Concrete Pipe Collar for 30 in Pipe, MAG Det 505	Each	0	$ 1,000.00	$ 0
618.00936	Concrete Pipe Collar for 36 in Pipe, MAG Det 505	Each	0	$ 1,500.00	$ 0
618.20518	18 in RGRCP, Class V	LF	0	$ 350.00	$ 0
618.20524	24 in RGRCP, Class V	LF	0	$ 400.00	$ 0
618.20530	30 in RGRCP, Class V	LF	0	$ 450.00	$ 0
618.20536	36 in RGRCP, Class V	LF	0	$ 700.00	$ 0
625.01100	Storm Drain Manhole, MAG Det 520 & 522	Each	0	$ 13,000.00	$ 0
	SUBTOTAL				**$389,776.08**
	SUBTOTAL ESTIMATED CONSTRUCTION COST				**$389,776.08**
	ADDITIONAL PROJECT CONSTRUCTION COSTS				
	CONSTRUCTION ENGINEERING AND ADMINISTRATION		8.06%	$404,000.00	$32,562.40
	CONSTRUCTION COST CONTINGENCIES - BIDDING WITHIN 6 MONTHS		10%	$38,977.61	$38,978.00
	SUBTOTAL ADDITIONAL PROJECT CONSTRUCTION COSTS				**$71,540.40**
	TOTAL CONSTRUCTION COSTS				**$461,316.48**
	DESIGN COST				
	DESIGN ENGINEERING		8.06%	$946,767.00	$76,309.42
	TOTAL DESIGN COSTS				**$76,309.00**
	TOTAL ESTIMATED PROJECT COST				**$537,625.48**

ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST

PARCEL 2

Parcel 2

Item No.	Description	Unit	Quantity	Unit Cost	Total
ROADWAY					
	Owner's Allowance (To be used at Owner's Direction, not Contingency)	Allowance	8.05%	$ 650,000.00	$ 52,325.00
105.80000	Construction Surveying and Layout	LS	8.05%	$ 276,000.00	$ 22,218.00
105.80001	As-Builts	LS	8.05%	$ 20,000.00	$ 1,610.00
106.00000	Contractor Quality Control and Materials Testing	LS	8.05%	$ 460,000.00	$ 37,030.00
107.02000	Stormwater Compliance (AZPDES)	Allowance	8.05%	$ 20,000.00	$ 1,610.00
107.02002	Sediment Wattle, 9" Dia	LF	1,305	$ 6.00	$ 7,830.00
107.02003	Rock Check Dam	Each	17	$ 250.00	$ 4,125.00
107.02004	Storm Drain Inlet Protection	Each	1	$ 155.00	$ 155.00
107.02005	Storm Drain Median Inlet Protection	Each	0	$ 320.00	$ 0
107.02006	Rock Cut/Fill Transition	SY	0	$ 33.00	$ 0
107.02007	Stabilized Construction Entrance/Exit	CY	8.05%	$ 3,300.00	$ 265.65
109.09000	Mobilization/Demobilization	LS	8.05%	$ 920,000.00	$ 74,060.00
205.01150	Roadway Excavation	CY			
205.01750	Hard Dig Allowance (Contingent)	Allowance	8.05%	$ 50,000.00	$ 4,025.00
215.01510	Earthwork for Retention Basins	CY	2,320	$ 30.00	$ 69,600.00
220.10150	Riprap, D50=6 in	CY	0	$ 300.00	$ 0
301.01000	Subgrade Preparation	SY			
301.02010	Subgrade Repair (Contingent)	Allowance	8.05%	$ 200,000.00	$ 16,100.00
310.03000	Aggregate Base Course (Class II)	CY			
321.01301	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic)	Ton			
321.01301A	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic, 1.5" Lift)	Ton	421	$ 140.00	$ 58,954.00
321.04005	Thickened Edge, MAG Det 201, Type B	LF			
329.01000	Bituminous Tack Coat SS-1h, Diluted	Ton	1.27	$ 1,200.00	$ 1,524.00
340.01110	Vertical Curb & Gutter, Type A, H=6 in, MAG Det 220	LF			
340.01130	Roll Curb & Gutter, Type C, MAG Det 220	LF	0	$ 70.00	$ 0
340.01600	Concrete Apron & Valley Gutter, MAG Det 240	SF	0	$ 35.00	$ 0
345.01100	Adjust Manhole Frame & Cover, MAG Det 422	Each	0	$ 1,250.00	$ 0
345.01200	Adjust Frame & Cover to Grade, MAG Det 391-1	Each	0	$ 1,000.00	$ 0
350.01400	Remove Catch Basin	Each			
350.01800	Remove Concrete Curb and Gutter	LF			
350.01801	Remove Valley Gutter	SF	0	$ 10.00	$ 0
350.04000	Remove and Salvage Traffic Sign Assembly	EA	0	$ 500.00	$ 0
350.07500	Removal of Pavement	SF			
351.01700	Relocate 2" Air/Vacuum Release Valve Per COG Std G-3328	Each	0	$ 5,000.00	$ 0
401.01000	Maintenance of Traffic/Traffic Control	LS	8.05%	$ 736,000.00	$ 59,248.00
401.01100	Uniformed Off-Duty Law Enforcement Officer	Hours	8.05%	$ 10,000.00	$ 805.00
430.01201	Hydro Seeding - Native Seed Mix	AC	1.62	$ 3,500.00	$ 5,678.34
460.02000	Remove Thermoplastic Stripe	LF	0	$ 3.00	$ 0
462.01100	4 in White Thermoplastic Traffic Stripe	LF	2,343	$ 1.00	$ 2,343.25
462.01200	4 in Yellow Thermoplastic Traffic Stripe	LF	1,339	$ 1.00	$ 1,339.00
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way)	Each	33	$ 4.50	$ 150.64
463.01520	Thermoplastic/Preformed Symbol Bike Lane Marking Set	Each	1	$ 500.00	$ 500.00
465.01006	Furnish and Install Roadside Sign Assembly (Base, Post, Sign Panel) (C.O.G. Std. Detail G-32	Each	4	$ 1,300.00	$ 5,200.00
505.10150	Catch Basin, MAG Det 535, Type F	Each	0	$ 9,250.00	$ 0
505.13627	Catch Basin COG Std G-3535, Type M-2, L=17 ft	Each	0	$ 19,000.00	$ 0
610.10210	Concrete Encasement of Waterline, 20 in Pipe, MAG Det 404	LF	0	$ 250.00	$ 0
610.27050	Relocate Fire Hydrant Bypass Assembly, COG Std G-3336	Each	0	$ 15,000.00	$ 0
618.00930	Concrete Pipe Collar for 30 in Pipe, MAG Det 505	Each	0	$ 1,000.00	$ 0
618.00936	Concrete Pipe Collar for 36 in Pipe, MAG Det 505	Each	0	$ 1,500.00	$ 0
618.20518	18 in RGRCP, Class V	LF	0	$ 350.00	$ 0
618.20524	24 in RGRCP, Class V	LF	0	$ 400.00	$ 0
618.20530	30 in RGRCP, Class V	LF	0	$ 450.00	$ 0
618.20536	36 in RGRCP, Class V	LF	0	$ 700.00	$ 0
625.01100	Storm Drain Manhole, MAG Det 520 & 522	Each	0	$ 13,000.00	$ 0
	SUBTOTAL				**$426,695.88**
	SUBTOTAL ESTIMATED CONSTRUCTION COST				**$426,695.88**
	ADDITIONAL PROJECT CONSTRUCTION COSTS				
	CONSTRUCTION ENGINEERING AND ADMINISTRATION		8.05%	$404,000.00	$32,522.00
	CONSTRUCTION COST CONTINGENCIES - BIDDING WITHIN 6 MONTHS		10%	$42,669.59	$42,670.00
	SUBTOTAL ADDITIONAL PROJECT CONSTRUCTION COSTS				**$75,192.00**
	TOTAL CONSTRUCTION COSTS				**$501,887.88**
	DESIGN COST				
	DESIGN ENGINEERING		8.05%	$946,767.00	$76,214.74
	TOTAL DESIGN COSTS				**$76,215.00**
	TOTAL ESTIMATED PROJECT COST				**$578,102.88**

ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST

PARCEL 3

Parcel 3

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
ROADWAY					
	Owner's Allowance (To be used at Owner's Direction, not Contingency)	Allowance	8.28%	$ 650,000.00	$ 53,820.00
105.80000	Construction Surveying and Layout	LS	8.28%	$ 276,000.00	$ 22,852.80
105.80001	As-Builts	LS	8.28%	$ 20,000.00	$ 1,656.00
106.00000	Contractor Quality Control and Materials Testing	LS	8.28%	$ 460,000.00	$ 38,088.00
107.02000	Stormwater Compliance (AZPDES)	Allowance	8.28%	$ 20,000.00	$ 1,656.00
107.02002	Sediment Wattle, 9" Dia	LF	1,778	$ 6.00	$ 10,668.00
107.02003	Rock Check Dam	Each	4	$ 250.00	$ 1,000.00
107.02004	Storm Drain Inlet Protection	Each	1	$ 155.00	$ 155.00
107.02005	Storm Drain Median Inlet Protection	Each	1	$ 320.00	$ 160.00
107.02006	Rock Cut/Fill Transition	SY	0	$ 33.00	$ 0
107.02007	Stabilized Construction Entrance/Exit	CY	8.28%	$ 3,300.00	$ 273.24
109.09000	Mobilization/Demobilization	LS	8.28%	$ 920,000.00	$ 76,176.00
205.01150	Roadway Excavation	CY			
205.01750	Hard Dig Allowance (Contingent)	Allowance	8.28%	$ 50,000.00	$ 4,140.00
215.01510	Earthwork for Retention Basins	CY	905	$ 30.00	$ 27,150.00
220.10150	Riprap, D50=6 in	CY	0	$ 300.00	$ 0
301.01000	Subgrade Preparation	SY			
301.02010	Subgrade Repair (Contingent)	Allowance	8.28%	$ 200,000.00	$ 16,560.00
310.03000	Aggregate Base Course (Class II)	CY			
321.01301	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic)	Ton			
321.01301A	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic, 1.5" Lift)	Ton	508	$ 140.00	$ 71,120.00
321.04005	Thickened Edge, MAG Det 201, Type B	LF			
329.01000	Bituminous Tack Coat SS-1h, Diluted	Ton	1.53	$ 1,200.00	$ 1,836.00
340.01110	Vertical Curb & Gutter, Type A, H=6 in, MAG Det 220	LF			
340.01130	Roll Curb & Gutter, Type C, MAG Det 220	LF	0	$ 70.00	$ 0
340.01600	Concrete Apron & Valley Gutter, MAG Det 240	SF	0	$ 35.00	$ 0
345.01100	Adjust Manhole Frame & Cover, MAG Det 422	Each	0	$ 1,250.00	$ 0
345.01200	Adjust Frame & Cover to Grade, MAG Det 391-1	Each	0	$ 1,000.00	$ 0
350.01400	Remove Catch Basin	Each			
350.01800	Remove Concrete Curb and Gutter	LF			
350.01801	Remove Valley Gutter	SF	0	$ 10.00	$ 0
350.04000	Remove and Salvage Traffic Sign Assembly	EA	1	$ 500.00	$ 500.00
350.07500	Removal of Pavement	SF			
351.01700	Relocate 2" Air/Vacuum Release Valve Per COG Std G-3328	Each	0	$ 5,000.00	$ 0
401.01000	Maintenance of Traffic/Traffic Control	LS	8.28%	$ 736,000.00	$ 60,940.80
401.01100	Uniformed Off-Duty Law Enforcement Officer	Hours	8.28%	$ 10,000.00	$ 828.00
430.01201	Hydro Seeding - Native Seed Mix	AC	1	$ 3,500.00	$ 5,114.21
460.02000	Remove Thermoplastic Stripe	LF	0	$ 3.00	$ 0
462.01100	4 in White Thermoplastic Traffic Stripe	LF	2,382	$ 1.00	$ 2,381.75
462.01200	4 in Yellow Thermoplastic Traffic Stripe	LF	1,361	$ 1.00	$ 1,361.00
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way)	Each	33	$ 4.50	$ 148.50
463.01520	Thermoplastic/Preformed Symbol Bike Lane Marking Set	Each	1	$ 500.00	$ 500.00
465.01006	Furnish and Install Roadside Sign Assembly (Base, Post, Sign Panel) (C.O.G. Std. Detail G-32	Each	6	$ 1,300.00	$ 7,800.00
505.10150	Catch Basin, MAG Det 535, Type F	Each	0	$ 9,250.00	$ 0
505.13627	Catch Basin COG Std G-3535, Type M-2, L=17 ft	Each	0	$ 19,000.00	$ 0
610.10210	Concrete Encasement of Waterline, 20 in Pipe, MAG Det 404	LF	0	$ 250.00	$ 0
610.27050	Relocate Fire Hydrant Bypass Assembly, COG Std G-3336	Each	0	$ 15,000.00	$ 0
618.00930	Concrete Pipe Collar for 30 in Pipe, MAG Det 505	Each	0	$ 1,000.00	$ 0
618.00936	Concrete Pipe Collar for 36 in Pipe, MAG Det 505	Each	0	$ 1,500.00	$ 0
618.20518	18 in RGRCP, Class V	LF	0	$ 350.00	$ 0
618.20524	24 in RGRCP, Class V	LF	0	$ 400.00	$ 0
618.20530	30 in RGRCP, Class V	LF	0	$ 450.00	$ 0
618.20536	36 in RGRCP, Class V	LF	0	$ 700.00	$ 0
625.01100	Storm Drain Manhole, MAG Det 520 & 522	Each	0	$ 13,000.00	$ 0
	SUBTOTAL				**$406,885.30**

	SUBTOTAL ESTIMATED CONSTRUCTION COST				**$406,885.30**
	ADDITIONAL PROJECT CONSTRUCTION COSTS				
	CONSTRUCTION ENGINEERING AND ADMINISTRATION		8.28%	$404,000.00	$33,451.20
	CONSTRUCTION COST CONTINGENCIES - BIDDING WITHIN 6 MONTHS		10%	$40,688.53	$40,689.00
	SUBTOTAL ADDITIONAL PROJECT CONSTRUCTION COSTS				**$74,140.20**
	TOTAL CONSTRUCTION COSTS				**$481,025.50**
	DESIGN COST				
	DESIGN ENGINEERING		8.28%	$946,767.00	$78,392.31
	TOTAL DESIGN COSTS				**$78,392.31**
	TOTAL ESTIMATED PROJECT COST				**$559,417.81**

ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST

PARCEL 4

Parcel 4

Item No.	Description	Unit	Quantity	Unit Cost	Total
ROADWAY					
	Owner's Allowance (To be used at Owner's Direction, not Contingency)	Allowance	8.19%	$ 650,000.00	$ 53,235.00
105.80000	Construction Surveying and Layout	LS	8.19%	$ 276,000.00	$ 22,604.40
105.80001	As-Builts	LS	8.19%	$ 20,000.00	$ 1,638.00
106.00000	Contractor Quality Control and Materials Testing	LS	8.19%	$ 460,000.00	$ 37,674.00
107.02000	Stormwater Compliance (AZPDES)	Allowance	8.19%	$ 20,000.00	$ 1,638.00
107.02002	Sediment Wattle, 9" Dia	LF	1,915	$ 6.00	$ 11,490.00
107.02003	Rock Check Dam	Each	4	$ 250.00	$ 1,000.00
107.02004	Storm Drain Inlet Protection	Each	1	$ 320.00	$ 320.00
107.02005	Storm Drain Median Inlet Protection	Each	0	$ 320.00	$ 0
107.02006	Rock Cut/Fill Transition	SY	0	$ 33.00	$ 0
107.02007	Stabilized Construction Entrance/Exit	CY	8.19%	$ 3,300.00	$ 270.27
109.09000	Mobilization/Demobilization	LS	8.19%	$ 920,000.00	$ 75,348.00
205.01150	Roadway Excavation	CY			
205.01750	Hard Dig Allowance (Contingent)	Allowance	8.19%	$ 50,000.00	$ 4,095.00
215.01510	Earthwork for Retention Basins	CY	2,446	$ 30.00	$ 73,380.00
220.10150	Riprap, D50=6 in	CY	0	$ 300.00	$ 0
301.01000	Subgrade Preparation	SY			
301.02010	Subgrade Repair (Contingent)	Allowance	8.19%	$ 200,000.00	$ 16,380.00
310.03000	Aggregate Base Course (Class II)	CY			
321.01301	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic)	Ton			
321.01301A	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic, 1.5" Lift)	Ton	434	$ 140.00	$ 60,748.80
321.04005	Thickened Edge, MAG Det 201, Type B	LF			$ -
329.01000	Bituminous Tack Coat SS-1h, Diluted	Ton	1.31	$ 1,200.00	$ 1,572.00
340.01110	Vertical Curb & Gutter, Type A, H=6 in, MAG Det 220	LF			
340.01130	Roll Curb & Gutter, Type C, MAG Det 220	LF	0	$ 70.00	$ 0
340.01600	Concrete Apron & Valley Gutter, MAG Det 240	SF	0	$ 35.00	$ 0
345.01100	Adjust Manhole Frame & Cover, MAG Det 422	Each	0	$ 1,250.00	$ 0
345.01200	Adjust Frame & Cover to Grade, MAG Det 391-1	Each	0	$ 1,000.00	$ 0
350.01400	Remove Catch Basin	Each			
350.01800	Remove Concrete Curb and Gutter	LF			
350.01801	Remove Valley Gutter	SF	0	$ 10.00	$ 0
350.04000	Remove and Salvage Traffic Sign Assembly	EA	0	$ 500.00	$ 0
350.07500	Removal of Pavement	SF			
351.01700	Relocate 2" Air/Vacuum Release Valve Per COG Std G-3328	Each	0	$ 5,000.00	$ 0
401.01000	Maintenance of Traffic/Traffic Control	LS	8.19%	$ 736,000.00	$ 60,278.40
401.01100	Uniformed Off-Duty Law Enforcement Officer	Hours	8.19%	$ 10,000.00	$ 819.00
430.01201	Hydro Seeding - Native Seed Mix	AC	2.2	$ 3,500.00	$ 7,605.51
460.02000	Remove Thermoplastic Stripe	LF	0	$ 3.00	$ 0
462.01100	4 in White Thermoplastic Traffic Stripe	LF	2,384	$ 1.00	$ 2,383.50
462.01200	4 in Yellow Thermoplastic Traffic Stripe	LF	1,362	$ 1.00	$ 1,362.00
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way)	Each	33	$ 4.50	$ 148.50
463.01520	Thermoplastic/Preformed Symbol Bike Lane Marking Set	Each	1	$ 500.00	$ 500.00
465.01006	Furnish and Install Roadside Sign Assembly (Base, Post, Sign Panel) (C.O.G. Std. Detail G-32	Each	4	$ 1,300.00	$ 5,200.00
505.10150	Catch Basin, MAG Det 535, Type F	Each	0	$ 9,250.00	$ 0
505.13627	Catch Basin COG Std G-3535, Type M-2, L=17 ft	Each	0	$ 19,000.00	$ 0
610.10210	Concrete Encasement of Waterline, 20 in Pipe, MAG Det 404	LF	0	$ 250.00	$ 0
610.27050	Relocate Fire Hydrant Bypass Assembly, COG Std G-3336	Each	0	$ 15,000.00	$ 0
618.00930	Concrete Pipe Collar for 30 in Pipe, MAG Det 505	Each	0	$ 1,000.00	$ 0
618.00936	Concrete Pipe Collar for 36 in Pipe, MAG Det 505	Each	0	$ 1,500.00	$ 0
618.20518	18 in RGRCP, Class V	LF	0	$ 350.00	$ 0
618.20524	24 in RGRCP, Class V	LF	0	$ 400.00	$ 0
618.20530	30 in RGRCP, Class V	LF	0	$ 450.00	$ 0
618.20536	36 in RGRCP, Class V	LF	0	$ 700.00	$ 0
625.01100	Storm Drain Manhole, MAG Det 520 & 522	Each	0	$ 13,000.00	$ 0
	SUBTOTAL				**$439,690.38**

	SUBTOTAL ESTIMATED CONSTRUCTION COST				**$439,690.38**
	ADDITIONAL PROJECT CONSTRUCTION COSTS				
	CONSTRUCTION ENGINEERING AND ADMINISTRATION		8.19%	$404,000.00	$33,087.60
	CONSTRUCTION COST CONTINGENCIES - BIDDING WITHIN 6 MONTHS		10%	$43,969.04	$43,969.00
	SUBTOTAL ADDITIONAL PROJECT CONSTRUCTION COSTS				**$77,056.60**
	TOTAL CONSTRUCTION COSTS				**$516,746.98**
	DESIGN COST				
	DESIGN ENGINEERING		8.19%	$946,767.00	$77,540.22
	TOTAL DESIGN COSTS				**$77,540.00**
	TOTAL ESTIMATED PROJECT COST				**$594,286.98**

ENGINEER’S ESTIMATE OF MAXIMUM PROBABLE COST

PARCEL 5

Parcel 5

Item No.	Description	Unit	Quantity	Unit Cost	Total
ROADWAY					
	Owner's Allowance (To be used at Owner's Direction, not Contingency)	Allowance	6.07%	$ 650,000.00	$ 39,455.00
105.80000	Construction Surveying and Layout	LS	6.07%	$ 276,000.00	$ 16,753.20
105.80001	As-Builts	LS	6.07%	$ 20,000.00	$ 1,214.00
106.00000	Contractor Quality Control and Materials Testing	LS	6.07%	$ 460,000.00	$ 27,922.00
107.02000	Stormwater Compliance (AZPDES)	Allowance	6.07%	$ 20,000.00	$ 1,214.00
107.02002	Sediment Wattle, 9" Dia	LF	2,909	$ 6.00	$ 17,454.00
107.02003	Rock Check Dam	Each	5	$ 250.00	$ 1,250.00
107.02004	Storm Drain Inlet Protection	Each	0	$ 155.00	$ 0
107.02005	Storm Drain Median Inlet Protection	Each	0	$ 320.00	$ 0
107.02006	Rock Cut/Fill Transition	SY	177	$ 33.00	$ 5,841.00
107.02007	Stabilized Construction Entrance/Exit	CY	6.07%	$ 3,300.00	$ 200.31
109.09000	Mobilization/Demobilization	LS	6.07%	$ 920,000.00	$ 55,844.00
205.01150	Roadway Excavation	CY			
205.01750	Hard Dig Allowance (Contingent)	Allowance	6.07%	$ 50,000.00	$ 3,035.00
215.01510	Earthwork for Retention Basins	CY	0	$ 30.00	$ 0
220.10150	Riprap, D50=6 in	CY	0	$ 300.00	$ 0
301.01000	Subgrade Preparation	SY			
301.02010	Subgrade Repair (Contingent)	Allowance	6.07%	$ 200,000.00	$ 12,140.00
310.03000	Aggregate Base Course (Class II)	CY			
321.01301	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic)	Ton			
321.01301A	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic, 1.5" Lift)	Ton	332	$ 140.00	$ 46,496.80
321.04005	Thickened Edge, MAG Det 201, Type B	LF			
329.01000	Bituminous Tack Coat SS-1h, Diluted	Ton	1.000	$ 1,200.00	$ 1,200.00
340.01110	Vertical Curb & Gutter, Type A, H=6 in, MAG Det 220	LF	0	$ 40.00	$ 0
340.01130	Roll Curb & Gutter, Type C, MAG Det 220	LF	0	$ 70.00	$ 0
340.01600	Concrete Apron & Valley Gutter, MAG Det 240	SF	0	$ 35.00	$ 0
345.01100	Adjust Manhole Frame & Cover, MAG Det 422	Each	0	$ 1,250.00	$ 0
345.01200	Adjust Frame & Cover to Grade, MAG Det 391-1	Each	0	$ 1,000.00	$ 0
350.01400	Remove Catch Basin	Each			
350.01800	Remove Concrete Curb and Gutter	LF			
350.01801	Remove Valley Gutter	SF	0	$ 10.00	$ 0
350.04000	Remove and Salvage Traffic Sign Assembly	EA	0	$ 500.00	$ 0
350.07500	Removal of Pavement	SF			
351.01700	Relocate 2" Air/Vacuum Release Valve Per COG Std G-3328	Each	0	$ 5,000.00	$ 0
401.01000	Maintenance of Traffic/Traffic Control	LS	6.07%	$ 736,000.00	$ 44,675.20
401.01100	Uniformed Off-Duty Law Enforcement Officer	Hours	6.07%	$ 10,000.00	$ 607.00
430.01201	Hydro Seeding - Native Seed Mix	AC	2	$ 3,500.00	$ 6,931.94
460.02000	Remove Thermoplastic Stripe	LF	0	$ 3.00	$ 0
462.01100	4 in White Thermoplastic Traffic Stripe	LF	1,834	$ 1.00	$ 1,834.25
462.01200	4 in Yellow Thermoplastic Traffic Stripe	LF	1,064	$ 1.00	$ 1,064.00
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way)	Each	26	$ 4.50	$ 118.69
463.01520	Thermoplastic/Preformed Symbol Bike Lane Marking Set	Each	1	$ 500.00	$ 500.00
465.01006	Furnish and Install Roadside Sign Assembly (Base, Post, Sign Panel) (C.O.G. Std. Detail G-3209-3)	Each	4	$ 1,300.00	$ 5,200.00
505.10150	Catch Basin, MAG Det 535, Type F	Each	0	$ 9,250.00	$ 0
505.13627	Catch Basin COG Std G-3535, Type M-2, L=17 ft	Each	0	$ 19,000.00	$ 0
610.10210	Concrete Encasement of Waterline, 20 in Pipe, MAG Det 404	LF	0	$ 250.00	$ 0
610.27050	Relocate Fire Hydrant Bypass Assembly, COG Std G-3336	Each	0	$ 15,000.00	$ 0
618.00930	Concrete Pipe Collar for 30 in Pipe, MAG Det 505	Each	0	$ 1,000.00	$ 0
618.00936	Concrete Pipe Collar for 36 in Pipe, MAG Det 505	Each	0	$ 1,500.00	$ 0
618.20518	18 in RGRCP, Class V	LF	0	$ 350.00	$ 0
618.20524	24 in RGRCP, Class V	LF	0	$ 400.00	$ 0
618.20530	30 in RGRCP, Class V	LF	0	$ 450.00	$ 0
618.20536	36 in RGRCP, Class V	LF	0	$ 700.00	$ 0
625.01100	Storm Drain Manhole, MAG Det 520 & 522	Each	0	$ 13,000.00	$ 0
	SUBTOTAL				**$290,950.39**
	SUBTOTAL ESTIMATED CONSTRUCTION COST				**$290,950.39**
	ADDITIONAL PROJECT CONSTRUCTION COSTS				
	CONSTRUCTION ENGINEERING AND ADMINISTRATION		6.07%	$404,000.00	$24,522.80
	CONSTRUCTION COST CONTINGENCIES - BIDDING WITHIN 6 MONTHS		10%	$29,095.04	$29,095.00
	SUBTOTAL ADDITIONAL PROJECT CONSTRUCTION COSTS				**$53,617.80**
	TOTAL CONSTRUCTION COSTS				**$344,568.19**
	DESIGN COST				
	DESIGN ENGINEERING		6.07%	$946,767.00	$57,468.76
	TOTAL DESIGN COSTS				**$57,469.00**
	TOTAL ESTIMATED PROJECT COST				**$402,037.19**

ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST

PARCEL 6

Parcel 6

Item No.	Description	Unit	Quantity	Unit Cost	Total
ROADWAY					
	Owner's Allowance (To be used at Owner's Direction, not Contingency)	Allowance	11.23%	$ 650,000.00	$ 72,995.00
105.80000	Construction Surveying and Layout	LS	11.23%	$ 276,000.00	$ 30,994.80
105.80001	As-Builts	LS	11.23%	$ 20,000.00	$ 2,246.00
106.00000	Contractor Quality Control and Materials Testing	LS	11.23%	$ 460,000.00	$ 51,658.00
107.02000	Stormwater Compliance (AZPDES)	Allowance	11.23%	$ 20,000.00	$ 2,246.00
107.02002	Sediment Wattle, 9" Dia	LF	3,834	$ 6.00	$ 23,004.00
107.02003	Rock Check Dam	Each	0	$ 250.00	$ 0
107.02004	Storm Drain Inlet Protection	Each	2	$ 155.00	$ 310.00
107.02005	Storm Drain Median Inlet Protection	Each		$ 320.00	$ 0
107.02006	Rock Cut/Fill Transition	SY	0	$ 33.00	$ 0
107.02007	Stabilized Construction Entrance/Exit	CY	11.23%	$ 3,300.00	$ 370.59
109.09000	Mobilization/Demobilization	LS	11.23%	$ 920,000.00	$ 103,316.00
205.01150	Roadway Excavation	CY			
205.01750	Hard Dig Allowance (Contingent)	Allowance	11.23%	$ 50,000.00	$ 5,615.00
215.01510	Earthwork for Retention Basins	CY	262	$ 30.00	$ 7,860.00
220.10150	Riprap, D50=6 in	CY	0	$ 300.00	$ 0
301.01000	Subgrade Preparation	SY			
301.02010	Subgrade Repair (Contingent)	Allowance	11.23%	$ 200,000.00	$ 22,460.00
310.03000	Aggregate Base Course (Class II)	CY			
321.01301	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic)	Ton			
321.01301A	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic, 1.5" Lift)	Ton	767	$ 140.00	$ 107,380.00
321.04005	Thickened Edge, MAG Det 201, Type B	LF			
329.01000	Bituminous Tack Coat SS-1h, Diluted	Ton	2.310	$ 1,200.00	$ 2,772.00
340.01110	Vertical Curb & Gutter, Type A, H=6 in, MAG Det 220	LF			
340.01130	Roll Curb & Gutter, Type C, MAG Det 220	LF	0	$ 70.00	$ 0
340.01600	Concrete Apron & Valley Gutter, MAG Det 240	SF	491	$ 35.00	$ 17,185.00
345.01100	Adjust Manhole Frame & Cover, MAG Det 422	Each	1	$ 1,250.00	$ 1,250.00
345.01200	Adjust Frame & Cover to Grade, MAG Det 391-1	Each	0	$ 1,000.00	$ 0
350.01400	Remove Catch Basin	Each			
350.01800	Remove Concrete Curb and Gutter	LF			
350.01801	Remove Valley Gutter	SF	398	$ 10.00	$ 3,980.00
350.04000	Remove and Salvage Traffic Sign Assembly	EA	7	$ 500.00	$ 3,500.00
350.07500	Removal of Pavement	SF			
351.01700	Relocate 2" Air/Vacuum Release Valve Per COG Std G-3328	Each	0	$ 5,000.00	$ 0
401.01000	Maintenance of Traffic/Traffic Control	LS	11.23%	$ 736,000.00	$ 82,652.80
401.01100	Uniformed Off-Duty Law Enforcement Officer	Hours	11.23%	$ 10,000.00	$ 1,123.00
430.01201	Hydro Seeding - Native Seed Mix	AC	2.4	$ 3,500.00	$ 8,377.58
460.02000	Remove Thermoplastic Stripe	LF	0	$ 3.00	$ 0
462.01100	4 in White Thermoplastic Traffic Stripe	LF	3,113	$ 1.00	$ 3,112.50
462.01200	4 in Yellow Thermoplastic Traffic Stripe	LF	1,773	$ 1.00	$ 1,773.00
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way)	Each	44	$ 4.50	$ 199.46
463.01520	Thermoplastic/Preformed Symbol Bike Lane Marking Set	Each	2	$ 500.00	$ 1,000.00
465.01006	Furnish and Install Roadside Sign Assembly (Base, Post, Sign Panel) (C.O.G. Std. Detail G-32	Each	11	$ 1,300.00	$ 14,300.00
505.10150	Catch Basin, MAG Det 535, Type F	Each	2	$ 9,250.00	$ 18,500.00
505.13627	Catch Basin COG Std G-3535, Type M-2, L=17 ft	Each	1	$ 19,000.00	$ 19,000.00
610.10210	Concrete Encasement of Waterline, 20 in Pipe, MAG Det 404	LF	0	$ 250.00	$ 0
610.27050	Relocate Fire Hydrant Bypass Assembly, COG Std G-3336	Each	0	$ 15,000.00	$ 0
618.00930	Concrete Pipe Collar for 30 in Pipe, MAG Det 505	Each	0	$ 1,000.00	$ 0
618.00936	Concrete Pipe Collar for 36 in Pipe, MAG Det 505	Each	0	$ 1,500.00	$ 0
618.20518	18 in RGRCP, Class V	LF	0	$ 350.00	$ 0
618.20524	24 in RGRCP, Class V	LF	169	$ 400.00	$ 67,600.00
618.20530	30 in RGRCP, Class V	LF	0	$ 450.00	$ 0
618.20536	36 in RGRCP, Class V	LF	0	$ 700.00	$ 0
625.01100	Storm Drain Manhole, MAG Det 520 & 522	Each	0	$ 13,000.00	$ 0
	SUBTOTAL				**$676,780.74**
	SUBTOTAL ESTIMATED CONSTRUCTION COST				**$676,780.74**
	ADDITIONAL PROJECT CONSTRUCTION COSTS				
	CONSTRUCTION ENGINEERING AND ADMINISTRATION		11.23%	$404,000.00	$45,369.20
	CONSTRUCTION COST CONTINGENCIES - BIDDING WITHIN 6 MONTHS		10%	$67,678.07	$67,678.00
	SUBTOTAL ADDITIONAL PROJECT CONSTRUCTION COSTS				**$113,047.20**
	TOTAL CONSTRUCTION COSTS				**$789,827.94**
	DESIGN COST				
	DESIGN ENGINEERING		11.23%	$946,767.00	$106,321.93
	TOTAL DESIGN COSTS				**$106,322.00**
	TOTAL ESTIMATED PROJECT COST				**$896,149.94**

ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST

PARCEL 7

Parcel 7

Item No.	Description	Unit	Quantity	Unit Cost	Total
ROADWAY					
	Owner's Allowance (To be used at Owner's Direction, not Contingency)	Allowance	8.05%	$ 650,000.00	$ 52,325.00
105.80000	Construction Surveying and Layout	LS	8.05%	$ 276,000.00	$ 22,218.00
105.80001	As-Builts	LS	8.05%	$ 20,000.00	$ 1,610.00
106.00000	Contractor Quality Control and Materials Testing	LS	8.05%	$ 460,000.00	$ 37,030.00
107.02000	Stormwater Compliance (AZPDES)	Allowance	8.05%	$ 20,000.00	$ 1,610.00
107.02002	Sediment Wattle, 9" Dia	LF	1,328	$ 6.00	$ 7,966.08
107.02003	Rock Check Dam	Each	5	$ 250.00	$ 1,125.00
107.02004	Storm Drain Inlet Protection	Each	1	$ 155.00	$ 155.00
107.02005	Storm Drain Median Inlet Protection	Each	1	$ 320.00	$ 320.00
107.02006	Rock Cut/Fill Transition	SY	0	$ 33.00	$ 0
107.02007	Stabilized Construction Entrance/Exit	CY	8.05%	$ 100.00	$ 8.05
109.09000	Mobilization/Demobilization	LS	8.05%	$ 67,344.00	$ 5,421.19
205.01150	Roadway Excavation	CY	8.05%	$ 30.00	$ 2.42
205.01750	Hard Dig Allowance (Contingent)	Allowance	8.05%	$ 3,660.00	$ 294.63
215.01510	Earthwork for Retention Basins	CY	0	$ 30.00	$ 0
220.10150	Riprap, D50=6 in	CY	0	$ 300.00	$ 0
301.01000	Subgrade Preparation	SY	4,850	$ 16.00	$ 77,592.89
301.02010	Subgrade Repair (Contingent)	Allowance	8.05%	$ 14,640.00	$ 1,178.52
310.03000	Aggregate Base Course (Class II)	CY	1,617	$ 90.00	$ 145,486.67
321.01301	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic)	Ton	1,600	$ 140.00	$ 224,049.47
321.04005	Thickened Edge, MAG Det 201, Type B	LF	1,323	$ 10.00	$ 13,227.90
329.01000	Bituminous Tack Coat SS-1h, Diluted	Ton	1.21	$ 1,200.00	$ 1,454.87
340.01110	Vertical Curb & Gutter, Type A, H=6 in, MAG Det 220	LF	1,322	$ 40.00	$ 52,898.00
340.01130	Roll Curb & Gutter, Type C, MAG Det 220	LF	0	$ 70.00	$ 0
340.01600	Concrete Apron & Valley Gutter, MAG Det 240	SF	0	$ 35.00	$ 0
345.01100	Adjust Manhole Frame & Cover, MAG Det 422	Each	1	$ 1,250.00	$ 1,250.00
345.01200	Adjust Frame & Cover to Grade, MAG Det 391-1	Each	2	$ 1,000.00	$ 2,000.00
350.01400	Remove Catch Basin	Each	0	$ 1,500.00	$ 0
350.01800	Remove Concrete Curb and Gutter	LF	0	$ 12.00	$ 0
350.01801	Remove Valley Gutter	SF	0	$ 10.00	$ 0
350.04000	Remove and Salvage Traffic Sign Assembly	EA	3	$ 500.00	$ 1,500.00
350.07500	Removal of Pavement	SF	4,426	$ 5.00	$ 22,130.00
351.01700	Relocate 2" Air/Vacuum Release Valve Per COG Std G-3328	Each	0	$ 5,000.00	$ 0
401.01000	Maintenance of Traffic/Traffic Control	LS	8.05%	$ 53,875.20	$ 4,336.95
401.01100	Uniformed Off-Duty Law Enforcement Officer	Hours	8.05%	$ 9.15	$ 0.74
430.01201	Hydro Seeding - Native Seed Mix	AC	1.02	$ 3,500.00	$ 3,561.41
460.02000	Remove Thermoplastic Stripe	LF	0	$ 3.00	$ 0
462.01100	4 in White Thermoplastic Traffic Stripe	LF	2,315	$ 1.00	$ 2,315.00
462.01200	4 in Yellow Thermoplastic Traffic Stripe	LF	1,323	$ 1.00	$ 1,322.79
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way)	Each	33	$ 4.50	$ 148.81
463.01520	Thermoplastic/Preformed Symbol Bike Lane Marking Set	Each	1	$ 500.00	$ 500.00
465.01006	Furnish and Install Roadside Sign Assembly (Base, Post, Sign Panel) (C.O.G. Std. Detail G-320	Each	5	$ 1,300.00	$ 6,500.00
505.10150	Catch Basin, MAG Det 535, Type F	Each	1	$ 9,250.00	$ 9,250.00
505.13627	Catch Basin COG Std G-3535, Type M-2, L=17 ft	Each	1	$ 19,000.00	$ 19,000.00
610.10210	Concrete Encasement of Waterline, 20 in Pipe, MAG Det 404	LF	22	$ 250.00	$ 5,500.00
610.27050	Relocate Fire Hydrant Bypass Assembly, COG Std G-3336	Each	0	$ 15,000.00	$ 0
618.00930	Concrete Pipe Collar for 30 in Pipe, MAG Det 505	Each	0	$ 1,000.00	$ 0
618.00936	Concrete Pipe Collar for 36 in Pipe, MAG Det 505	Each	0	$ 1,500.00	$ 0
618.20518	18 in RGRCP, Class V	LF	48	$ 350.00	$ 16,800.00
618.20524	24 in RGRCP, Class V	LF	123	$ 400.00	$ 49,200.00
618.20530	30 in RGRCP, Class V	LF	0	$ 450.00	$ 0
618.20536	36 in RGRCP, Class V	LF	0	$ 700.00	$ 0
625.01100	Storm Drain Manhole, MAG Det 520 & 522	Each	1	$ 13,000.00	$ 13,000.00
	SUBTOTAL				**$804,289.38**
	SUBTOTAL ESTIMATED CONSTRUCTION COST				**$804,289.38**
	ADDITIONAL PROJECT CONSTRUCTION COSTS				
	CONSTRUCTION ENGINEERING AND ADMINISTRATION		8.05%	$404,000.00	$32,522.00
	CONSTRUCTION COST CONTINGENCIES - BIDDING WITHIN 6 MONTHS		10%	$80,428.94	$80,429.00
	SUBTOTAL ADDITIONAL PROJECT CONSTRUCTION COSTS				**$112,951.00**
	TOTAL CONSTRUCTION COSTS				**$917,240.38**
	DESIGN COST				
	DESIGN ENGINEERING		8.05%	$946,767.00	$76,214.74
	TOTAL DESIGN COSTS				**$76,215.00**
	TOTAL ESTIMATED PROJECT COST				**$993,455.38**

ENGINEER’S ESTIMATE OF MAXIMUM PROBABLE COST

PARCEL 8

Parcel 8

Item No.	Description	Unit	Quantity	Unit Cost	Total
ROADWAY					
	Owner's Allowance (To be used at Owner's Direction, not Contingency)	Allowance	7.69%	$ 650,000.00	$ 49,985.00
105.80000	Construction Surveying and Layout	LS	7.69%	$ 276,000.00	$ 21,224.40
105.80001	As-Builts	LS	7.69%	$ 20,000.00	$ 1,538.00
106.00000	Contractor Quality Control and Materials Testing	LS	7.69%	$ 460,000.00	$ 35,374.00
107.02000	Stormwater Compliance (AZPDES)	Allowance	7.69%	$ 20,000.00	$ 1,538.00
107.02002	Sediment Wattle, 9" Dia	LF	1,286	$ 6.00	$ 7,714.62
107.02003	Rock Check Dam	Each	8	$ 250.00	$ 2,000.00
107.02004	Storm Drain Inlet Protection	Each	1	$ 155.00	$ 155.00
107.02005	Storm Drain Median Inlet Protection	Each	0	$ 320.00	$ 0
107.02006	Rock Cut/Fill Transition	SY	0	$ 33.00	$ 0
107.02007	Stabilized Construction Entrance/Exit	CY	7.69%	$ 100.00	$ 7.69
109.09000	Mobilization/Demobilization	LS	7.69%	$ 67,344.00	$ 5,178.75
205.01150	Roadway Excavation	CY	7.69%	$ 30.00	$ 2.31
205.01750	Hard Dig Allowance (Contingent)	Allowance	7.69%	$ 3,660.00	$ 281.45
215.01510	Earthwork for Retention Basins	CY	0	$ 30.00	$ 0
220.10150	Riprap, D50=6 in	CY	0	$ 300.00	$ 0
301.01000	Subgrade Preparation	SY	4,694	$ 16.00	$ 75,111.98
301.02010	Subgrade Repair (Contingent)	Allowance	7.69%	$ 14,640.00	$ 1,125.82
310.03000	Aggregate Base Course (Class II)	CY	1,565	$ 90.00	$ 140,834.97
321.01301	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic)	Ton	1,549	$ 140.00	$ 216,885.85
321.04005	Thickened Edge, MAG Det 201, Type B	LF	1,281	$ 10.00	$ 12,808.60
329.01000	Bituminous Tack Coat SS-1h, Diluted	Ton	1.17	$ 1,200.00	$ 1,408.35
340.01110	Vertical Curb & Gutter, Type A, H=6 in, MAG Det 220	LF	1,281	$ 40.00	$ 51,224.40
340.01130	Roll Curb & Gutter, Type C, MAG Det 220	LF	0	$ 70.00	$ 0
340.01600	Concrete Apron & Valley Gutter, MAG Det 240	SF	0	$ 35.00	$ 0
345.01100	Adjust Manhole Frame & Cover, MAG Det 422	Each	0	$ 1,250.00	$ 0
345.01200	Adjust Frame & Cover to Grade, MAG Det 391-1	Each	1	$ 1,000.00	$ 1,000.00
350.01400	Remove Catch Basin	Each	0	$ 1,500.00	$ 0
350.01800	Remove Concrete Curb and Gutter	LF	0	$ 12.00	$ 0
350.01801	Remove Valley Gutter	SF	0	$ 10.00	$ 0
350.04000	Remove and Salvage Traffic Sign Assembly	EA	1	$ 500.00	$ 500.00
350.07500	Removal of Pavement	SF	0	$ 5.00	$ 0
351.01700	Relocate 2" Air/Vacuum Release Valve Per COG Std G-3328	Each	0	$ 5,000.00	$ 0
401.01000	Maintenance of Traffic/Traffic Control	LS	7.69%	$ 53,875.20	$ 4,143.00
401.01100	Uniformed Off-Duty Law Enforcement Officer	Hours	7.69%	$ 9.15	$ 0.70
430.01201	Hydro Seeding - Native Seed Mix	AC	1.18	$ 3,500.00	$ 4,142.75
460.02000	Remove Thermoplastic Stripe	LF	0	$ 3.00	$ 0
462.01100	4 in White Thermoplastic Traffic Stripe	LF	2,242	$ 1.00	$ 2,242.00
462.01200	4 in Yellow Thermoplastic Traffic Stripe	LF	1,281	$ 1.00	$ 1,280.61
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way)	Each	32	$ 4.50	$ 144.07
463.01520	Thermoplastic/Preformed Symbol Bike Lane Marking Set	Each	1	$ 500.00	$ 500.00
465.01006	Furnish and Install Roadside Sign Assembly (Base, Post, Sign Panel) (C.O.G. Std. Detail G-320	Each	4	$ 1,300.00	$ 5,200.00
505.10150	Catch Basin, MAG Det 535, Type F	Each	0	$ 9,250.00	$ 0
505.13627	Catch Basin COG Std G-3535, Type M-2, L=17 ft	Each	1	$ 19,000.00	$ 19,000.00
610.10210	Concrete Encasement of Waterline, 20 in Pipe, MAG Det 404	LF	0	$ 250.00	$ 0
610.27050	Relocate Fire Hydrant Bypass Assembly, COG Std G-3336	Each	0	$ 15,000.00	$ 0
618.00930	Concrete Pipe Collar for 30 in Pipe, MAG Det 505	Each	1	$ 1,000.00	$ 1,000.00
618.00936	Concrete Pipe Collar for 36 in Pipe, MAG Det 505	Each	0	$ 1,500.00	$ 0
618.20518	18 in RGRCP, Class V	LF	0	$ 350.00	$ 0
618.20524	24 in RGRCP, Class V	LF	51	$ 400.00	$ 20,400.00
618.20530	30 in RGRCP, Class V	LF	0	$ 450.00	$ 0
618.20536	36 in RGRCP, Class V	LF	0	$ 700.00	$ 0
625.01100	Storm Drain Manhole, MAG Det 520 & 522	Each	0	$ 13,000.00	$ 0
	SUBTOTAL				**$683,952.32**
	SUBTOTAL ESTIMATED CONSTRUCTION COST				**$683,952.32**
	ADDITIONAL PROJECT CONSTRUCTION COSTS				
	CONSTRUCTION ENGINEERING AND ADMINISTRATION		7.69%	$404,000.00	$31,067.60
	CONSTRUCTION COST CONTINGENCIES - BIDDING WITHIN 6 MONTHS		10%	$68,395.23	$68,395.00
	SUBTOTAL ADDITIONAL PROJECT CONSTRUCTION COSTS				**$99,462.60**
	TOTAL CONSTRUCTION COSTS				**$783,414.92**
	DESIGN COST				
	DESIGN ENGINEERING		7.69%	$946,767.00	$72,806.38
	TOTAL DESIGN COSTS				**$72,806.00**
	TOTAL ESTIMATED PROJECT COST				**$856,220.92**

ENGINEER’S ESTIMATE OF MAXIMUM PROBABLE COST

PARCEL 9

Parcel 9

Item No.	Description	Unit	Quantity	Unit Cost	Total
ROADWAY					
	Owner's Allowance (To be used at Owner's Direction, not Contingency)	Allowance	0.34%	$ 650,000.00	$ 2,210.00
105.80000	Construction Surveying and Layout	LS	0.34%	$ 276,000.00	$ 938.40
105.80001	As-Builts	LS	0.34%	$ 20,000.00	$ 68.00
106.00000	Contractor Quality Control and Materials Testing	LS	0.34%	$ 460,000.00	$ 1,564.00
107.02000	Stormwater Compliance (AZPDES)	Allowance	0.34%	$ 20,000.00	$ 68.00
107.02002	Sediment Wattle, 9" Dia	LF	58	$ 6.00	$ 346.20
107.02003	Rock Check Dam	Each	1	$ 250.00	$ 125.00
107.02004	Storm Drain Inlet Protection	Each	0	$ 155.00	$ 0
107.02005	Storm Drain Median Inlet Protection	Each	0	$ 320.00	$ 0
107.02006	Rock Cut/Fill Transition	SY	0	$ 33.00	$ 0
107.02007	Stabilized Construction Entrance/Exit	CY	0.34%	$ 100.00	$ 0.34
109.09000	Mobilization/Demobilization	LS	0.34%	$ 67,344.00	$ 228.97
205.01150	Roadway Excavation	CY	0.34%	$ 30.00	$ 0.10
205.01750	Hard Dig Allowance (Contingent)	Allowance	0.34%	$ 3,660.00	$ 12.44
215.01510	Earthwork for Retention Basins	CY	0	$ 30.00	$ 0
220.10150	Riprap, D50=6 in	CY	0	$ 300.00	$ 0
301.01000	Subgrade Preparation	SY	210	$ 16.00	$ 3,364.91
301.02010	Subgrade Repair (Contingent)	Allowance	0.34%	$ 14,640.00	$ 49.78
310.03000	Aggregate Base Course (Class II)	CY	70	$ 90.00	$ 6,309.20
321.01301	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic)	Ton	69	$ 140.00	$ 9,716.17
321.04005	Thickened Edge, MAG Det 201, Type B	LF	57	$ 10.00	$ 573.30
329.01000	Bituminous Tack Coat SS-1h, Diluted	Ton	0.05	$ 1,200.00	$ 63.09
340.01110	Vertical Curb & Gutter, Type A, H=6 in, MAG Det 220	LF	57	$ 40.00	$ 2,293.20
340.01130	Roll Curb & Gutter, Type C, MAG Det 220	LF	0	$ 70.00	$ 0
340.01600	Concrete Apron & Valley Gutter, MAG Det 240	SF	0	$ 35.00	$ 0
345.01100	Adjust Manhole Frame & Cover, MAG Det 422	Each	0	$ 1,250.00	$ 0
345.01200	Adjust Frame & Cover to Grade, MAG Det 391-1	Each	0	$ 1,000.00	$ 0
350.01400	Remove Catch Basin	Each	0	$ 1,500.00	$ 0
350.01800	Remove Concrete Curb and Gutter	LF	0	$ 12.00	$ 0
350.01801	Remove Valley Gutter	SF	0	$ 10.00	$ 0
350.04000	Remove and Salvage Traffic Sign Assembly	EA	0	$ 500.00	$ 0
350.07500	Removal of Pavement	SF	0	$ 5.00	$ 0
351.01700	Relocate 2" Air/Vacuum Release Valve Per COG Std G-3328	Each	0	$ 5,000.00	$ 0
401.01000	Maintenance of Traffic/Traffic Control	LS	0.34%	$ 53,875.20	$ 183.18
401.01100	Uniformed Off-Duty Law Enforcement Officer	Hours	0.34%	$ 9.15	$ 0.03
430.01201	Hydro Seeding - Native Seed Mix	AC	0.05	$ 3,500.00	$ 171.01
460.02000	Remove Thermoplastic Stripe	LF	0	$ 3.00	$ 0
462.01100	4 in White Thermoplastic Traffic Stripe	LF	100	$ 1.00	$ 100.00
462.01200	4 in Yellow Thermoplastic Traffic Stripe	LF	57	$ 1.00	$ 57.33
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way)	Each	1	$ 4.50	$ 6.45
463.01520	Thermoplastic/Preformed Symbol Bike Lane Marking Set	Each	0	$ 500.00	$ 0
465.01006	Furnish and Install Roadside Sign Assembly (Base, Post, Sign Panel) (C.O.G. Std. Detail G-320	Each	1	$ 1,300.00	$ 1,300.00
505.10150	Catch Basin, MAG Det 535, Type F	Each	0	$ 9,250.00	$ 0
505.13627	Catch Basin COG Std G-3535, Type M-2, L=17 ft	Each	0	$ 19,000.00	$ 0
610.10210	Concrete Encasement of Waterline, 20 in Pipe, MAG Det 404	LF	0	$ 250.00	$ 0
610.27050	Relocate Fire Hydrant Bypass Assembly, COG Std G-3336	Each	0	$ 15,000.00	$ 0
618.00930	Concrete Pipe Collar for 30 in Pipe, MAG Det 505	Each	0	$ 1,000.00	$ 0
618.00936	Concrete Pipe Collar for 36 in Pipe, MAG Det 505	Each	0	$ 1,500.00	$ 0
618.20518	18 in RGRCP, Class V	LF	0	$ 350.00	$ 0
618.20524	24 in RGRCP, Class V	LF	0	$ 400.00	$ 0
618.20530	30 in RGRCP, Class V	LF	0	$ 450.00	$ 0
618.20536	36 in RGRCP, Class V	LF	0	$ 700.00	$ 0
625.01100	Storm Drain Manhole, MAG Det 520 & 522	Each	0	$ 13,000.00	$ 0
	SUBTOTAL				**$29,749.09**

	SUBTOTAL ESTIMATED CONSTRUCTION COST				**$29,749.09**
	ADDITIONAL PROJECT CONSTRUCTION COSTS				
	CONSTRUCTION ENGINEERING AND ADMINISTRATION		0.34%	$404,000.00	$1,373.60
	CONSTRUCTION COST CONTINGENCIES - BIDDING WITHIN 6 MONTHS		10%	$2,974.91	$2,975.00
	SUBTOTAL ADDITIONAL PROJECT CONSTRUCTION COSTS				**$4,348.60**
	TOTAL CONSTRUCTION COSTS				**$34,097.69**
	DESIGN COST				
	DESIGN ENGINEERING		0.34%	$946,767.00	$3,219.01
	TOTAL DESIGN COSTS				**$3,219.00**
	TOTAL ESTIMATED PROJECT COST				**$37,316.69**

ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST

PARCEL 10

Parcel 10

Item No.	Description	Unit	Quantity	Unit Cost	Total
ROADWAY					
	Owner's Allowance (To be used at Owner's Direction, not Contingency)	Allowance	8.19%	$ 650,000.00	$ 53,235.00
105.80000	Construction Surveying and Layout	LS	8.19%	$ 276,000.00	$ 22,604.40
105.80001	As-Builts	LS	8.19%	$ 20,000.00	$ 1,638.00
106.00000	Contractor Quality Control and Materials Testing	LS	8.19%	$ 460,000.00	$ 37,674.00
107.02000	Stormwater Compliance (AZPDES)	Allowance	8.19%	$ 20,000.00	$ 1,638.00
107.02002	Sediment Wattle, 9" Dia	LF	1,371	$ 6.00	$ 8,226.00
107.02003	Rock Check Dam	Each	4	$ 250.00	$ 1,000.00
107.02004	Storm Drain Inlet Protection	Each	1	$ 155.00	$ 155.00
107.02005	Storm Drain Median Inlet Protection	Each	0	$ 320.00	$ 0
107.02006	Rock Cut/Fill Transition	SY	0	$ 33.00	$ 0
107.02007	Stabilized Construction Entrance/Exit	CY	8.19%	$ 100.00	$ 8.19
109.09000	Mobilization/Demobilization	LS	8.19%	$ 67,344.00	$ 5,515.47
205.01150	Roadway Excavation	CY	8.19%	$ 30.00	$ 2.46
205.01750	Hard Dig Allowance (Contingent)	Allowance	8.19%	$ 3,660.00	$ 299.75
215.01510	Earthwork for Retention Basins	CY	0	$ 30.00	$ 0
220.10150	Riprap, D50=6 in	CY	0	$ 300.00	$ 0
301.01000	Subgrade Preparation	SY	4,985	$ 16.00	$ 79,764.21
301.02010	Subgrade Repair (Contingent)	Allowance	8.19%	$ 14,640.00	$ 1,199.02
310.03000	Aggregate Base Course (Class II)	CY	1,662	$ 90.00	$ 149,557.90
321.01301	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic)	Ton	1,645	$ 140.00	$ 230,319.17
321.04005	Thickened Edge, MAG Det 201, Type B	LF	1,332	$ 10.00	$ 13,323.50
329.01000	Bituminous Tack Coat SS-1h, Diluted	Ton	1.25	$ 1,200.00	$ 1,495.58
340.01110	Vertical Curb & Gutter, Type A, H=6 in, MAG Det 220	LF	1,331	$ 40.00	$ 53,248.80
340.01130	Roll Curb & Gutter, Type C, MAG Det 220	LF	30	$ 70.00	$ 2,100.00
340.01600	Concrete Apron & Valley Gutter, MAG Det 240	SF	0	$ 35.00	$ 0
345.01100	Adjust Manhole Frame & Cover, MAG Det 422	Each	1	$ 1,250.00	$ 1,250.00
345.01200	Adjust Frame & Cover to Grade, MAG Det 391-1	Each	2	$ 1,000.00	$ 2,000.00
350.01400	Remove Catch Basin	Each	0	$ 1,500.00	$ 0
350.01800	Remove Concrete Curb and Gutter	LF	0	$ 12.00	$ 0
350.01801	Remove Valley Gutter	SF	0	$ 10.00	$ 0
350.04000	Remove and Salvage Traffic Sign Assembly	EA	0	$ 500.00	$ 0
350.07500	Removal of Pavement	SF	0	$ 5.00	$ 0
351.01700	Relocate 2" Air/Vacuum Release Valve Per COG Std G-3328	Each	0	$ 5,000.00	$ 0
401.01000	Maintenance of Traffic/Traffic Control	LS	8.19%	$ 53,875.20	$ 4,412.38
401.01100	Uniformed Off-Duty Law Enforcement Officer	Hours	8.19%	$ 9.15	$ 0.75
430.01201	Hydro Seeding - Native Seed Mix	AC	0.91	$ 3,500.00	$ 3,185.00
460.02000	Remove Thermoplastic Stripe	LF	0	$ 3.00	$ 0
462.01100	4 in White Thermoplastic Traffic Stripe	LF	2,382	$ 1.00	$ 2,382.00
462.01200	4 in Yellow Thermoplastic Traffic Stripe	LF	1,361	$ 1.00	$ 1,361.08
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way)	Each	33	$ 4.50	$ 148.50
463.01520	Thermoplastic/Preformed Symbol Bike Lane Marking Set	Each	1	$ 500.00	$ 500.00
465.01006	Furnish and Install Roadside Sign Assembly (Base, Post, Sign Panel) (C.O.G. Std. Detail G-320	Each	5	$ 1,300.00	$ 6,500.00
505.10150	Catch Basin, MAG Det 535, Type F	Each	1	$ 9,250.00	$ 9,250.00
505.13627	Catch Basin COG Std G-3535, Type M-2, L=17 ft	Each	1	$ 19,000.00	$ 19,000.00
610.10210	Concrete Encasement of Waterline, 20 in Pipe, MAG Det 404	LF	0	$ 250.00	$ 0
610.27050	Relocate Fire Hydrant Bypass Assembly, COG Std G-3336	Each	0	$ 15,000.00	$ 0
618.00930	Concrete Pipe Collar for 30 in Pipe, MAG Det 505	Each	0	$ 1,000.00	$ 0
618.00936	Concrete Pipe Collar for 36 in Pipe, MAG Det 505	Each	0	$ 1,500.00	$ 0
618.20518	18 in RGRCP, Class V	LF	50	$ 350.00	$ 17,500.00
618.20524	24 in RGRCP, Class V	LF	0	$ 400.00	$ 0
618.20530	30 in RGRCP, Class V	LF	0	$ 450.00	$ 0
618.20536	36 in RGRCP, Class V	LF	0	$ 700.00	$ 0
625.01100	Storm Drain Manhole, MAG Det 520 & 522	Each	0	$ 13,000.00	$ 0
	SUBTOTAL				**$730,494.16**
	SUBTOTAL ESTIMATED CONSTRUCTION COST				**$730,494.16**
	ADDITIONAL PROJECT CONSTRUCTION COSTS				
	CONSTRUCTION ENGINEERING AND ADMINISTRATION		8.19%	$404,000.00	$33,087.60
	CONSTRUCTION COST CONTINGENCIES - BIDDING WITHIN 6 MONTHS		10%	$73,049.42	$73,049.00
	SUBTOTAL ADDITIONAL PROJECT CONSTRUCTION COSTS				**$106,136.60**
	TOTAL CONSTRUCTION COSTS				**$836,630.76**
	DESIGN COST				
	DESIGN ENGINEERING		8.19%	$946,767.00	$77,540.22
	TOTAL DESIGN COSTS				**$77,540.00**
	TOTAL ESTIMATED PROJECT COST				**$914,170.76**

ENGINEER’S ESTIMATE OF MAXIMUM PROBABLE COST

PARCEL 11

Parcel 11

Item No.	Description	Unit	Quantity	Unit Cost	Total
ROADWAY					
	Owner's Allowance (To be used at Owner's Direction, not Contingency)	Allowance	8.25%	$ 650,000.00	$ 53,625.00
105.80000	Construction Surveying and Layout	LS	8.25%	$ 276,000.00	$ 22,770.00
105.80001	As-Builts	LS	8.25%	$ 20,000.00	$ 1,650.00
106.00000	Contractor Quality Control and Materials Testing	LS	8.25%	$ 460,000.00	$ 37,950.00
107.02000	Stormwater Compliance (AZPDES)	Allowance	8.25%	$ 20,000.00	$ 1,650.00
107.02002	Sediment Wattle, 9" Dia	LF	1,521	$ 6.00	$ 9,123.60
107.02003	Rock Check Dam	Each	0	$ 250.00	$ 0
107.02004	Storm Drain Inlet Protection	Each	1	$ 155.00	$ 155.00
107.02005	Storm Drain Median Inlet Protection	Each	2	$ 320.00	$ 640.00
107.02006	Rock Cut/Fill Transition	SY	0	$ 33.00	$ 0
107.02007	Stabilized Construction Entrance/Exit	CY	8.25%	$ 100.00	$ 8.25
109.09000	Mobilization/Demobilization	LS	8.25%	$ 67,344.00	$ 5,555.88
205.01150	Roadway Excavation	CY	8.25%	$ 30.00	$ 2.48
205.01750	Hard Dig Allowance (Contingent)	Allowance	8.25%	$ 3,660.00	$ 301.95
215.01510	Earthwork for Retention Basins	CY	0	$ 30.00	$ 0
220.10150	Riprap, D50=6 in	CY	0	$ 300.00	$ 0
301.01000	Subgrade Preparation	SY	5,114	$ 16.00	$ 81,828.43
301.02010	Subgrade Repair (Contingent)	Allowance	8.25%	$ 14,640.00	$ 1,207.80
310.03000	Aggregate Base Course (Class II)	CY	1,705	$ 90.00	$ 153,428.30
321.01301	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic)	Ton	1,688	$ 140.00	$ 236,279.58
321.04005	Thickened Edge, MAG Det 201, Type B	LF	1,377	$ 10.00	$ 13,766.60
329.01000	Bituminous Tack Coat SS-1h, Diluted	Ton	1.28	$ 1,200.00	$ 1,534.28
340.01110	Vertical Curb & Gutter, Type A, H=6 in, MAG Det 220	LF	1,377	$ 40.00	$ 55,082.40
340.01130	Roll Curb & Gutter, Type C, MAG Det 220	LF	0	$ 70.00	$ 0
340.01600	Concrete Apron & Valley Gutter, MAG Det 240	SF	0	$ 35.00	$ 0
345.01100	Adjust Manhole Frame & Cover, MAG Det 422	Each	0	$ 1,250.00	$ 0
345.01200	Adjust Frame & Cover to Grade, MAG Det 391-1	Each	1	$ 1,000.00	$ 1,000.00
350.01400	Remove Catch Basin	Each	0	$ 1,500.00	$ 0
350.01800	Remove Concrete Curb and Gutter	LF	0	$ 12.00	$ 0
350.01801	Remove Valley Gutter	SF	0	$ 10.00	$ 0
350.04000	Remove and Salvage Traffic Sign Assembly	EA	0	$ 500.00	$ 0
350.07500	Removal of Pavement	SF	0	$ 5.00	$ 0
351.01700	Relocate 2" Air/Vacuum Release Valve Per COG Std G-3328	Each	0	$ 5,000.00	$ 0
401.01000	Maintenance of Traffic/Traffic Control	LS	8.25%	$ 53,875.20	$ 4,444.70
401.01100	Uniformed Off-Duty Law Enforcement Officer	Hours	8.25%	$ 9.15	$ 0.75
430.01201	Hydro Seeding - Native Seed Mix	AC	1.39	$ 3,500.00	$ 4,864.10
460.02000	Remove Thermoplastic Stripe	LF	0	$ 3.00	$ 0
462.01100	4 in White Thermoplastic Traffic Stripe	LF	2,410	$ 1.00	$ 2,410.00
462.01200	4 in Yellow Thermoplastic Traffic Stripe	LF	1,377	$ 1.00	$ 1,376.88
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way)	Each	33	$ 4.50	$ 148.50
463.01520	Thermoplastic/Preformed Symbol Bike Lane Marking Set	Each	1	$ 500.00	$ 500.00
465.01006	Furnish and Install Roadside Sign Assembly (Base, Post, Sign Panel) (C.O.G. Std. Detail G-320	Each	4	$ 1,300.00	$ 5,200.00
505.10150	Catch Basin, MAG Det 535, Type F	Each	2	$ 9,250.00	$ 18,500.00
505.13627	Catch Basin COG Std G-3535, Type M-2, L=17 ft	Each	1	$ 19,000.00	$ 19,000.00
610.10210	Concrete Encasement of Waterline, 20 in Pipe, MAG Det 404	LF	0	$ 250.00	$ 0
610.27050	Relocate Fire Hydrant Bypass Assembly, COG Std G-3336	Each	1	$ 15,000.00	$ 15,000.00
618.00930	Concrete Pipe Collar for 30 in Pipe, MAG Det 505	Each	0	$ 1,000.00	$ 0
618.00936	Concrete Pipe Collar for 36 in Pipe, MAG Det 505	Each	1	$ 1,500.00	$ 1,500.00
618.20518	18 in RGRCP, Class V	LF	51	$ 350.00	$ 17,850.00
618.20524	24 in RGRCP, Class V	LF	0	$ 400.00	$ 0
618.20530	30 in RGRCP, Class V	LF	64	$ 450.00	$ 28,800.00
618.20536	36 in RGRCP, Class V	LF	4	$ 700.00	$ 2,800.00
625.01100	Storm Drain Manhole, MAG Det 520 & 522	Each	0	$ 13,000.00	$ 0
	SUBTOTAL				**$799,954.48**

	SUBTOTAL ESTIMATED CONSTRUCTION COST				**$799,954.48**
	ADDITIONAL PROJECT CONSTRUCTION COSTS				
	CONSTRUCTION ENGINEERING AND ADMINISTRATION		8.25%	$404,000.00	$33,330.00
	CONSTRUCTION COST CONTINGENCIES - BIDDING WITHIN 6 MONTHS		10%	$79,995.45	$79,995.00
	SUBTOTAL ADDITIONAL PROJECT CONSTRUCTION COSTS				**$113,325.00**
	TOTAL CONSTRUCTION COSTS				**$913,279.48**
	DESIGN COST				
	DESIGN ENGINEERING		8.25%	$946,767.00	$78,108.28
	TOTAL DESIGN COSTS				**$78,108.00**
	TOTAL ESTIMATED PROJECT COST				**$991,387.48**

ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST

PARCEL 12

Parcel 12

Item No.	Description	Unit	Quantity	Unit Cost	Total
ROADWAY					
	Owner's Allowance (To be used at Owner's Direction, not Contingency)	Allowance	7.32%	$ 650,000.00	$ 47,580.00
105.80000	Construction Surveying and Layout	LS	7.32%	$ 276,000.00	$ 20,203.20
105.80001	As-Builts	LS	7.32%	$ 20,000.00	$ 1,464.00
106.00000	Contractor Quality Control and Materials Testing	LS	7.32%	$ 460,000.00	$ 33,672.00
107.02000	Stormwater Compliance (AZPDES)	Allowance	7.32%	$ 20,000.00	$ 1,464.00
107.02002	Sediment Wattle, 9" Dia	LF	2,786	$ 6.00	$ 16,716.00
107.02003	Rock Check Dam	Each	5	$ 250.00	$ 1,250.00
107.02004	Storm Drain Inlet Protection	Each	0	$ 155.00	$ 0
107.02005	Storm Drain Median Inlet Protection	Each	0	$ 320.00	$ 0
107.02006	Rock Cut/Fill Transition	SY	57	$ 33.00	$ 1,881.00
107.02007	Stabilized Construction Entrance/Exit	CY	7.32%	$ 100.00	$ 7.32
109.09000	Mobilization/Demobilization	LS	7.32%	$ 67,344.00	$ 4,929.58
205.01150	Roadway Excavation	CY	7.32%	$ 30.00	$ 2.20
205.01750	Hard Dig Allowance (Contingent)	Allowance	7.32%	$ 3,660.00	$ 267.91
215.01510	Earthwork for Retention Basins	CY	0	$ 30.00	$ 0
220.10150	Riprap, D50=6 in	CY	45	$ 300.00	$ 13,500.00
301.01000	Subgrade Preparation	SY	4,365	$ 16.00	$ 69,838.22
301.02010	Subgrade Repair (Contingent)	Allowance	7.32%	$ 14,640.00	$ 1,071.65
310.03000	Aggregate Base Course (Class II)	CY	1,455	$ 90.00	$ 130,946.67
321.01301	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic)	Ton	1,440	$ 140.00	$ 201,657.87
321.04005	Thickened Edge, MAG Det 201, Type B	LF	632	$ 10.00	$ 6,323.90
329.01000	Bituminous Tack Coat SS-1h, Diluted	Ton	1.09	$ 1,200.00	$ 1,309.47
340.01110	Vertical Curb & Gutter, Type A, H=6 in, MAG Det 220	LF	1,748	$ 40.00	$ 69,939.20
340.01130	Roll Curb & Gutter, Type C, MAG Det 220	LF	0	$ 70.00	$ 0
340.01600	Concrete Apron & Valley Gutter, MAG Det 240	SF	0	$ 35.00	$ 0
345.01100	Adjust Manhole Frame & Cover, MAG Det 422	Each	1	$ 1,250.00	$ 1,250.00
345.01200	Adjust Frame & Cover to Grade, MAG Det 391-1	Each	2	$ 1,000.00	$ 2,000.00
350.01400	Remove Catch Basin	Each	0	$ 1,500.00	$ 0
350.01800	Remove Concrete Curb and Gutter	LF	0	$ 12.00	$ 0
350.01801	Remove Valley Gutter	SF	0	$ 10.00	$ 0
350.04000	Remove and Salvage Traffic Sign Assembly	EA	0	$ 500.00	$ 0
350.07500	Removal of Pavement	SF	3,840	$ 5.00	$ 19,200.85
351.01700	Relocate 2" Air/Vacuum Release Valve Per COG Std G-3328	Each	1	$ 5,000.00	$ 5,000.00
401.01000	Maintenance of Traffic/Traffic Control	LS	7.32%	$ 53,875.20	$ 3,943.66
401.01100	Uniformed Off-Duty Law Enforcement Officer	Hours	7.32%	$ 9.15	$ 0.67
430.01201	Hydro Seeding - Native Seed Mix	AC	2.15	$ 3,500.00	$ 7,525.00
460.02000	Remove Thermoplastic Stripe	LF	0	$ 3.00	$ 0
462.01100	4 in White Thermoplastic Traffic Stripe	LF	2,084	$ 1.00	$ 2,084.00
462.01200	4 in Yellow Thermoplastic Traffic Stripe	LF	1,191	$ 1.00	$ 1,191.00
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way)	Each	29	$ 4.50	$ 130.50
463.01520	Thermoplastic/Preformed Symbol Bike Lane Marking Set	Each	1	$ 500.00	$ 500.00
465.01006	Furnish and Install Roadside Sign Assembly (Base, Post, Sign Panel) (C.O.G. Std. Detail G-320	Each	5	$ 1,300.00	$ 6,500.00
505.10150	Catch Basin, MAG Det 535, Type F	Each	0	$ 9,250.00	$ 0
505.13627	Catch Basin COG Std G-3535, Type M-2, L=17 ft	Each	0	$ 19,000.00	$ 0
610.10210	Concrete Encasement of Waterline, 20 in Pipe, MAG Det 404	LF	0	$ 250.00	$ 0
610.27050	Relocate Fire Hydrant Bypass Assembly, COG Std G-3336	Each	1	$ 15,000.00	$ 15,000.00
618.00930	Concrete Pipe Collar for 30 in Pipe, MAG Det 505	Each	0	$ 1,000.00	$ 0
618.00936	Concrete Pipe Collar for 36 in Pipe, MAG Det 505	Each	0	$ 1,500.00	$ 0
618.20518	18 in RGRCP, Class V	LF	0	$ 350.00	$ 0
618.20524	24 in RGRCP, Class V	LF	0	$ 400.00	$ 0
618.20530	30 in RGRCP, Class V	LF	0	$ 450.00	$ 0
618.20536	36 in RGRCP, Class V	LF	0	$ 700.00	$ 0
625.01100	Storm Drain Manhole, MAG Det 520 & 522	Each	0	$ 13,000.00	$ 0
	SUBTOTAL				**$688,349.86**
	SUBTOTAL ESTIMATED CONSTRUCTION COST				**$688,349.86**
	ADDITIONAL PROJECT CONSTRUCTION COSTS				
	CONSTRUCTION ENGINEERING AND ADMINISTRATION		7.32%	$404,000.00	$29,572.80
	CONSTRUCTION COST CONTINGENCIES - BIDDING WITHIN 6 MONTHS		10%	$68,834.99	$68,835.00
	SUBTOTAL ADDITIONAL PROJECT CONSTRUCTION COSTS				**$98,407.80**
	TOTAL CONSTRUCTION COSTS				**$786,757.66**
	DESIGN COST				
	DESIGN ENGINEERING		7.32%	$946,767.00	$69,303.34
	TOTAL DESIGN COSTS				**$69,303.00**
	TOTAL ESTIMATED COSTS				**$856,060.66**

ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST

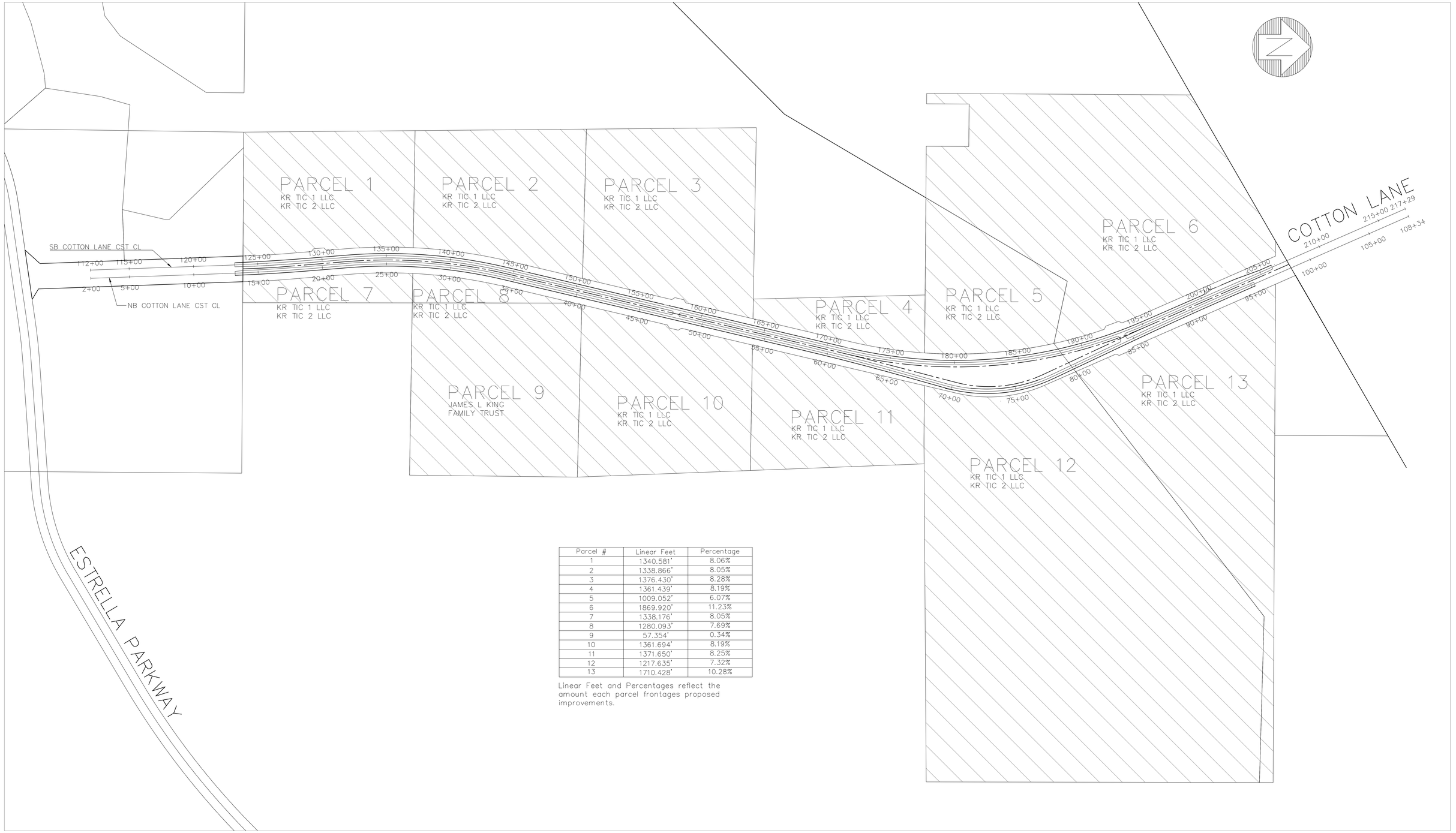
PARCEL 13

Parcel 13

Item No.	Description	Unit	Quantity	Unit Cost	Total
ROADWAY					
	Owner's Allowance (To be used at Owner's Direction, not Contingency)	Allowance	10.28%	$ 650,000.00	$ 66,820.00
105.80000	Construction Surveying and Layout	LS	10.28%	$ 276,000.00	$ 28,372.80
105.80001	As-Builts	LS	10.28%	$ 20,000.00	$ 2,056.00
106.00000	Contractor Quality Control and Materials Testing	LS	10.28%	$ 460,000.00	$ 47,288.00
107.02000	Stormwater Compliance (AZPDES)	Allowance	10.28%	$ 20,000.00	$ 2,056.00
107.02002	Sediment Wattle, 9" Dia	LF	1,608	$ 6.00	$ 9,648.00
107.02003	Rock Check Dam	Each	0	$ 250.00	$ 0
107.02004	Storm Drain Inlet Protection	Each	2	$ 155.00	$ 310.00
107.02005	Storm Drain Median Inlet Protection	Each	4	$ 320.00	$ 1,280.00
107.02006	Rock Cut/Fill Transition	SY	0	$ 33.00	$ 0
107.02007	Stabilized Construction Entrance/Exit	CY	10.28%	$ 100.00	$ 10.28
109.09000	Mobilization/Demobilization	LS	10.28%	$ 920,000.00	$ 94,576.00
205.01150	Roadway Excavation	CY	10.28%	$ 30.00	$ 3.08
205.01750	Hard Dig Allowance (Contingent)	Allowance	10.28%	$ 50,000.00	$ 5,140.00
215.01510	Earthwork for Retention Basins	CY	0	$ 30.00	$ 0
220.10150	Riprap, D50=6 in	CY	0	$ 300.00	$ 0
301.01000	Subgrade Preparation	SY	5,779	$ 16.00	$ 92,456.85
301.02010	Subgrade Repair (Contingent)	Allowance	10.28%	$ 200,000.00	$ 20,560.00
310.03000	Aggregate Base Course (Class II)	CY	1,926	$ 90.00	$ 173,356.60
321.01301	Asphalt Concrete Pavement (Superpave 3/4 in Mix, Low Traffic)	Ton	1,907	$ 140.00	$ 266,969.16
321.04005	Thickened Edge, MAG Det 201, Type B	LF	1,550	$ 10.00	$ 15,500.00
329.01000	Bituminous Tack Coat SS-1h, Diluted	Ton	1.44	$ 1,200.00	$ 1,733.57
340.01110	Vertical Curb & Gutter, Type A, H=6 in, MAG Det 220	LF	1,531	$ 40.00	$ 61,240.00
340.01130	Roll Curb & Gutter, Type C, MAG Det 220	LF	30	$ 70.00	$ 2,100.00
340.01600	Concrete Apron & Valley Gutter, MAG Det 240	SF	0	$ 35.00	$ 0
345.01100	Adjust Manhole Frame & Cover, MAG Det 422	Each	1	$ 1,250.00	$ 1,250.00
345.01200	Adjust Frame & Cover to Grade, MAG Det 391-1	Each	3	$ 1,000.00	$ 3,000.00
350.01400	Remove Catch Basin	Each	0	$ 1,500.00	$ 0
350.01800	Remove Concrete Curb and Gutter	LF	8	$ 12.00	$ 96.00
350.01801	Remove Valley Gutter	SF	0	$ 10.00	$ 0
350.04000	Remove and Salvage Traffic Sign Assembly	EA	1	$ 500.00	$ 500.00
350.07500	Removal of Pavement	SF	224	$ 5.00	$ 1,120.00
351.01700	Relocate 2" Air/Vacuum Release Valve Per COG Std G-3328	Each	0	$ 5,000.00	$ 0
401.01000	Maintenance of Traffic/Traffic Control	LS	10.28%	$ 736,000.00	$ 75,660.80
401.01100	Uniformed Off-Duty Law Enforcement Officer	Hours	10.28%	$ 125.00	$ 12.85
430.01201	Hydro Seeding - Native Seed Mix	AC	1.48	$ 3,500.00	$ 5,165.55
460.02000	Remove Thermoplastic Stripe	LF	117	$ 3.00	$ 351.00
462.01100	4 in White Thermoplastic Traffic Stripe	LF	2,765	$ 1.00	$ 2,765.00
462.01200	4 in Yellow Thermoplastic Traffic Stripe	LF	1,580	$ 1.00	$ 1,580.00
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way)	Each	39	$ 4.50	$ 173.25
463.01520	Thermoplastic/Preformed Symbol Bike Lane Marking Set	Each	1	$ 500.00	$ 500.00
465.01006	Furnish and Install Roadside Sign Assembly (Base, Post, Sign Panel) (C.O.G. Std. Detail G-320	Each	8	$ 1,300.00	$ 10,400.00
505.10150	Catch Basin, MAG Det 535, Type F	Each	2	$ 9,250.00	$ 18,500.00
505.13627	Catch Basin COG Std G-3535, Type M-2, L=17 ft	Each	1	$ 19,000.00	$ 19,000.00
610.10210	Concrete Encasement of Waterline, 20 in Pipe, MAG Det 404	LF	0	$ 250.00	$ 0
610.27050	Relocate Fire Hydrant Bypass Assembly, COG Std G-3336	Each	0	$ 15,000.00	$ 0
618.00930	Concrete Pipe Collar for 30 in Pipe, MAG Det 505	Each	0	$ 1,000.00	$ 0
618.00936	Concrete Pipe Collar for 36 in Pipe, MAG Det 505	Each	0	$ 1,500.00	$ 0
618.20518	18 in RGRCP, Class V	LF	51	$ 350.00	$ 17,850.00
618.20524	24 in RGRCP, Class V	LF	68	$ 400.00	$ 27,200.00
618.20530	30 in RGRCP, Class V	LF	0	$ 450.00	$ 0
618.20536	36 in RGRCP, Class V	LF	0	$ 700.00	$ 0
625.01100	Storm Drain Manhole, MAG Det 520 & 522	Each	0	$ 13,000.00	$ 0
	SUBTOTAL				**$1,076,600.79**
	SUBTOTAL ESTIMATED CONSTRUCTION COST				**$1,076,600.79**
	ADDITIONAL PROJECT CONSTRUCTION COSTS				
	CONSTRUCTION ENGINEERING AND ADMINISTRATION		10.28%	$404,000.00	$41,531.20
	CONSTRUCTION COST CONTINGENCIES - BIDDING WITHIN 6 MONTHS		10%	$107,660.08	$107,660.00
	SUBTOTAL ADDITIONAL PROJECT CONSTRUCTION COSTS				**$149,191.20**
	TOTAL CONSTRUCTION COSTS				**$1,225,791.99**
	DESIGN COST				
	DESIGN ENGINEERING		10.28%	$946,767.00	$97,327.65
	TOTAL DESIGN COSTS				**$97,328.00**
	TOTAL ESTIMATED PROJECT COST				**$1,323,119.99**

EXHIBIT 2

SPECIAL IMPROVEMENT PROJECT AREA MAP



Parcel #	Linear Feet	Percentage
1	1340.581'	8.06%
2	1338.866'	8.05%
3	1376.430'	8.28%
4	1361.439'	8.19%
5	1009.052'	6.07%
6	1869.920'	11.23%
7	1338.176'	8.05%
8	1280.093'	7.69%
9	57.354'	0.34%
10	1361.694'	8.19%
11	1371.650'	8.25%
12	1217.635'	7.32%
13	1710.428'	10.28%

Linear Feet and Percentages reflect the amount each parcel frontages proposed improvements.

EXHIBIT 3

LEGAL DESCRIPTIONS AND CURRENT OWNERS OF BENEFITED PROPERTIES

OWNERS OF BENEFITED PROPERTIES

Parcel Owners:

Parcel 1: KR TIC 1 LLC/KR TIC 2 LLC

Parcel 2: KR TIC 1 LLC/KR TIC 2 LLC

Parcel 3: KR TIC 1 LLC/KR TIC 2 LLC

Parcel 4: KR TIC 1 LLC/KR TIC 2 LLC

Parcel 5: KR TIC 1 LLC/KR TIC 2 LLC

Parcel 6: KR TIC 1 LLC/KR TIC 2 LLC

Parcel 7: KR TIC 1 LLC/KR TIC 2 LLC

Parcel 8: KR TIC 1 LLC/KR TIC 2 LLC

Parcel 9: James L. King Jr. Family Trust

Parcel 10: KR TIC 1 LLC/KR TIC 2 LLC

Parcel 11: KR TIC 1 LLC/KR TIC 2 LLC

Parcel 12: KR TIC 1 LLC/KR TIC 2 LLC

Parcel 13: KR TIC 1 LLC/KR TIC 2 LLC

LEGAL DESCRIPTION OF PARCEL 1

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 400-03-005A

THAT PORTION OF A PARCEL 10 AS DESCRIBED IN DOCUMENT NUMBER 2023-0483526, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND GLO BRASS CAP MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 2, FROM WHICH A FOUND GLO BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 2, BEARS SOUTH 89°39'39" EAST (BASIS OF BEARINGS), A DISTANCE OF 2649.31 FEET;

THENCE NORTH 00°30'11" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1330.56 FEET;

THENCE DEPARTING SAID WEST LINE SOUTH 89°04'29" EAST, A DISTANCE OF 909.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF COTTON LANE AS SHOWN ON THE MAP OF DEDICATION FOR ''KING RANCH'' ''COTTON LANE'', RECORDED IN BOOK 911, PAGE 38, RECORDS OF MARICOPA COUNTY, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 4100.00 FEET, A DELTA ANGLE OF 7°25'19", AND A CHORD BEARING THAT BEARS SOUTH 0°57'35" EAST, 530.74 FEET;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE FOR THE FOLLOWING 8 COURSES AND DISTANCES;

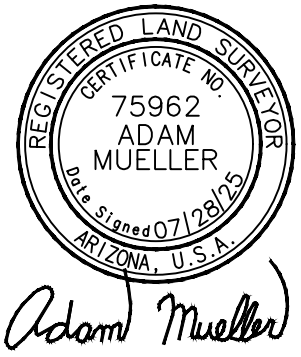
THENCE ALONG SAID CURVE, A DISTANCE OF 531.11 FEET;

THENCE SOUTH 04°40'15" EAST, A DISTANCE OF 141.79 FEET;

THENCE SOUTH 40°19'45" WEST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 04°40'15" EAST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 49°40'15" EAST, A DISTANCE OF 28.28 FEET;



THENCE SOUTH 04°40'15" EAST, A DISTANCE OF 238.21 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3900.00 FEET, A DELTA ANGLE OF 2°38'52", AND A CHORD BEARING THAT BEARS SOUTH 3°20'49" EAST, 180.21 FEET;

THENCE ALONG SAID CURVE, A DISTANCE OF 180.23 FEET;

THENCE SOUTH 02°01'23" EAST, A DISTANCE OF 112.68 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, NORTH 89°39'39" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 961.60 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 1,226,448 SQUARE FEET, OR 28.155 ACRES, MORE OR LESS.

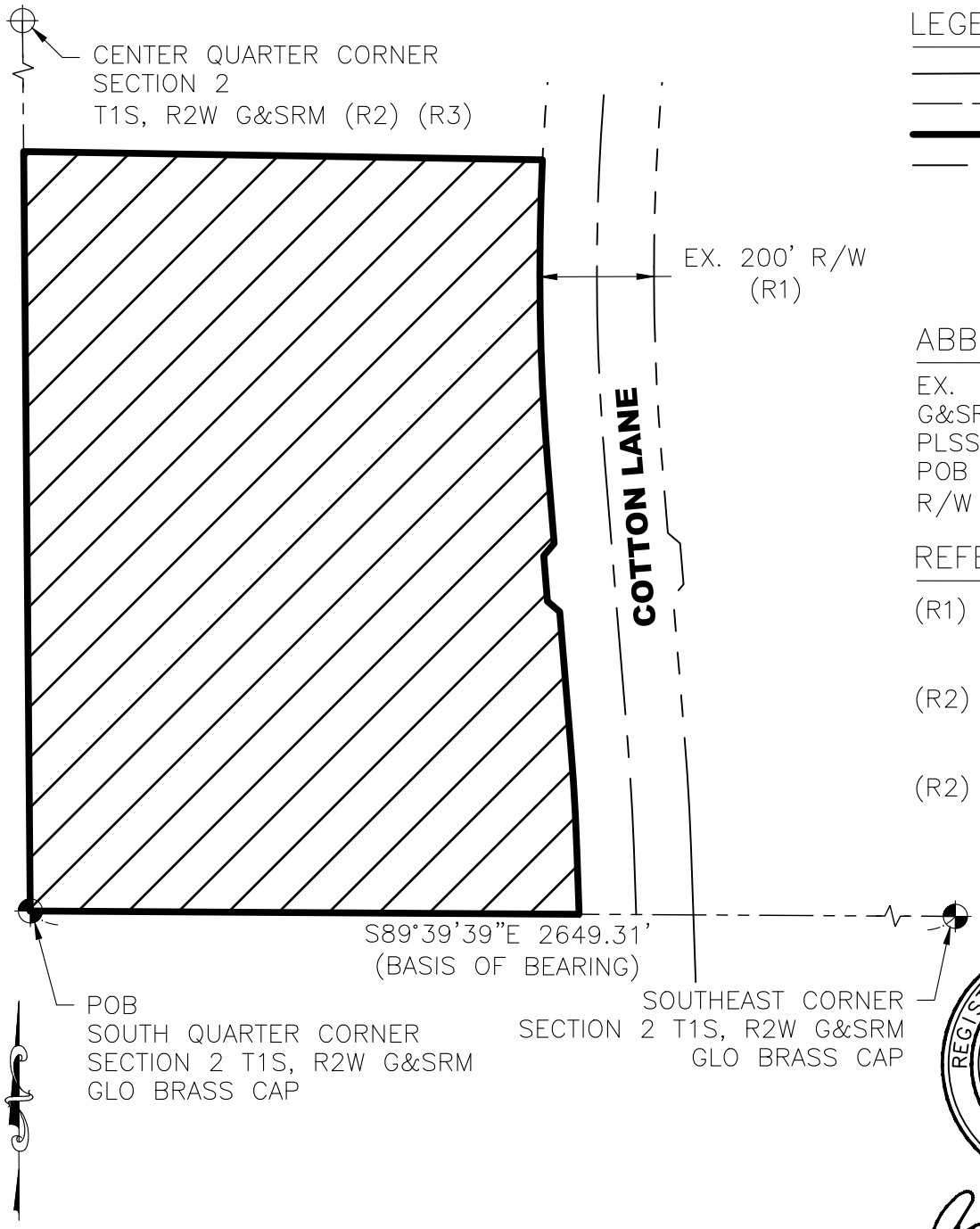
SEE ATTACHED EXHIBIT "B" DRAWING BY REFERENCE MADE A PART HEREOF.

APN: 400-03-005A
COTTON LANE: AZMUN2214

EXHIBIT "A"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: LAAC	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/22/25	REV:	1	2



LEGEND

- CENTERLINE
- PLSS SECTION LINE
- SUBJECT AREA
- EXISTING RIGHT-OF-WAY LINE
- FOUND PLSS SECTION CORNER, AS NOTED
- PLSS SECTION CORNER, CALCULATED POSITION

ABBREVIATIONS

EX.	EXISTING
G&SRM	GILA AND SALT RIVER MERIDIAN
PLSS	PUBLIC LAND SURVEY SYSTEM
POB	POINT OF BEGINNING
R/W	RIGHT-OF-WAY

REFERENCE DOCUMENTS

(R1) MAP OF DEDICATION RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS.

(R2) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 656, PAGE 45, MARICOPA COUNTY RECORDS.

(R2) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 638, PAGE 33, MARICOPA COUNTY RECORDS.

APN: 400-03-005A
COTTON LANE: AZMUN2214

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 07/28/25
ARIZONA, U.S.A.

Adam Mueller

EXHIBIT "B"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: LAAC	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/22/25	REV:		
SCALE: NTS		2	2

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

Project: Cotton Lane
Project No: AZMUN2214
Date: 7/22/2025
Checked by: AM

COST RECOVERY ORDINANCE PARCEL
APN 400-03-005A
CLOSURE REPORT

North: 859991.9793' East: 544626.8395'

Segment #1: Line
Course: N0° 30' 11"W Length: 1330.56'
North: 861322.4880' East: 544615.1574'

Segment #2: Line
Course: S89° 04' 29"E Length: 909.28'
North: 861307.8045' East: 545524.3188'

Segment #3: Curve
Length: 531.11' Radius: 4100.00'
Delta: 7°25'19.2" Tangent: 265.93'
Chord: 530.74' Course: S0° 57' 35"E
Course In: S87° 14' 56"E
Course Out: S85° 19' 45"W
RP North: 861111.0148' East: 549619.5934'
End North: 860777.1390' East: 545533.2084'

Segment #4: Line
Course: S4° 40' 15"E Length: 141.79'
North: 860635.8199' East: 545544.7546'

Segment #5: Line
Course: S40° 19' 45"W Length: 28.28'
North: 860614.2609' East: 545526.4524'

Segment #6: Line
Course: S4° 40' 15"E Length: 80.00'
North: 860534.5266' East: 545532.9669'

Segment #7: Line
Course: S49° 40' 15"E Length: 28.28'
North: 860516.2244' East: 545554.5258'

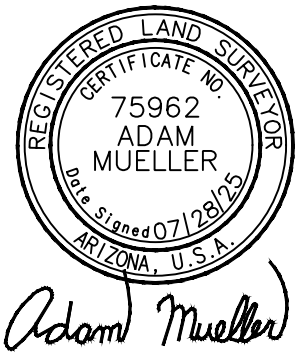
Segment #8: Line
Course: S4° 40' 15"E Length: 238.21'
North: 860278.8055' East: 545573.9235'

Segment #9: Curve
Length: 180.23' Radius: 3900.00'
Delta: 2°38'52.0" Tangent: 90.13'
Chord: 180.21' Course: S3° 20' 49"E
Course In: S85° 19' 45"W
Course Out: N87° 58' 37"E
RP North: 859961.2240' East: 541686.8755'
End North: 860098.9029' East: 545584.4445'

Segment #10: Line
Course: S2° 01' 23"E Length: 112.68'
North: 859986.2931' East: 545588.4223'

Segment #11: Line
Course: N89° 39' 39"W Length: 961.60'
North: 859991.9854' East: 544626.8392'

Perimeter: 4542.01' Area: 1226447.53 Sq. Ft.
Error Closure: 0.0061 Course: N2° 57' 03"W
Error North: 0.00609 East: -0.00031
Precision 1: 744529.51



LEGAL DESCRIPTION OF PARCEL 2

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 400-03-007C

THAT PORTION OF A PARCEL 7 AS DESCRIBED IN DOCUMENT NUMBER 2023-0483526, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND GLO BRASS CAP MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 2, FROM WHICH A FOUND GLO BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 2, BEARS SOUTH 89°39'39" EAST (BASIS OF BEARINGS), A DISTANCE OF 2649.31 FEET;

THENCE NORTH 00°30'11" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1330.56 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°30'11" WEST, A DISTANCE OF 1330.56 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 2, CALCULATED POSITION PER RECORD OF SURVEY RECORDED IN BOOK 638, PAGE 33 AND RECORD OF SURVEY RECORDED IN BOOK 656, PAGE 45, RECORDS OF MARICOPA COUNTY;

THENCE DEPARTING SAID WEST LINE SOUTH 88°30'01" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1160.57 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COTTON LANE AS SHOWN ON THE MAP OF DEDICATION FOR ''KING RANCH'' ''COTTON LANE'', RECORDED IN BOOK 911, PAGE 38, RECORDS OF MARICOPA COUNTY;

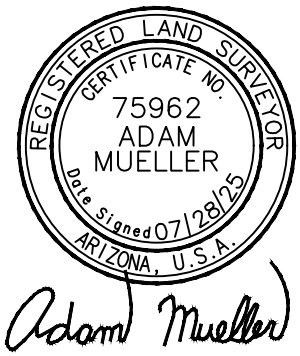
THENCE SOUTH 13°16'27" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 585.86 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 4100.00 FEET, A DELTA ANGLE OF 10°31'23", AND A CHORD BEARING THAT BEARS SOUTH 8°00'46" WEST, 751.95 FEET;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE AND CURVE, A DISTANCE OF 753.01 FEET;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE NORTH 89°04'29" WEST, A DISTANCE OF 909.28 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 1,342,211 SQUARE FEET, OR 30.813 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B" DRAWING BY REFERENCE MADE A PART HERETO.

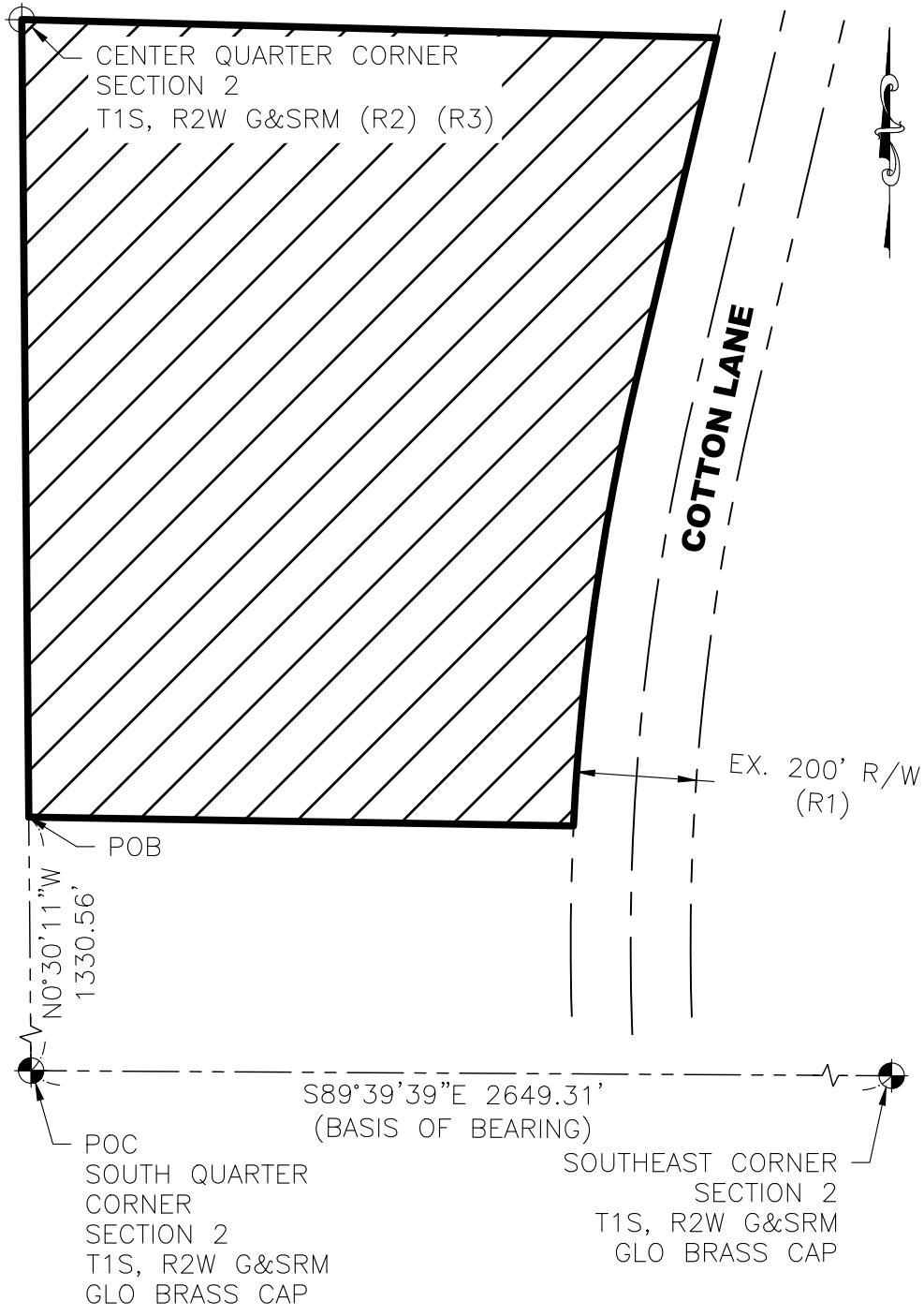


APN: 400-03-007C
COTTON LANE: AZMUN2214

EXHIBIT "A"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: LAAC	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/28/25	REV:	1	2



LEGEND

- CENTERLINE
- PLSS SECTION LINE
- SUBJECT AREA
- EXISTING RIGHT-OF-WAY LINE
- FOUND PLSS SECTION CORNER, AS NOTED
- PLSS SECTION CORNER, CALCULATED POSITION

ABBREVIATIONS

EX.	EXISTING
G&SRM	GILA AND SALT RIVER MERIDIAN
PLSS	PUBLIC LAND SURVEY SYSTEM
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY

REFERENCE DOCUMENTS

(R1) MAP OF DEDICATION RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS.

(R2) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 656, PAGE 45, MARICOPA COUNTY RECORDS.

(R2) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 638, PAGE 33, MARICOPA COUNTY RECORDS.

APN: 400-03-007C

COTTON LANE: AZMUN2214

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 07/28/25
ARIZONA, U.S.A.

Adam Mueller

EXHIBIT "B"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: LAAC	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/28/25	REV:		
SCALE: NTS		2	2

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

Project: Cotton Lane
Project No: AZMUN2214
Date: 7/28/2025
Checked by: AM

COST RECOVERY ORDINANCE PARCEL
APN 400-03-007C
CLOSURE REPORT

North: 861322.4831' East: 544615.1598'

Segment #1: Line
Course: N0° 30' 11"W Length: 1330.56'
North: 862652.9918' East: 544603.4776'

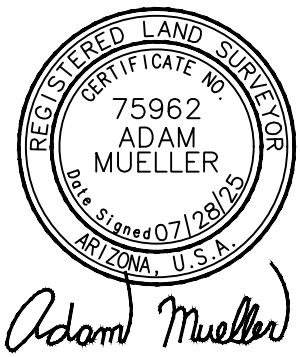
Segment #2: Line
Course: S88° 30' 01"E Length: 1160.57'
North: 862622.6172' East: 545763.6501'

Segment #3: Line
Course: S13° 16' 27"W Length: 585.86'
North: 862052.4099' East: 545629.1302'

Segment #4: Curve
Length: 753.01' Radius: 4100.00'
Delta: 10°31'22.8" Tangent: 377.57'
Chord: 751.95' Course: S8° 00' 46"W
Course In: S76° 43' 33"E
Course Out: N87° 14' 56"W
RP North: 861111.0051' East: 549619.5885'
End North: 861307.8012' East: 545524.3129'

Segment #5: Line
Course: N89° 04' 29"W Length: 909.28'
North: 861322.4847' East: 544615.1515'

Perimeter: 4739.27'
Area: 1342210.77 Sq. Ft.
Error Closure: 0.0084
Course: N78° 56' 37"W
Error North: 0.00161 East: -0.00825
Precision 1: 564073.81



LEGAL DESCRIPTION OF PARCEL 3

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 400-03-001Q

THAT PORTION OF PARCEL 3 DESCRIBED IN DOCUMENT NUMBER 2023-0483526, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED WITHIN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 2, FROM WHICH A GENERAL LAND OFFICE BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 2 BEARS NORTH 02°11'21" WEST (BASIS OF BEARING), A DISTANCE OF 2694.68 FEET;

THENCE NORTH 88°30'01" WEST, ALONG THE SOUTH LINE OF SAID SOUTH HALF, A DISTANCE OF 1542.97 FEET TO THE WEST LINE OF A 200 FOOT WIDE RIGHT-OF-WAY OF COTTON LANE AS SHOWN ON THE MAP OF DEDICATION FOR ''KING RANCH'' ''COTTON LANE'', RECORDED IN BOOK 911, PAGE 38, RECORDS OF MARICOPA COUNTY, ALSO BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID SOUTH LINE, NORTH 88°30'01" WEST, A DISTANCE OF 1160.57 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 2, CALCULATED POSITION PER RECORD OF SURVEY RECORDED IN BOOK 638, PAGE 33 AND RECORD OF SURVEY RECORDED IN BOOK 656, PAGE 45, RECORDS OF MARICOPA COUNTY;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°30'11" WEST, ALONG THE WEST LINE OF SAID SOUTH HALF, A DISTANCE OF 1319.05 FEET TO THE NORTH LINE OF SAID SOUTH HALF;

THENCE DEPARTING SAID WEST LINE, SOUTH 89°00'09" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1484.22 FEET TO SAID WEST RIGHT-OF-WAY LINE;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE FOR THE REMAINING COURSES AND DISTANCES;

THENCE SOUTH 13°16'27" WEST, A DISTANCE OF 535.75 FEET;

THENCE SOUTH 58°16'27" WEST, A DISTANCE OF 28.28 FEET;

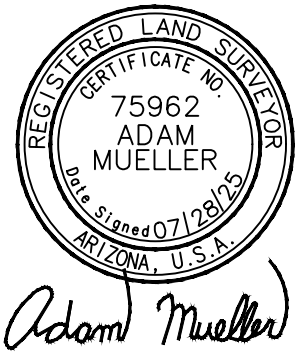
THENCE SOUTH 13°16'27" WEST, A DISTANCE OF 72.00 FEET;

THENCE SOUTH 31°43'33" EAST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 13°16'27" WEST, A DISTANCE OF 712.11 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 1,749,203 SQUARE FEET, OR 40.156 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B" DRAWING BY REFERENCE, MADE A PART HERETO.



APN: 400-03-001Q
COTTON LANE: AZMUN2214

EXHIBIT "A"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/28/25	REV:		
SCALE: NTS		1	2

LEGEND

- PLSS SECTION LINE
- SUBJECT AREA
- EXISTING RIGHT–OF–WAY LINE
- CENTERLINE
- FOUND PLSS SECTION CORNER, AS NOTED
- PLSS SECTION CORNER, CALCULATED POSITION

ABBREVIATIONS

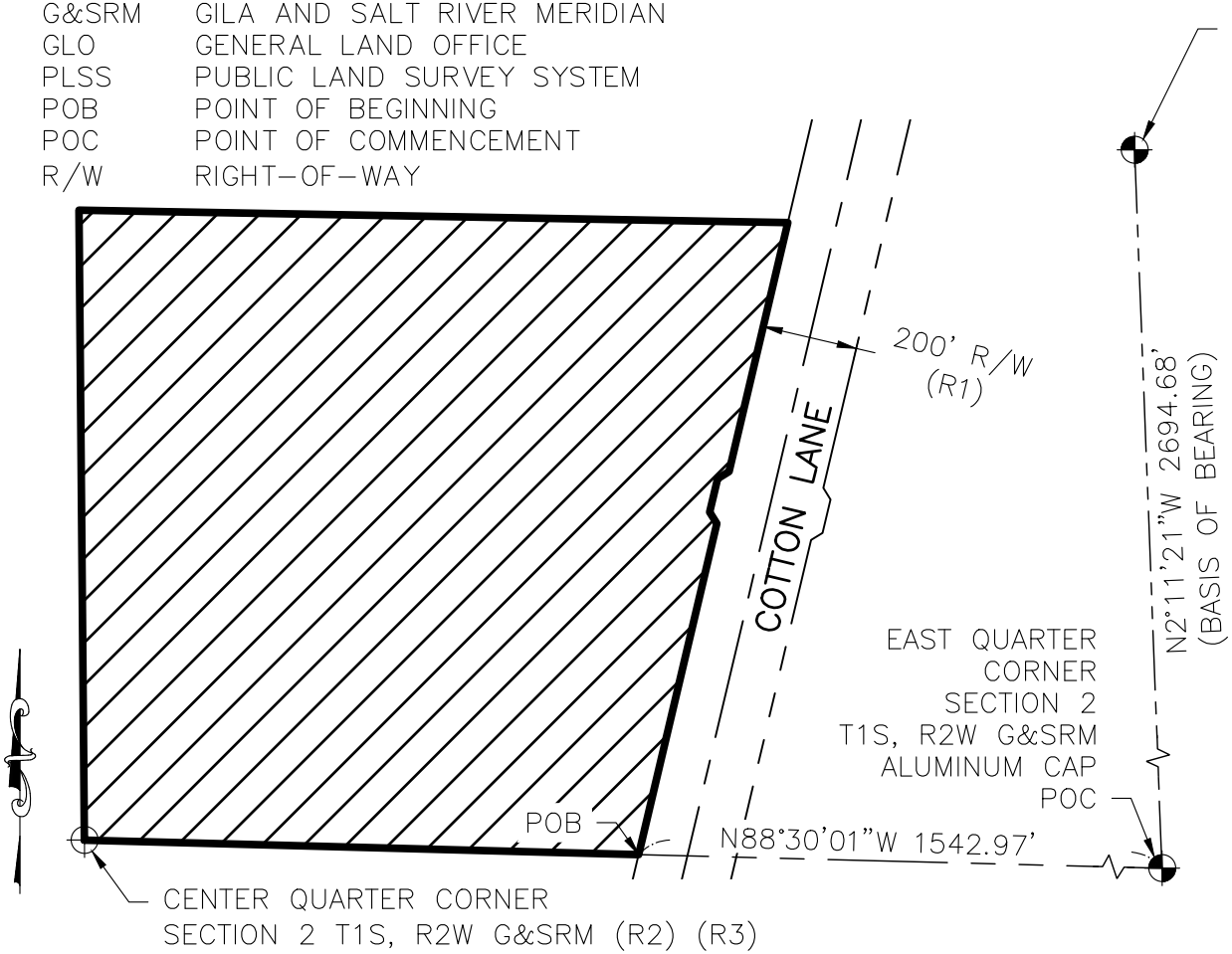
G&SRM	GILA AND SALT RIVER MERIDIAN
GLO	GENERAL LAND OFFICE
PLSS	PUBLIC LAND SURVEY SYSTEM
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT–OF–WAY

REFERENCE DOCUMENTS

(R1) MAP OF DEDICATION RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS

(R2) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 656, PAGE 45, MARICOPA COUNTY RECORDS

(R3) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 638, PAGE 33, MARICOPA COUNTY RECORDS



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 07/28/25
ARIZONA, U.S.A.

Adam Mueller

APN: 400–03–001Q
COTTON LANE: AZMUN2214

EXHIBIT "B"- Cost Recovery Ordinance Parcel

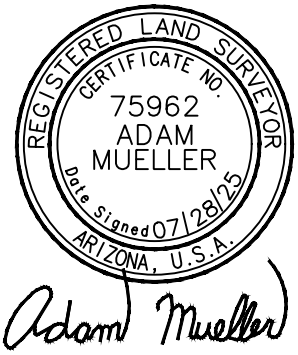
AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454–0402 Fax(602)454–0403
website: www.aztec.us

DR: AAB/LAAC	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/28/25	REV:		
SCALE: NTS		2	2

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

Project: Cotton Lane
Project No: AZMUN2214
Date: 7/28/2025
Checked by: AM

COST RECOVERY ORDINANCE PARCEL
APN 400-03-001Q
CLOSURE REPORT



North: 862622.6137' East: 545763.6524'

Segment #1: Line
Course: N88° 30' 01"W Length: 1160.57'
North: 862652.9882' East: 544603.4800'

Segment #2: Line
Course: N0° 30' 11"W Length: 1319.05'
North: 863971.9874' East: 544591.8989'

Segment #3: Line
Course: S89° 00' 09"E Length: 1484.22'
North: 863946.1489' East: 546075.8940'

Segment #4: Line
Course: S13° 16' 27"W Length: 535.75'
North: 863424.7128' East: 545952.8799'

Segment #5: Line
Course: S58° 16' 27"W Length: 28.28'
North: 863409.8416' East: 545928.8257'

Segment #6: Line
Course: S13° 16' 27"W Length: 72.00'
North: 863339.7653' East: 545912.2937'

Segment #7: Line
Course: S31° 43' 33"E Length: 28.28'
North: 863315.7111' East: 545927.1649'

Segment #8: Line
Course: S13° 16' 27"W Length: 712.11'
North: 862622.6269' East: 545763.6566'

Perimeter: 5340.26' Area: 1749203.17 Sq. Ft.
Error Closure: 0.0139 Course: N17° 42' 50"E
Error North: 0.01320 East: 0.00422
Precision 1: 384191.37

LEGAL DESCRIPTION OF PARCEL 4

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 400-03-001T

THAT PORTION OF PARCEL 3 DESCRIBED IN DOCUMENT NUMBER 2023-0483526, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED WITHIN LOT 1 SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 2, FROM WHICH A GENERAL LAND OFFICE BRASS CAP MARKING THE NORTHEAST QUARTER CORNER OF SECTION 2, BEARS NORTH 02°11'21" WEST (BASIS OF BEARING), A DISTANCE OF 2694.68 FEET;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 NORTH 02°11'21" WEST, A DISTANCE OF 1344.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE DEPARTING SAID EAST LINE NORTH 89°00'09" WEST, ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 1179.03 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LOT LINE NORTH 89°00'09" WEST, A DISTANCE OF 152.59 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE DEPARTING SAID SOUTH LOT LINE, NORTH 01°21'19" WEST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 1334.30 FEET TO THE NORTHWEST QUARTER OF SAID LOT 1;

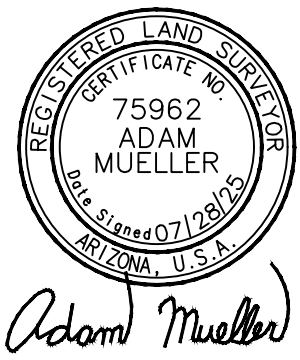
THENCE DEPARTING SAID WEST LINE, ALONG THE NORTH LINE OF SAID LOT 1, SOUTH 89°32'56" EAST, A DISTANCE OF 450.31 FEET TO THE WEST RIGHT-OF-WAY LINE OF COTTON LANE, AS SHOWN ON THE MAP OF DEDICATION FOR "KING RANCH" "COTTON LANE" RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3550.00 FEET, A DELTA ANGLE OF 9°20'09", AND A CHORD BEARING THAT BEARS SOUTH 8°36'22" WEST, 577.81 FEET;

THENCE DEPARTING SAID NORTH LINE, ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID CURVE, A DISTANCE OF 578.45 FEET;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 13°16'27" WEST, A DISTANCE OF 782.65 FEET TO THE POINT BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 425,261 SQUARE FEET, OR 9.763 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B" DRAWING BY REFERENCE, MADE A PART HERETO.

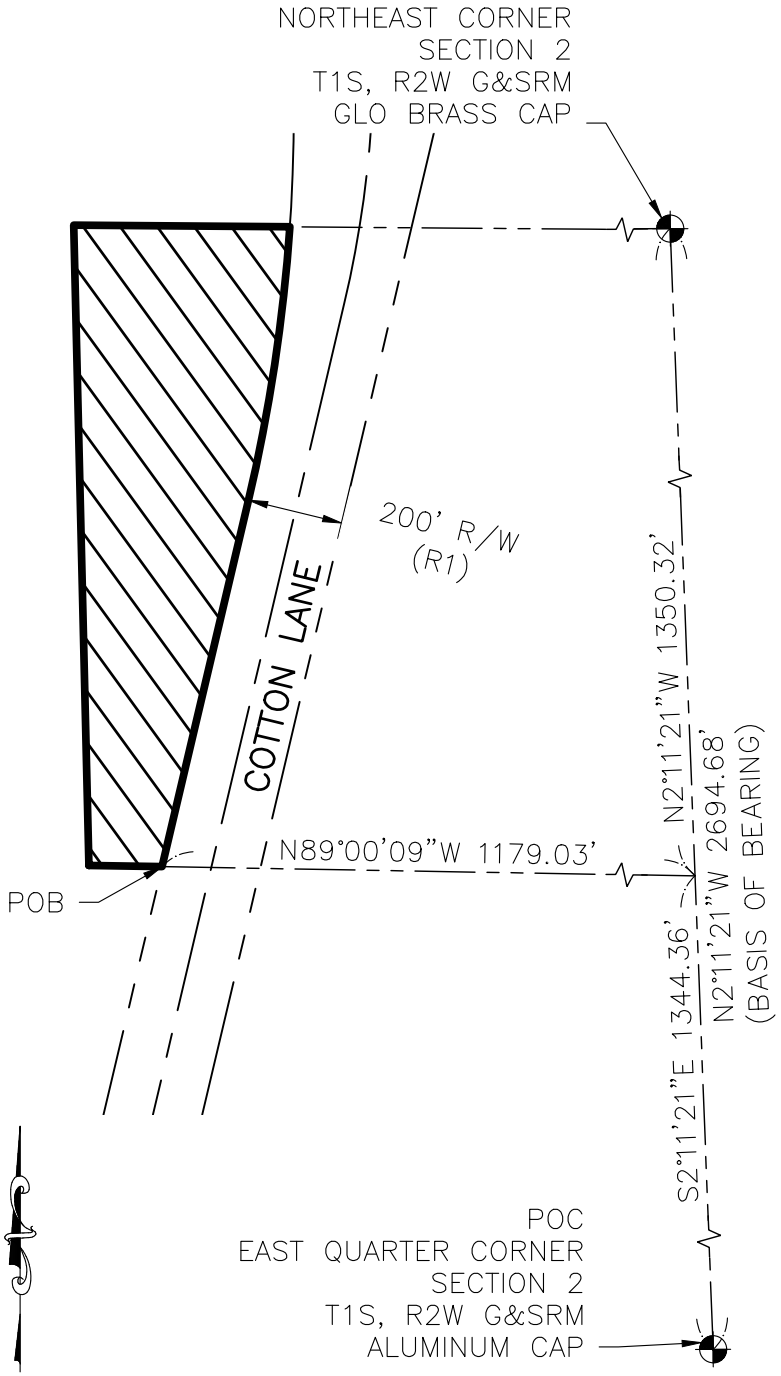


APN: 400-03-001T
COTTON LANE: AZMUN2214

EXHIBIT "A"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/25/25	REV:		
SCALE: NTS		1	2



LEGEND

- PLSS SECTION LINE
- SUBJECT AREA
- EXISTING RIGHT-OF-WAY LINE
- CENTERLINE
- FOUND PLSS SECTION CORNER, AS NOTED

ABBREVIATIONS

G&SRM	GILA AND SALT RIVER MERIDIAN
GLO	GENERAL LAND OFFICE
PLSS	PUBLIC LAND SURVEY SYSTEM
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY

REFERENCE DOCUMENTS

(R1) MAP OF DEDICATION RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS.

(R2) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 656, PAGE 45, MARICOPA COUNTY RECORDS

(R3) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 638, PAGE 33, MARICOPA COUNTY RECORDS

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 07/28/25
ARIZONA, U.S.A.

Adam Mueller

APN: 400-03-001T
COTTON LANE: AZMUN2214

EXHIBIT "B"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/25/25	REV:		
SCALE: NTS		2	2

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

Project: Cotton Lane
Project No: AZMUN2214
Date: 7/25/2025
Checked by: AM

COST RECOVERY ORDINANCE PARCEL
APN 400-00-001T
CLOSURE REPORT

North: 863946.1432' East: 546075.8915'

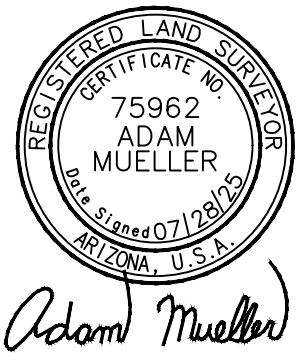
Segment #1: Line
Course: N89° 00' 09"W Length: 152.59'
North: 863948.7996' East: 545923.3247'

Segment #2: Line
Course: N1° 21' 19"W Length: 1334.30'
North: 865282.7264' East: 545891.7660'

Segment #3: Line
Course: S89° 32' 56"E Length: 450.31'
North: 865279.1809' East: 546342.0620'

Segment #4: Curve
Length: 578.45' Radius: 3550.00'
Delta: 9°20'09.3" Tangent: 289.86'
Chord: 577.81' Course: S8° 36' 22"W
Course In: N86° 03' 42"W
Course Out: S76° 43' 33"E
RP North: 865523.0048'
East: 542800.4452'
End North: 864707.8768'
East: 546255.5981'

Segment #5: Line
Course: S13° 16' 27"W Length: 782.65'
North: 863946.1373' East: 546075.8931'
Perimeter: 3298.31' Area: 425260.60 Sq. Ft.
Error Closure: 0.0061 Course: S14° 39' 38"E
Error North: -0.00593 East: 0.00155
Precision 1: 540600.00



LEGAL DESCRIPTION OF PARCEL 5

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 500-85-004G

THAT PORTION OF PARCEL 1 DESCRIBED IN DOCUMENT NUMBER 2023-0483526, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED WITHIN SECTION 36, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A GENERAL LAND OFFICE BRASS CAP MARKING THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, FROM WHICH AN ALUMINUM CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 2, BEARS SOUTH 02°11'21" EAST (BASIS OF BEARING), A DISTANCE OF 2694.68 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 36 AND THE SOUTH LINE OF SAID PARCEL FOR THE NEXT 4 COURSES AND DISTANCES;

THENCE SOUTH 89°37'23" WEST, A DISTANCE OF 155.97 FEET TO AN ANGLE POINT AS SHOWN ON THE RECORD OF SURVEY PLSS SUBDIVISION RECORDED IN BOOK 638, PAGE 33, MARICOPA COUNTY RECORDS;

THENCE NORTH 89°45'22" WEST, A DISTANCE OF 79.22 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 36, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 89°32'56" WEST, A DISTANCE OF 625.93 FEET TO THE WEST RIGHT-OF-WAY LINE OF COTTON LANE, AS SHOWN ON THE MAP OF DEDICATION FOR "KING RANCH" "COTTON LANE" RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS, ALSO BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE NORTH 89°32'56" WEST, A DISTANCE OF 1205.59 FEET TO A POINT ON THE NORTH LINE OF A PARCEL DESCRIBED IN DOCUMENT 1985-0597899, RECORDS OF MARICOPA COUNTY;

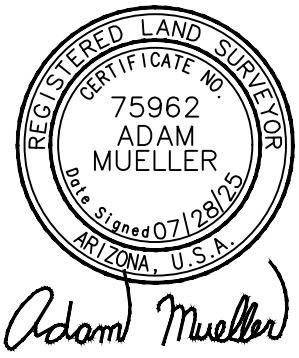
THENCE DEPARTING SAID SOUTH LINE, ALONG SAID NORTH PARCEL LINE NORTH 30°34'40" EAST, A DISTANCE OF 1274.85 FEET;

THENCE ALONG SAID NORTH PARCEL LINE SOUTH 77°52'44" EAST, A DISTANCE OF 494.24 FEET TO SAID WEST RIGHT-OF-WAY LINE, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3550.00 FEET, A DELTA ANGLE OF 16°17'28", AND A CHORD BEARING THAT BEARS SOUTH 4°12'27" EAST, 1006.00 FEET;

THENCE DEPARTING SAID NORTH PARCEL LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE AND CURVE, A DISTANCE OF 1009.39 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 927,285 SQUARE FEET, OR 21.288 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B" DRAWING BY REFERENCE, MADE A PART HERETO.



APN: 500-85-004G
COTTON LANE: AZMUN2214

EXHIBIT "A"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: LAAC	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/25/25	REV:		
SCALE: NTS		1	2

LEGEND

- PLSS SECTION LINE
- SUBJECT AREA
- EXISTING RIGHT-OF-WAY LINE
- CENTERLINE
- FOUND PLSS SECTION CORNER, AS NOTED
- PLSS SECTION CORNER, CALCULATED POSITION

ABBREVIATIONS

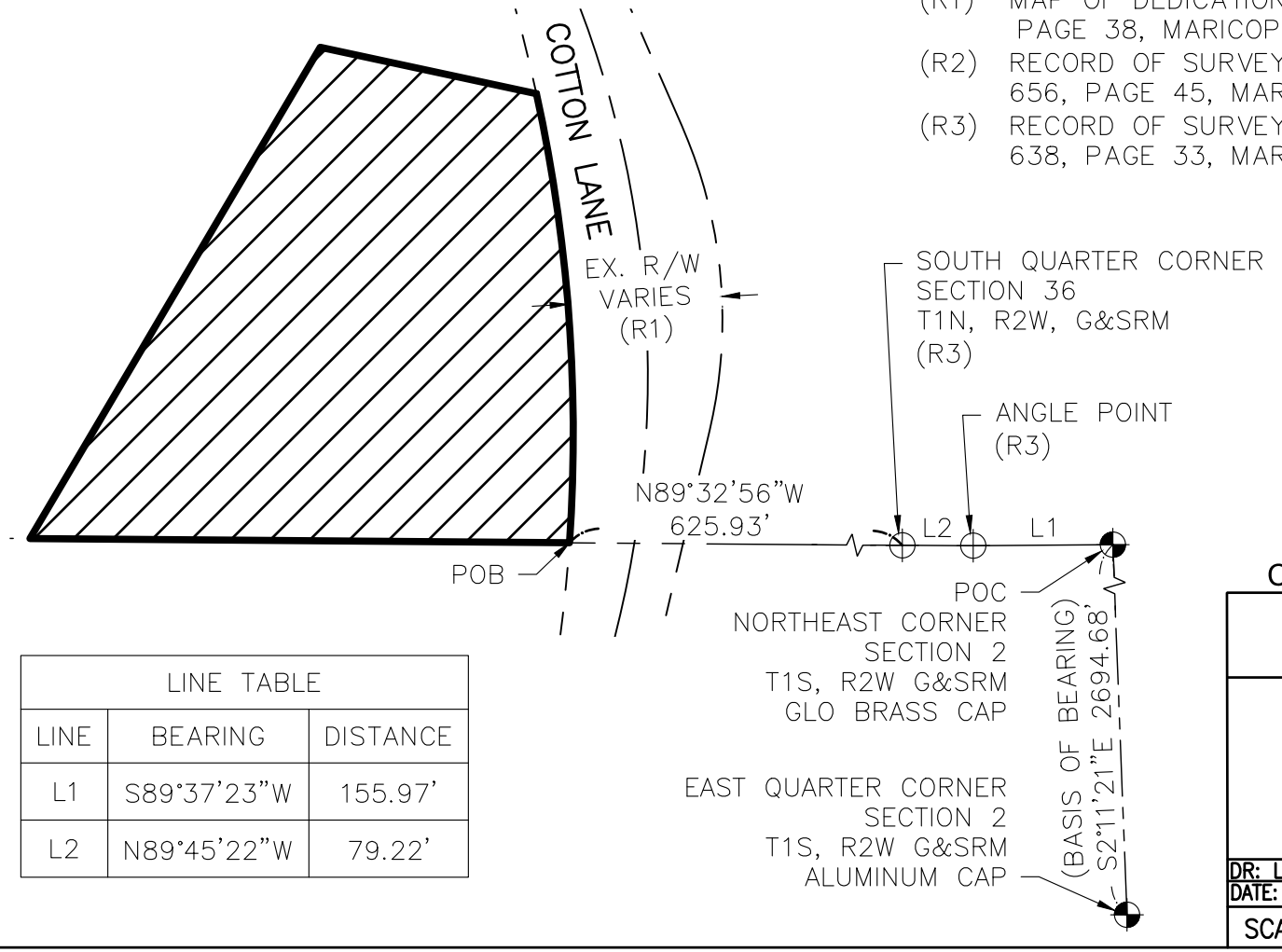
EX.	EXISTING
G&SRM	GILA AND SALT RIVER MERIDIAN
GLO	GENERAL LAND OFFICE
PLSS	PUBLIC LAND SURVEY SYSTEM
POB	POINT OF BEGINNING
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R/W	RIGHT-OF-WAY

REFERENCE DOCUMENTS

(R1) MAP OF DEDICATION RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS.

(R2) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 656, PAGE 45, MARICOPA COUNTY RECORDS

(R3) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 638, PAGE 33, MARICOPA COUNTY RECORDS



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°37'23"W	155.97'
L2	N89°45'22"W	79.22'

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 75962
ADAM MUELLER
Date Signed 07/28/25
ARIZONA, U.S.A.

Adam Mueller

APN: 500-85-004G

COTTON LANE: AZMUN2214

EXHIBIT "B"- Cost Recovery Ordinance Parcel

AZTEC TYPSA

501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: LAAC	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/25/25	REV:		
SCALE: NTS		2	2

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

Project: Cotton Lane
Project No: AZMUN2214
Date: 7/25/2025
Checked by: AM

COST RECOVERY ORDINANCE PARCEL
APN 500-85-004G
CLOSURE REPORT

North: 865279.1856' East: 546342.0615'

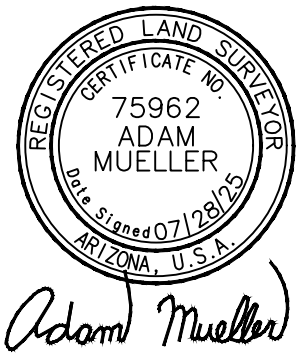
Segment #1: Line
Course: N89° 32' 56"W Length: 1205.59'
North: 865288.6776' East: 545136.5089'

Segment #2: Line
Course: N30° 34' 40"E Length: 1274.85'
North: 866386.2462' East: 545785.0347'

Segment #3: Line
Course: S77° 52' 44"E Length: 494.24'
North: 866282.4662' East: 546268.2560'

Segment #4: Curve
Length: 1009.39' Radius: 3550.00'
Delta: 16°17'28.5" Tangent: 508.12'
Chord: 1006.00' Course: S4° 12' 27"E
Course In: S77° 38' 49"W Course Out: S86° 03' 42"E
RP North: 865522.9969' East: 542800.4460'
End North: 865279.1775' East: 546342.0650'

Perimeter: 3984.07' Area: 927285.22 Sq. Ft.
Error Closure: 0.0088 Course: S23° 26' 44"E
Error North: -0.00809 East: 0.00351
Precision 1: 452350.00



LEGAL DESCRIPTION OF PARCEL 6

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 500-85-005F

THAT PORTION OF PARCEL 1 DESCRIBED IN DOCUMENT NUMBER 2023-0483526, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED WITHIN SECTION 36, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A GENERAL LAND OFFICE BRASS CAP MARKING THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, FROM WHICH AN ALUMINUM CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, BEARS SOUTH 02°11'21" EAST (BASIS OF BEARING), A DISTANCE OF 2694.68 FEET;

THENCE ALONG THE SOUTH LINE OF SECTION 36 AND THE SOUTH LINE OF SAID PARCEL FOR THE NEXT 4 COURSES AND DISTANCES;

THENCE SOUTH 89°37'23" WEST, A DISTANCE OF 155.97 FEET TO AN ANGLE POINT AS SHOWN ON THE RECORD OF SURVEY PLSS SUBDIVISION RECORDED IN BOOK 638, PAGE 33, MARICOPA COUNTY RECORDS;

THENCE NORTH 89°45'22" WEST, A DISTANCE OF 79.22 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 36, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 89°32'56" WEST, A DISTANCE OF 1831.52 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°32'56" WEST, A DISTANCE OF 399.62 FEET;

THENCE DEPARTING SAID SOUTH SECTION AND PARCEL LINE NORTH 00°18'57" EAST, A DISTANCE OF 330.00 FEET;

THENCE NORTH 89°33'39" WEST, A DISTANCE OF 330.00 FEET;

THENCE SOUTH 00°18'57" WEST, A DISTANCE OF 329.98 FEET TO AN ANGLE POINT, AS SHOWN ON SAID RECORD OF SURVEY, ALSO BEING SAID SOUTH SECTION AND PARCEL LINE;

THENCE ALONG SAID SOUTH SECTION AND PARCEL LINE NORTH 89°34'45" WEST, A DISTANCE OF 80.48 FEET TO A MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP MARKING THE SOUTHWEST CORNER OF SECTION 36;

THENCE DEPARTING SAID SOUTH SECTION AND PARCEL LINE, ALONG THE WEST SECTION LINE OF SECTION 36 AND THE WEST LINE OF SAID PARCEL NORTH 00°18'57" EAST, A DISTANCE OF 2053.33 FEET TO THE NORTH LINE OF SAID PARCEL;

APN: 500-85-005F
COTTON LANE: AZMUN2214

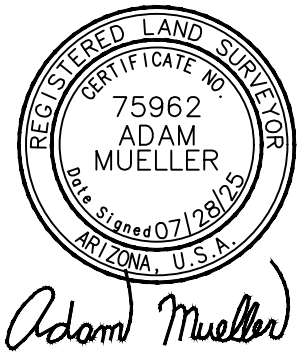


EXHIBIT "A"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/28/25	REV:		
SCALE: NTS		1	4

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 500-85-005F

THENCE DEPARTING SAID WEST SECTION LINE, ALONG SAID NORTH PARCEL LINE NORTH 59°59'56" EAST, A DISTANCE OF 1312.64 FEET TO THE EAST-WEST MID-SECTION LINE OF SAID SECTION 36;

THENCE DEPARTING SAID NORTH PARCEL LINE, ALONG SAID MID-SECTION LINE SOUTH 89°44'00" EAST, A DISTANCE OF 114.88 FEET TO THE WEST LINE OF A 200 FOOT RIGHT-OF-WAY OF COTTON LANE, AS SHOWN ON THE MAP OF DEDICATION FOR "KING RANCH" "COTTON LANE" RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE FOR THE NEXT 6 COURSES AND DISTANCES;

THENCE SOUTH 23°38'59" EAST, A DISTANCE OF 1153.92 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3550.00 FEET, A DELTA ANGLE OF 2°22'15", AND A CHORD BEARING THAT BEARS SOUTH 22°27'52" EAST, 146.88 FEET;

THENCE ALONG SAID CURVE, A DISTANCE OF 146.89 FEET;

THENCE SOUTH 23°23'06" WEST, A DISTANCE OF 28.52 FEET;

THENCE SOUTH 20°06'04" EAST, A DISTANCE OF 106.09 FEET;

THENCE SOUTH 65°39'11" EAST, A DISTANCE OF 27.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3550.00 FEET, A DELTA ANGLE OF 6°34'08", AND A CHORD BEARING THAT BEARS SOUTH 15°38'15" EAST, 406.77 FEET;

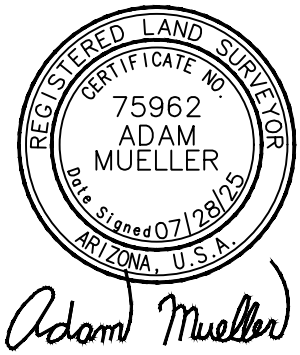
THENCE ALONG SAID CURVE, A DISTANCE OF 407.00 FEET TO THE NORTH LINE OF A PARCEL DESCRIBED IN DOCUMENT NUMBER 1985-0597899, RECORDS OF MARICOPA COUNTY;

THENCE DEPARTING SAID RIGHT-OF-WAY, ALONG SAID NORTH PARCEL LINE NORTH 77°52'44" WEST, A DISTANCE OF 494.24 FEET;

THENCE CONTINUING ALONG SAID NORTH PARCEL LINE SOUTH 30°34'40" WEST, A DISTANCE OF 1274.85 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 3369504 SQUARE FEET, OR 77.353 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B" DRAWING BY REFERENCE, MADE A PART HERETO.



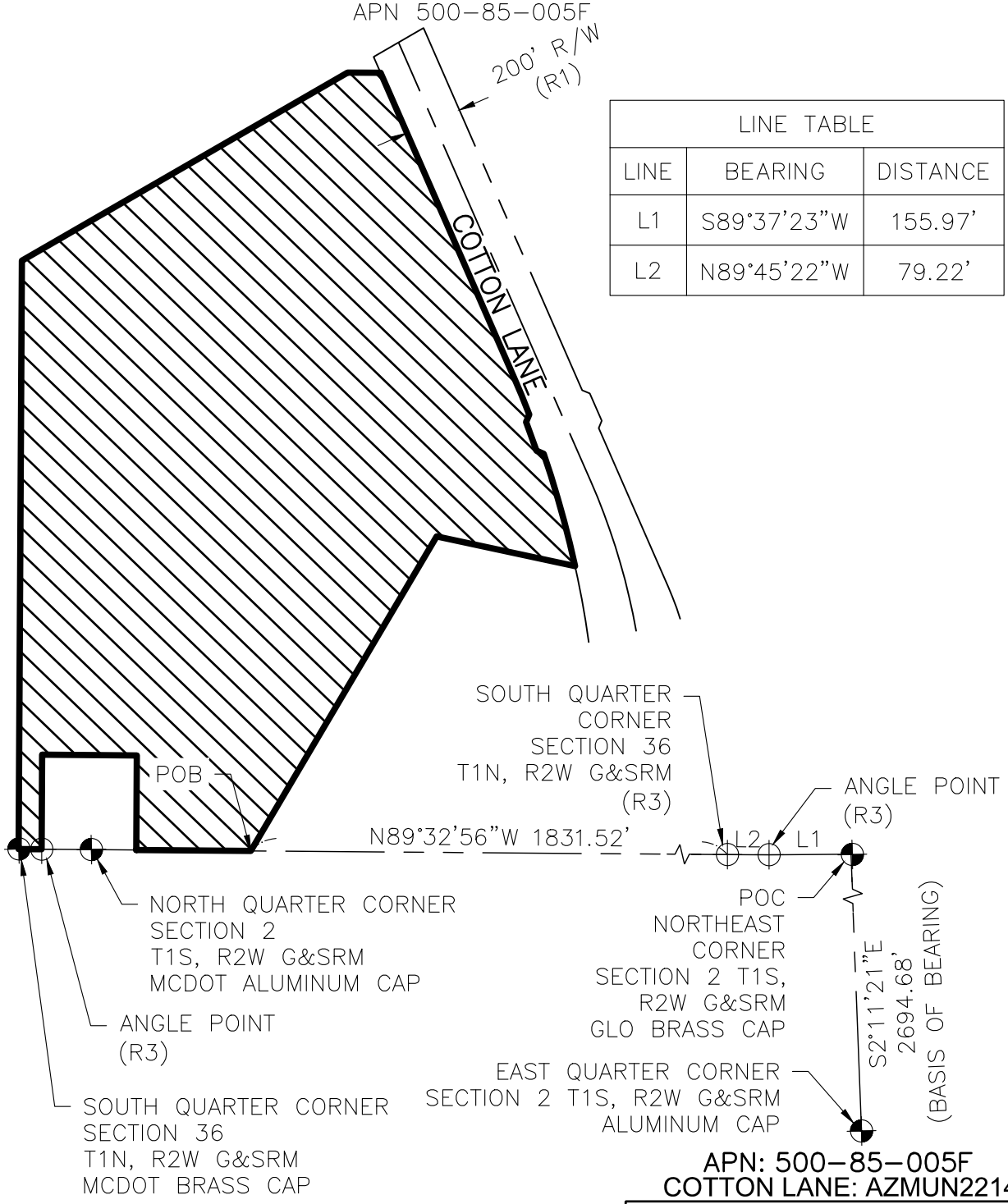
APN: 500-85-005F
COTTON LANE: AZMUN2214

EXHIBIT "A"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/28/25	REV:		
SCALE: NTS		2	4

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 500-85-005F



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°37'23"W	155.97'
L2	N89°45'22"W	79.22'

APN: 500-85-005F
COTTON LANE: AZMUN2214

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 07/28/25
ARIZONA, U.S.A.

Adam Mueller

EXHIBIT "A"- Cost Recovery Ordinance Parcel

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Tel(602)454-0402 Fax(602)454-0403
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DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/28/25	REV:		
SCALE: NTS		3	4

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 500-85-005F

LEGEND

PLSS SECTION LINE

SUBJECT AREA

EXISTING RIGHT-OF-WAY LINE

CENTERLINE

FOUND PLSS SECTION CORNER, AS NOTED

PLSS SECTION CORNER, CALCULATED POSITION

ABBREVIATIONS

G&SRM	GILA AND SALT RIVER MERIDIAN
GLO	GENERAL LAND OFFICE
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
PLSS	PUBLIC LAND SURVEY SYSTEM
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY

REFERENCE DOCUMENTS

(R1) MAP OF DEDICATION RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS.

(R2) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 656, PAGE 45, MARICOPA COUNTY RECORDS

(R3) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 638, PAGE 33, MARICOPA COUNTY RECORDS

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 07/28/25
ARIZONA, U.S.A.

Adam Mueller

APN: 500-85-005F
COTTON LANE: AZMUN2214

EXHIBIT "A"- Cost Recovery Ordinance Parcel

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DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/28/25	REV:		
SCALE: NTS		4	4

AZTEC Engineering Group, Inc.
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P: 602.454.0402 | F: 602.454.0403
www.aztec.us

Project: Cotton Lane
Project No: AZMUN2214
Date: 7/28/2025
Checked by: AM

COST RECOVERY ORDINANCE PARCEL
APN 500-85-005F
CLOSURE REPORT

North: 865288.6764' East: 545136.5099'

Segment #1: Line
Course: N89° 32' 56"W Length: 399.62'
North: 865291.8227' East: 544736.9023'

Segment #2: Line
Course: N0° 18' 57"E Length: 330.00'
North: 865621.8177' East: 544738.7214'

Segment #3: Line
Course: N89° 33' 39"W Length: 330.00'
North: 865624.3471' East: 544408.7311'

Segment #4: Line
Course: S0° 18' 57"W Length: 329.98'
North: 865294.3721' East: 544406.9121'

Segment #5: Line
Course: N89° 34' 45"W Length: 80.48'
North: 865294.9633' East: 544326.4343'

Segment #6: Line
Course: N0° 18' 57"E Length: 2053.33'
North: 867348.2621' East: 544337.7529'

Segment #7: Line
Course: N59° 59' 56"E Length: 1312.64'
North: 868004.6041' East: 545474.5197'

Segment #8: Line
Course: S89° 44' 00"E Length: 114.88'
North: 868004.0694' East: 545589.3985'

Segment #9: Line
Course: S23° 38' 59"E Length: 1153.92'
North: 866947.0615' East: 546052.2867'

Segment #10: Curve
Length: 146.89' Radius: 3550.00'
Delta: 2°22'14.9" Tangent: 73.46'
Chord: 146.88' Course: S22° 27' 52"E
Course In: S66° 21' 01"W Course Out: N68° 43' 16"E
RP North: 865522.9998' East: 542800.4336'
End North: 866811.3272' East: 546108.4110'

Segment #11: Line
Course: S23° 23' 06"W Length: 28.52'
North: 866785.1498' East: 546097.0912'

Segment #12: Line
Course: S20° 06' 04"E Length: 106.09'
North: 866685.5220' East: 546133.5520'

Segment #13: Line
Course: S65° 39' 11"E Length: 27.49'
North: 866674.1890' East: 546158.5972'

Segment #14: Curve
Length: 407.00' Radius: 3550.00'
Delta: 6°34'07.6" Tangent: 203.72'
Chord: 406.77' Course: S15° 38' 15"E
Course In: S71° 04' 42"W Course Out: N77° 38' 49"E
RP North: 865523.0122' East: 542800.4293'
End North: 866282.4750' East: 546268.2421'

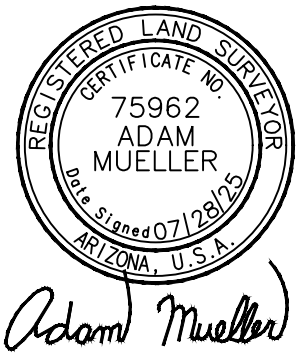
Segment #15: Line
Course: N77° 52' 44"W Length: 494.24'
North: 866386.2550' East: 545785.0207'

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

Project: Cotton Lane
Project No: AZMUN2214
Date: 7/28/2025
Checked by: AM

Segment #16: Line
Course: S30° 34' 40"W Length: 1274.85'
North: 865288.6864' East: 545136.4949'

Perimeter: 8589.94' Area: 3369504.08 Sq. Ft.
Error Closure: 0.0180 Course: N56° 25' 04"W
Error North: 0.00996 East: -0.01499
Precision 1: 477205.00



LEGAL DESCRIPTION OF PARCEL 7

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 400-03-005B

THAT PORTION OF PARCEL 10 DESCRIBED IN DOCUMENT NUMBER 2023-0483526, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA FROM WHICH A GENERAL LAND OFFICE BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 2, BEARS SOUTH 00°39'34" WEST (BASIS OF BEARING), A DISTANCE OF 2606.11 FEET ALSO BEING THE EAST SECTION LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID EAST SECTION LINE SOUTH 00°39'34" WEST, A DISTANCE OF 1303.05 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE ALONG SAID NORTH LINE NORTH 89°04'29" WEST, A DISTANCE OF 1338.14 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALSO BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTH LINE SOUTH 00°04'20" WEST, ALONG SAID WEST LINE A DISTANCE OF 1316.74 FEET TO THE SOUTH SECTION LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID SOUTH SECTION LINE NORTH 89°39'39" WEST, A DISTANCE OF 162.88 FEET TO THE EAST LINE OF A 200 FOOT RIGHT-OF-WAY OF COTTON LANE, AS SHOWN ON THE MAP OF DEDICATION FOR "KING RANCH" "COTTON LANE" RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE FOR THE NEXT 8 COURSES AND DISTANCES

THENCE NORTH 02°01'23" WEST, A DISTANCE OF 120.93 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 4100.00 FEET, A DELTA ANGLE OF 2°38'52", AND A CHORD BEARING THAT BEARS NORTH 3°20'49" WEST, 189.45 FEET;

THENCE DEPARTING SAID SOUTH SECTION LINE, ALONG SAID CURVE, A DISTANCE OF 189.47 FEET;

THENCE NORTH 04°40'15" WEST, A DISTANCE OF 248.20 FEET;

THENCE NORTH 40°07'26" EAST, A DISTANCE OF 28.38 FEET;

THENCE NORTH 04°40'15" WEST, A DISTANCE OF 72.01 FEET;

APN: 400-03-005B
COTTON LANE: AZMUN2214

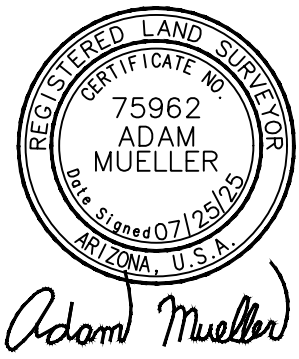


EXHIBIT "A"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
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DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/25/25	REV:		
SCALE: NTS		1	3

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 400-03-005B

THENCE NORTH 49°53'14" WEST, A DISTANCE OF 28.18 FEET;

THENCE NORTH 04°40'15" WEST, A DISTANCE OF 139.80 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3900.00 FEET, A DELTA ANGLE OF 7°30'56", AND A CHORD BEARING THAT BEARS NORTH 0°54'47" WEST, 511.21 FEET;

THENCE ALONG SAID CURVE, A DISTANCE OF 511.58 FEET TO SAID NORTH LINE;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, ALONG SAID NORTH LINE SOUTH 89°04'29" EAST, A DISTANCE OF 228.76 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 267,176 SQUARE FEET, OR 6.134 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B" DRAWING BY REFERENCE, MADE A PART HERETO.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 07/25/25
ARIZONA, U.S.A.

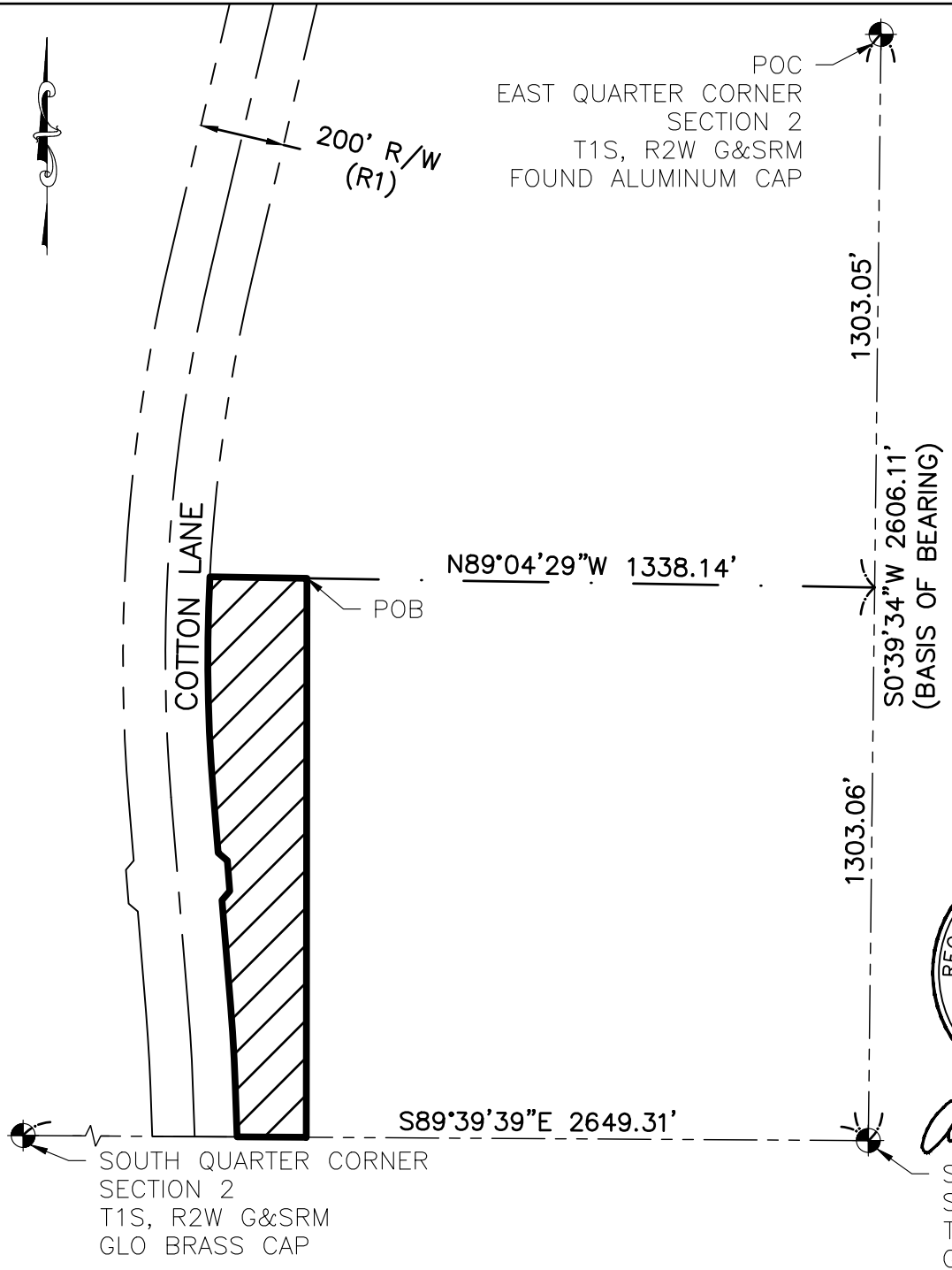
Adam Mueller

APN: 400-03-005B
COTTON LANE: AZMUN2214

EXHIBIT "A"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/25/25	REV:		
SCALE: NTS		2	3



LEGEND

- CENTERLINE
- PLSS SECTION LINE
- SUBJECT AREA
- TIE LINE
- EXISTING RIGHT-OF-WAY LINE
- FOUND PLSS SECTION CORNER, AS NOTED

ABBREVIATIONS

G&SRM	GILA AND SALT RIVER MERIDIAN
GLO	GENERAL LAND OFFICE
PLSS	PUBLIC LAND SURVEY SYSTEM
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY

REFERENCE DOCUMENTS

(R1) MAP OF DEDICATION RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS.

(R2) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 656, PAGE 45, G&SRM

(R3) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 638, PAGE 33

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 07/25/25
ARIZONA, U.S.A.

Adam Mueller

APN: 400-03-005B
COTTON LANE: AZMUN2214

EXHIBIT "B"- Cost Recovery Ordinance Parcel

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DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/25/25	REV:		
SCALE: NTS		3	3

AZTEC Engineering Group, Inc.
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Project: Cotton Lane
Project No: AZMUN2214
Date: 7/25/2025
Checked by: AM.

COST RECOVERY ORDINANCE PARCEL
APN 400-03-005B
CLOSURE REPORT

North: 861300.8738' East: 545953.1299'

Segment #1: Line
Course: S0° 04' 20"W Length: 1316.74'
North: 859984.1349' East: 545951.4701'

Segment #2: Line
Course: N89° 39' 39"W Length: 162.88'
North: 859985.0990' East: 545788.5929'

Segment #3: Line
Course: N2° 01' 23"W Length: 120.93'
North: 860105.9537' East: 545784.3239'

Segment #4: Curve
Length: 189.47' Radius: 4100.00'
Delta: 2°38'52.0" Tangent: 94.75'
Chord: 189.45' Course: N3° 20' 49"W
Course In: S87° 58' 37"W
Course Out: N85° 19' 45"E
RP North: 859961.2169'
East: 541686.8794'
End North: 860295.0805'
East: 545773.2634'

Segment #5: Line
Course: N4° 40' 15"W Length: 248.20'
North: 860542.4562' East: 545753.0522'

Segment #6: Line
Course: N40° 07' 26"E Length: 28.38'
North: 860564.1571' East: 545771.3415'

Segment #7: Line
Course: N4° 40' 15"W Length: 72.01'
North: 860635.9279' East: 545765.4776'

Segment #8: Line
Course: N49° 53' 14"W Length: 28.18'
North: 860654.0842' East: 545743.9262'

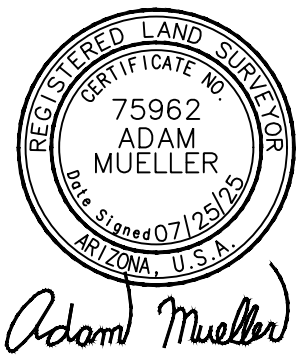
Segment #9: Line
Course: N4° 40' 15"W Length: 139.80'
North: 860793.4199' East: 545732.5421'

Segment #10: Curve
Length: 511.58' Radius: 3900.00'
Delta: 7°30'56.4" Tangent: 256.16'
Chord: 511.21' Course: N0° 54' 47"W
Course In: N85° 19' 45"E
Course Out: N87° 09' 19"W
RP North: 861111.0014'
East: 549619.5901'
End North: 861304.5650'
East: 545724.3959'

Segment #11: Line
Course: S89° 04' 29"E Length: 228.76'
North: 861300.8709' East: 545953.1261'

Perimeter: 3046.93' Area: 267175.98 Sq. Ft.
Error Closure: 0.0048
Course: S51° 36' 21"W
Error North: -0.00297 East: -0.00375

Precision 1: 634695.83



LEGAL DESCRIPTION OF PARCEL 8

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 400-03-007D

THAT PORTION OF PARCEL 7 DESCRIBED IN DOCUMENT NUMBER 2023-0483526, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA FROM WHICH A GENERAL LAND OFFICE BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 2, BEARS SOUTH 00°39'34" WEST (BASIS OF BEARING), A DISTANCE OF 2606.11 FEET ALSO BEING THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID EAST LINE SOUTH 00°39'34" WEST, A DISTANCE OF 1303.05 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER;

THENCE DEPARTING SAID EAST LINE, ALONG SAID SOUTH LINE NORTH 89°04'29" WEST, A DISTANCE OF 1338.14 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89°04'29" WEST, A DISTANCE OF 228.76 FEET TO THE EAST LINE OF A 200 FOOT RIGHT-OF-WAY OF COTTON LANE, AS SHOWN ON THE MAP OF DEDICATION FOR "KING RANCH" "COTTON LANE" RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS, ALSO BEING THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3900.00 FEET, A DELTA ANGLE OF 10°25'46", AND A CHORD BEARING THAT BEARS NORTH 8°03'34" EAST, 708.92 FEET;

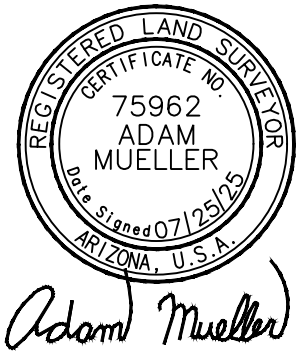
THENCE DEPARTING SAID SOUTH LINE, ALONG SAID EAST RIGHT-OF-WAY LINE AND CURVE, A DISTANCE OF 709.90 FEET;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 13°16'29" EAST, A DISTANCE OF 570.19 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, ALONG SAID EAST LINE SOUTH 00°04'20" WEST, A DISTANCE OF 1260.57 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 170,173 SQUARE FEET, OR 3.907 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B" DRAWING BY REFERENCE, MADE A PART HERETO.

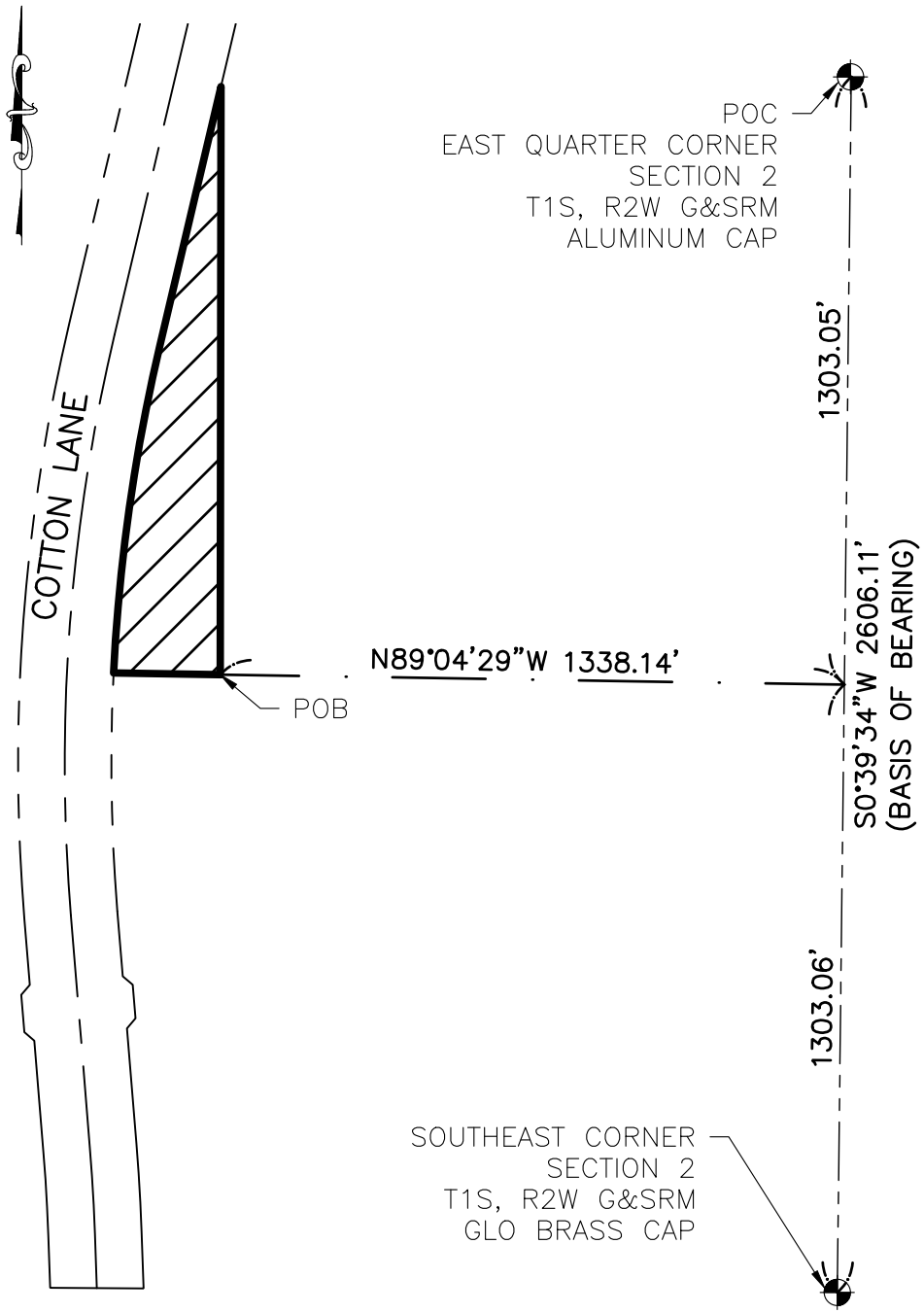


APN: 400-03-007D
COTTON LANE: AZMUN2214

EXHIBIT "A"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/25/25	REV:		
SCALE: NTS		1	2



LEGEND

- CENTERLINE
- PLSS SECTION LINE
- SUBJECT AREA
- EXISTING RIGHT-OF-WAY LINE
- TIE LINE
- FOUND PLSS SECTION CORNER, AS NOTED

ABBREVIATIONS

G&SRM	GILA AND SALT RIVER MERIDIAN
GLO	GENERAL LAND OFFICE
PLSS	PUBLIC LAND SURVEY SYSTEM
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY

REFERENCE DOCUMENTS

(R1) MAP OF DEDICATION RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS.

(R2) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 656, PAGE 45, G&SRM

(R3) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 638, PAGE 33

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 07/25/25
ARIZONA, U.S.A.

Adam Mueller

APN: 400-03-007D
COTTON LANE: AZMUN2214

EXHIBIT "B"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/25/25	REV:		
SCALE: NTS		2	2

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

Project: Cotton Lane
Project No: AZMUN2214
Date: 7/25/2025
Checked by: AM.

COST RECOVERY ORDINANCE PARCEL
APN 400-03-007D
CLOSURE REPORT

North: 861300.8738' East: 545953.1299'

Segment #1: Line
Course: N89° 04' 29"W Length: 228.76'
North: 861304.5679' East: 545724.3997'

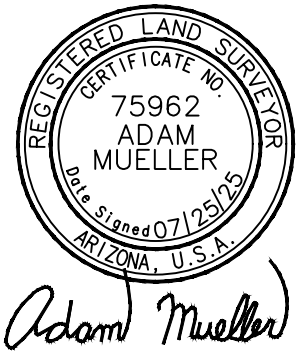
Segment #2: Curve
Length: 709.90' Radius: 3900.00'
Delta: 10°25'45.6" Tangent: 355.93'
Chord: 708.92' Course: N8° 03' 34"E
Course In: S87° 09' 19"E
Course Out: N76° 43' 33"W
RP North: 861111.0134'
East: 549619.5937'
End North: 862006.4860'
East: 545823.7906'

Segment #3: Line
Course: N13° 16' 29"E Length: 570.19'
North: 862561.4407' East: 545954.7178'

Segment #4: Line
Course: S0° 04' 20"W Length: 1260.57'
North: 861300.8717' East: 545953.1288'

Perimeter: 2769.43' Area: 170172.60 Sq. Ft.
Error Closure: 0.0023
Course: S25° 41' 40"W
Error North: -0.00210 East: -0.00101

Precision 1: 1203669.57



LEGAL DESCRIPTION OF PARCEL 9

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 400-03-004A

THAT PORTION OF LAND DESCRIBED IN DOCUMENT NUMBER 2016-0497597, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ALUMINIUM CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 2, FROM WHICH A GENERAL LAND OFFICE MARKING THE SOUTHEAST QUARTER CORNER OF SAID SECTION 2 BEARS SOUTH 00°39'34" WEST (BASIS OF BEARING), A DISTANCE OF 2606.11 FEET ALSO BEING THE EAST SECTION LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID EAST SECTION LINE SOUTH 00°39'34" WEST, A DISTANCE OF 1303.05 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE DEPARTING SAID SOUTH SECTION LINE, ALONG SAID SOUTH LINE NORTH 89°04'29" WEST, A DISTANCE OF 1338.14 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE DEPARTING SAID EAST LINE, ALONG SAID WEST LINE NORTH 00°04'20" EAST, A DISTANCE OF 1260.60 FEET TO THE EAST LINE OF A 200 FOOT RIGHT-OF-WAY OF COTTON LANE, AS SHOWN ON THE MAP OF DEDICATION FOR "KING RANCH" "COTTON LANE" RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS;

THENCE DEPARTING SAID WEST LINE, ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 13°16'27" EAST, A DISTANCE OF 57.33 FEET TO THE SOUTH LINE OF A PARCEL DESCRIBED IN DOCUMENT NUMBER 1985-0597899, RECORDS OF MARICOPA COUNTY;

THENCE ALONG SAID SOUTH PARCEL LINE SOUTH 88°30'01" EAST, A DISTANCE OF 1338.68 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 1,761,149 SQUARE FEET, OR 40.430 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B" DRAWING BY REFERENCE, MADE A PART HERETO.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 07/25/25
ARIZONA, U.S.A.

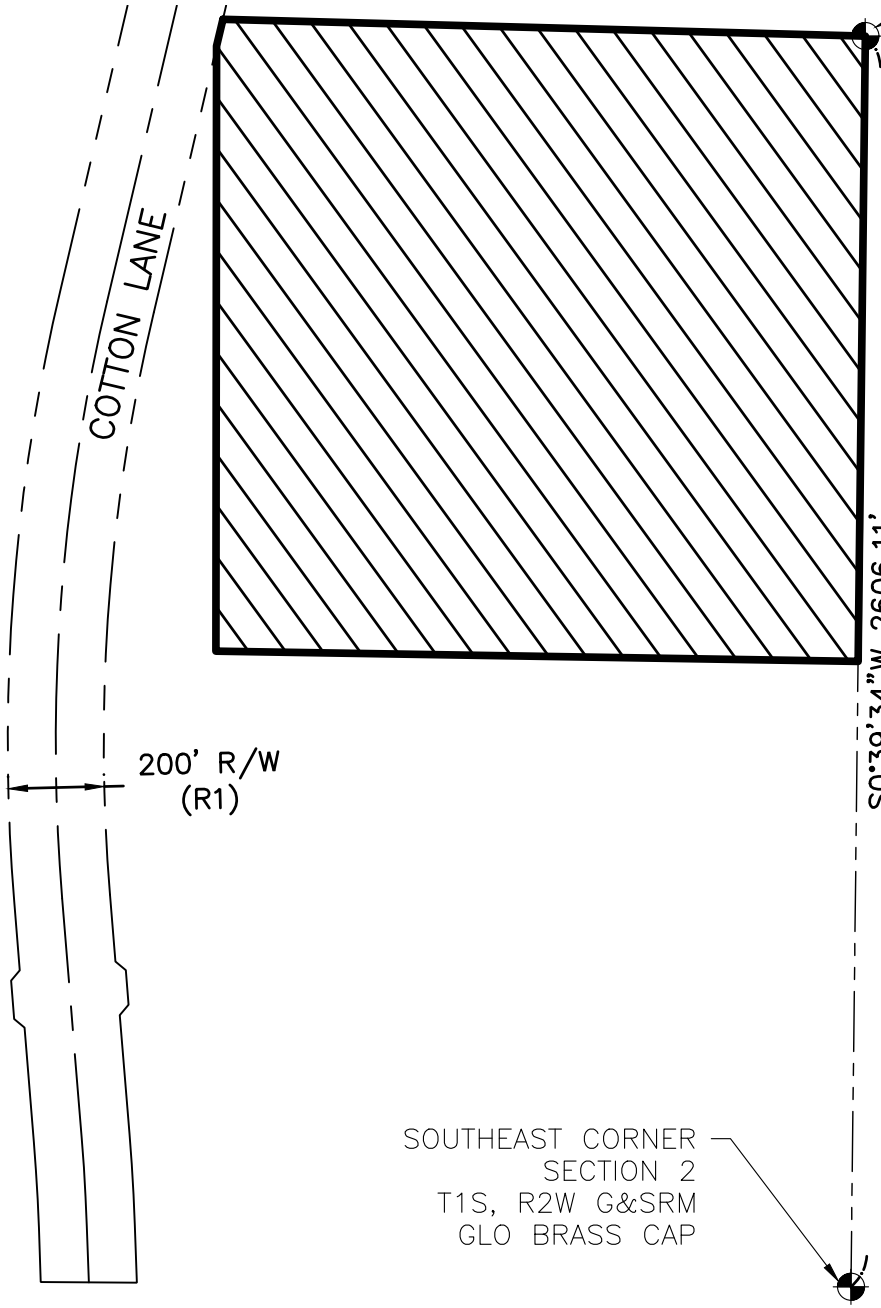
Adam Mueller

APN: 400-03-004A
COTTON LANE: AZMUN2214

EXHIBIT "A"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/25/25	REV:		
SCALE: NTS		1	2



LEGEND

- CENTERLINE
- PLSS SECTION LINE
- SUBJECT AREA
- EXISTING RIGHT-OF-WAY LINE
- FOUND PLSS SECTION CORNER, AS NOTED

ABBREVIATIONS

G&SRM	GILA AND SALT RIVER MERIDIAN
GLO	GENERAL LAND OFFICE
PLSS	PUBLIC LAND SURVEY SYSTEM
POB	POINT OF BEGINNING
R/W	RIGHT-OF-WAY

REFERENCE DOCUMENTS

(R1) MAP OF DEDICATION RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS.

(R2) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 656, PAGE 45, G&SRM

(R3) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 638, PAGE 33

APN: 400-03-004A

COTTON LANE: AZMUN2214

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 07/25/25
ARIZONA, U.S.A.

Adam Mueller

EXHIBIT "B"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/25/25	REV:		
SCALE: NTS		2	2

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

Project: Cotton Lane
Project No: AZMUN2214
Date: 7/25/2025
Checked by: AM.

COST RECOVERY ORDINANCE PARCEL
APN 400-03-004A
CLOSURE REPORT

North: 862582.2326' East: 547306.0986'

Segment #1: Line
Course: S0° 39' 34"W Length: 1303.05'
North: 861279.2689' East: 547291.1015'

Segment #2: Line
Course: N89° 04' 29"W Length: 1338.14'
North: 861300.8778' East: 545953.1360'

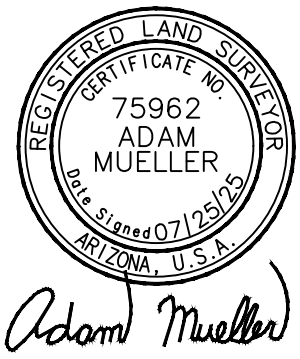
Segment #3: Line
Course: N0° 04' 20"E Length: 1260.60'
North: 862561.4768' East: 545954.7250'

Segment #4: Line
Course: N13° 16' 27"E Length: 57.33'
North: 862617.2751' East: 545967.8886'

Segment #5: Line
Course: S88° 30' 01"E Length: 1338.68'
North: 862582.2390' East: 547306.1100'

Perimeter: 5297.80' Area: 1761148.78 Sq. Ft.
Error Closure: 0.0131
Course: N60° 46' 20"E
Error North: 0.00640 East: 0.01143

Precision 1: 404412.21



LEGAL DESCRIPTION OF PARCEL 10

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 400-03-001R

THAT PORTION OF PARCEL 3 DESCRIBED IN DOCUMENT NUMBER 2023-0483526, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ALUMINUM CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, FROM WHICH A GENERAL LAND OFFICE BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 2 BEARS NORTH 02°11'21" WEST (BASIS OF BEARING), A DISTANCE OF 2694.68 FEET, ALSO BEING EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, AND THE EAST LINE OF A PARCEL DESCRIBED IN DOCUMENT NUMBER 1985-0597899, RECORDS OF MARICOPA COUNTY;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL AND ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, NORTH 88°30'01" WEST, A DISTANCE OF 1338.68 FEET TO THE EAST LINE OF A 200 FOOT RIGHT-OF-WAY OF COTTON LANE, AS SHOWN ON THE MAP OF DEDICATION FOR "KING RANCH" "COTTON LANE" RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE FOR THE NEXT 5 COURSES AND DISTANCES;

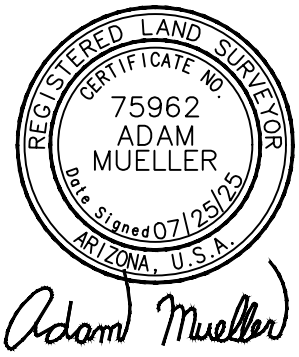
THENCE DEPARTING SAID SOUTH PARCEL LINE AND SAID SECTION LINE, NORTH 13°16'27" EAST, A DISTANCE OF 682.43 FEET;

THENCE NORTH 58°34'10" EAST, A DISTANCE OF 28.14 FEET;

THENCE NORTH 13°16'27" EAST, A DISTANCE OF 72.01 FEET;

THENCE NORTH 31°27'03" WEST, A DISTANCE OF 28.42 FEET;

THENCE NORTH 13°16'27" EAST, A DISTANCE OF 567.26 FEET TO THE SOUTH LINE OF LOT 1 OF SAID SECTION 2;



THENCE DEPARTING SAID EAST RIGHT-OF WAY-LINE, ALONG SAID SOUTH LINE OF LOT 1 SOUTH 89°00'09" EAST, A DISTANCE OF 974.35 FEET TO THE EAST LINE OF SAID PARCEL ALSO BEING THE EAST LINE OF SAID NORTHEAST QUARTER;

THENCE ALONG SAID EAST PARCEL LINE SOUTH 02°11'21" EAST, A DISTANCE OF 1344.36 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS AN AREA OF 1,544,343 SQUARE FEET, OR 35.453 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B" DRAWING BY REFERENCE, MADE A PART HERETO.

APN: 400-03-001R
COTTON LANE: AZMUN2214

EXHIBIT "A"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/25/25	REV:		
SCALE: NTS		1	2

LEGEND

- PLSS SECTION LINE
- SUBJECT AREA
- EXISTING RIGHT–OF–WAY LINE
- CENTERLINE
- FOUND PLSS SECTION CORNER, AS NOTED

ABBREVIATIONS

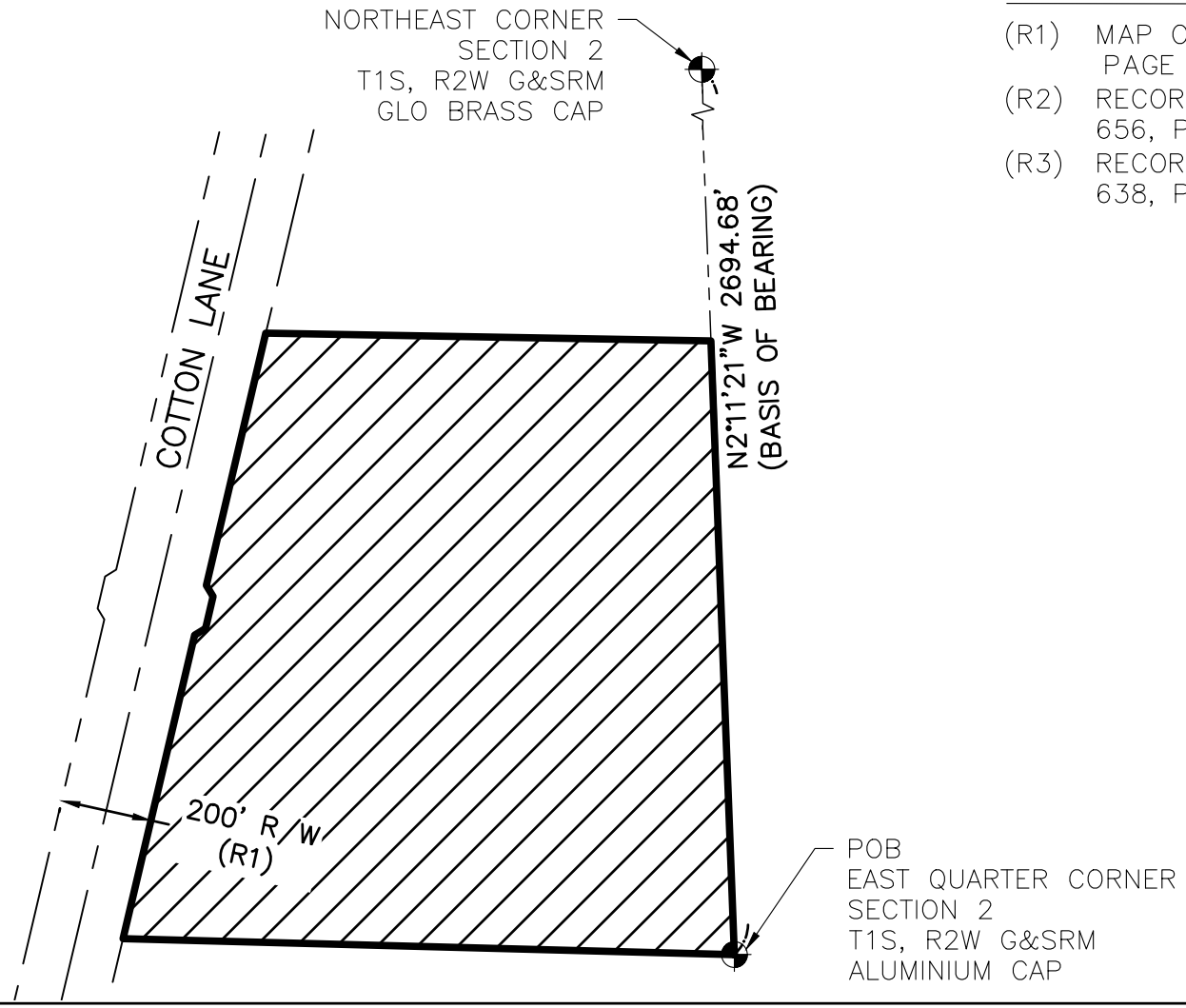
G&SRM	GILA AND SALT RIVER MERIDIAN
GLO	GENERAL LAND OFFICE
PLSS	PUBLIC LAND SURVEY SYSTEM
POB	POINT OF BEGINNING
R/W	RIGHT–OF–WAY

REFERENCE DOCUMENTS

(R1) MAP OF DEDICATION RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS.

(R2) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 656, PAGE 45, G&SRM

(R3) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 638, PAGE 33



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 07/25/25
ARIZONA, U.S.A.

Adam Mueller

APN: 400–03–001R

COTTON LANE: AZMUN2214

EXHIBIT "B"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454–0402 Fax(602)454–0403
website: www.aztec.us

DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/25/25	REV:		
SCALE: NTS		2	2

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

Project: Cotton Lane
Project No: AZMUN2214
Date: 7/25/2025
Checked by: AM.

COST RECOVERY ORDINANCE PARCEL
APN 400-03-001R
CLOSURE REPORT

North: 862582.2326' East: 547306.0986'

Segment #1: Line
Course: N88° 30' 01"W Length: 1338.68'
North: 862617.2687' East: 545967.8772'

Segment #2: Line
Course: N13° 16' 27"E Length: 682.43'
North: 863281.4658' East: 546124.5706'

Segment #3: Line
Course: N58° 34' 10"E Length: 28.14'
North: 863296.1399' East: 546148.5816'

Segment #4: Line
Course: N13° 16' 27"E Length: 72.01'
North: 863366.2259' East: 546165.1159'

Segment #5: Line
Course: N31° 27' 03"W Length: 28.42'
North: 863390.4707' East: 546150.2873'

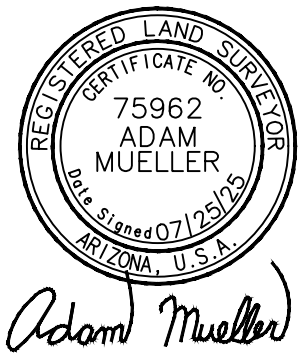
Segment #6: Line
Course: N13° 16' 27"E Length: 567.26'
North: 863942.5749' East: 546280.5364'

Segment #7: Line
Course: S89° 00' 09"E Length: 974.35'
North: 863925.6127' East: 547254.7388'

Segment #8: Line
Course: S2° 11' 21"E Length: 1344.36'
North: 862582.2339' East: 547306.0918'

Perimeter: 5035.66' Area: 1544342.80 Sq. Ft.
Error Closure: 0.0069
Course: N79° 31' 08"W
Error North:0.00126 East: -0.00681

Precision 1: 729804.35



LEGAL DESCRIPTION OF PARCEL 11

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 400-03-001U

THAT PORTION OF PARCEL 3 DESCRIBED IN DOCUMENT NUMBER 2023-0483526, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED WITHIN LOT 1 OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A GENERAL LAND OFFICE BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 2, FROM WHICH AN ALUMINUM CAP MARKING THE EAST QUARTER CORNER OF SECTION 2 BEARS SOUTH 02°11'21" EAST (BASIS OF BEARING), A DISTANCE OF 2694.68 FEET;

THENCE SOUTH 02°11'21" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1350.32 FEET TO THE SOUTH LINE OF SAID LOT 1;

THENCE ALONG SAID SOUTH LOT LINE NORTH 89°00'09" WEST, A DISTANCE OF 974.35 FEET TO THE EAST LINE OF A 200 FOOT RIGHT-OF-WAY OF COTTON LANE, AS SHOWN ON THE MAP OF DEDICATION FOR "KING RANCH" "COTTON LANE" RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS;

THENCE DEPARTING SAID SOUTH LOT LINE, ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 13°16'27" EAST, A DISTANCE OF 1371.25 FEET, TO THE NORTH LINE OF SAID LOT 1;

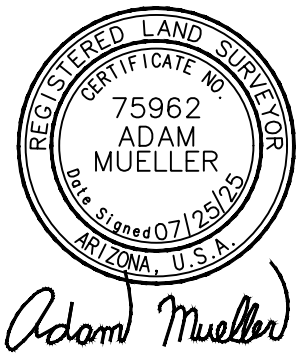
THENCE ALONG SAID NORTH LOT LINE SOUTH 89°32'56" EAST, A DISTANCE OF 372.59 FEET TO THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY PLSS SUBDIVISION RECORDED IN BOOK 638, PAGE 33, MARICOPA COUNTY RECORDS;

THENCE CONTINUING ALONG SAID NORTH LOT LINE SOUTH 89°45'22" EAST, A DISTANCE OF 79.22 FEET TO AN ANGLE POINT AS SHOWN ON SAID RECORD OF SURVEY;

THENCE CONTINUING ALONG SAID NORTH LOT LINE NORTH 89°37'23" EAST, A DISTANCE OF 155.97 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS AN AREA OF 1,062,203 SQUARE FEET, OR 24.385 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B" DRAWING BY REFERENCE, MADE A PART HERETO.

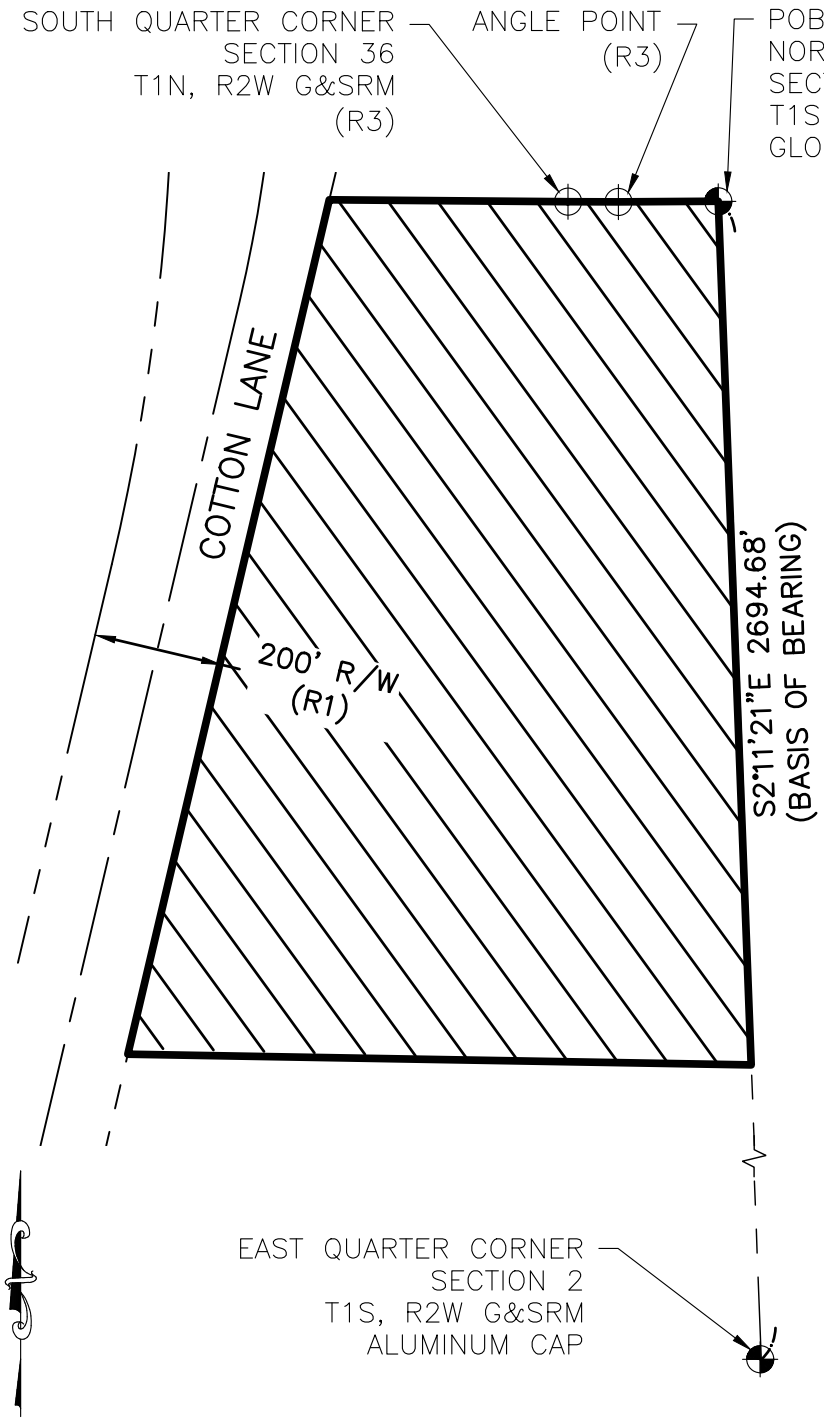


APN: 400-03-001U
COTTON LANE: AZMUN2214

EXHIBIT "A"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/25/25	REV:		
SCALE: NTS		1	2



LEGEND

- PLSS SECTION LINE
- SUBJECT AREA
- EXISTING RIGHT-OF-WAY LINE
- CENTERLINE
- FOUND PLSS SECTION CORNER, AS NOTED
- PLSS SECTION CORNER, CALCULATED POSITION

ABBREVIATIONS

G&SRM	GILA AND SALT RIVER MERIDIAN
GLO	GENERAL LAND OFFICE
PLSS	PUBLIC LAND SURVEY SYSTEM
POB	POINT OF BEGINNING
R/W	RIGHT-OF-WAY

REFERENCE DOCUMENTS

(R1) MAP OF DEDICATION RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS.

(R2) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 656, PAGE 45, G&SRM

(R3) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 638, PAGE 33

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 07/25/25
ARIZONA, U.S.A.

Adam Mueller

APN: 400-03-001U
COTTON LANE: AZMUN2214

EXHIBIT "B"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/25/25	REV:		
SCALE: NTS		2	2

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

Project: Cotton Lane
Project No: AZMUN2214
Date: 7/25/2025
Checked by: AM.

COST RECOVERY ORDINANCE PARCEL
APN 400-03-001U
CLOSURE REPORT

North: 865274.9472' East: 547203.1613'

Segment #1: Line
Course: S2° 11' 21"E Length: 1350.32'
North: 863925.6127' East: 547254.7420'

Segment #2: Line
Course: N89° 00' 09"W Length: 974.35'
North: 863942.5750' East: 546280.5396'

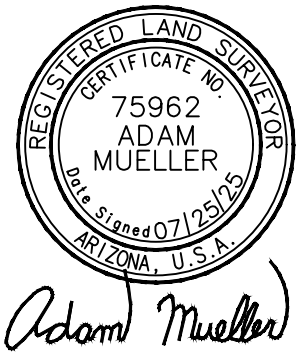
Segment #3: Line
Course: N13° 16' 27"E Length: 1371.25'
North: 865277.1886' East: 546595.3936'

Segment #4: Line
Course: S89° 32' 56"E Length: 372.59'
North: 865274.2551' East: 546967.9721'

Segment #5: Line
Course: S89° 45' 22"E Length: 79.22'
North: 865273.9179' East: 547047.1913'

Segment #6: Line
Course: N89° 37' 23"E Length: 155.97'
North: 865274.9440' East: 547203.1580'

Perimeter: 4303.70' Area: 1062203.01 Sq. Ft.
Error Closure: 0.0046



LEGAL DESCRIPTION OF PARCEL 12

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 500-85-004H

THAT PORTION OF PARCEL 1 DESCRIBED IN DOCUMENT NUMBER 2023-0483526, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED WITHIN THE SOUTH HALF OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A GENERAL LAND OFFICE BRASS CAP MARKING THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, FROM WHICH AN ALUMINUM CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 2 BEARS SOUTH 02°11'21" EAST, A DISTANCE OF 2694.68 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 36 SOUTH 89°37'23" WEST, A DISTANCE OF 155.97 FEET TO AN ANGLE POINT AS SHOWN ON THE RECORD OF SURVEY PLSS SUBDIVISION RECORDED IN BOOK 638, PAGE 33, MARICOPA COUNTY RECORDS;

THENCE CONTINUING ALONG SAID SOUTH SECTION LINE NORTH 89°45'22" WEST, A DISTANCE OF 79.22 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 36, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE CONTINUING ALONG SAID SOUTH SECTION LINE NORTH 89°32'56" WEST, A DISTANCE OF 372.59 FEET TO THE EAST LINE OF A 200 FOOT RIGHT-OF-WAY, AS SHOWN ON THE MAP OF DEDICATION FOR "KING RANCH" "COTTON LANE" RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS;

THENCE DEPARTING SAID SOUTH SECTION LINE, ALONG SAID EAST RIGHT-OF-WAY-LINE NORTH 13°16'27" EAST, A DISTANCE OF 259.29 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1080.00 FEET, A DELTA ANGLE OF 36°55'26", AND A CHORD BEARING THAT BEARS NORTH 5°11'16" WEST, 684.02 FEET;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE AND SAID CURVE, A DISTANCE OF 696.00 FEET;

THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 23°38'59" WEST, A DISTANCE OF 262.74 FEET TO THE NORTH LINE OF A PARCEL DESCRIBED IN DOCUMENT NUMBER 1985-0597899, RECORDS OF MARICOPA COUNTY;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, ALONG SAID NORTH PARCEL LINE NORTH 52°24'06" EAST A DISTANCE OF 2398.86 FEET;

THENCE ALONG SAID NORTH PARCEL LINE SOUTH 88°22'44" EAST, A DISTANCE OF 1289.99 FEET TO THE EAST SECTION LINE OF SAID SOUTH HALF OF SECTION 36;

APN: 500-85-004H
COTTON LANE: AZMUN2214

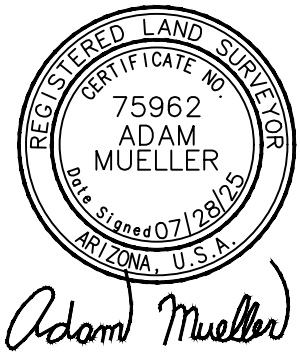


EXHIBIT "A"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/28/25	REV:		
SCALE: NTS		1	3

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 500-85-004H

THENCE DEPARTING SAID NORTH PARCEL LINE, ALONG SAID EAST SECTION LINE SOUTH 00°06'06" WEST, A DISTANCE OF 2587.51 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 36, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG THE SOUTHLINE OF SAID SECTION 36 SOUTH 89°37'36" WEST, A DISTANCE OF 2470.09 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 6,815,762 SQUARE FEET, OR 156.468 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B" DRAWING BY REFERENCE, MADE A PART HERETO.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 07/28/25
ARIZONA, U.S.A.

Adam Mueller

APN: 500-85-004H
COTTON LANE: AZMUN2214

EXHIBIT "A"- Cost Recovery Ordinance Parcel

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DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/28/25	REV:		
SCALE: NTS		2	3

LEGEND

- PLSS SECTION LINE
- SUBJECT AREA
- EXISTING RIGHT-OF-WAY LINE
- CENTERLINE
- FOUND PLSS SECTION CORNER, AS NOTED
- PLSS SECTION CORNER, CALCULATED POSITION

ABBREVIATIONS

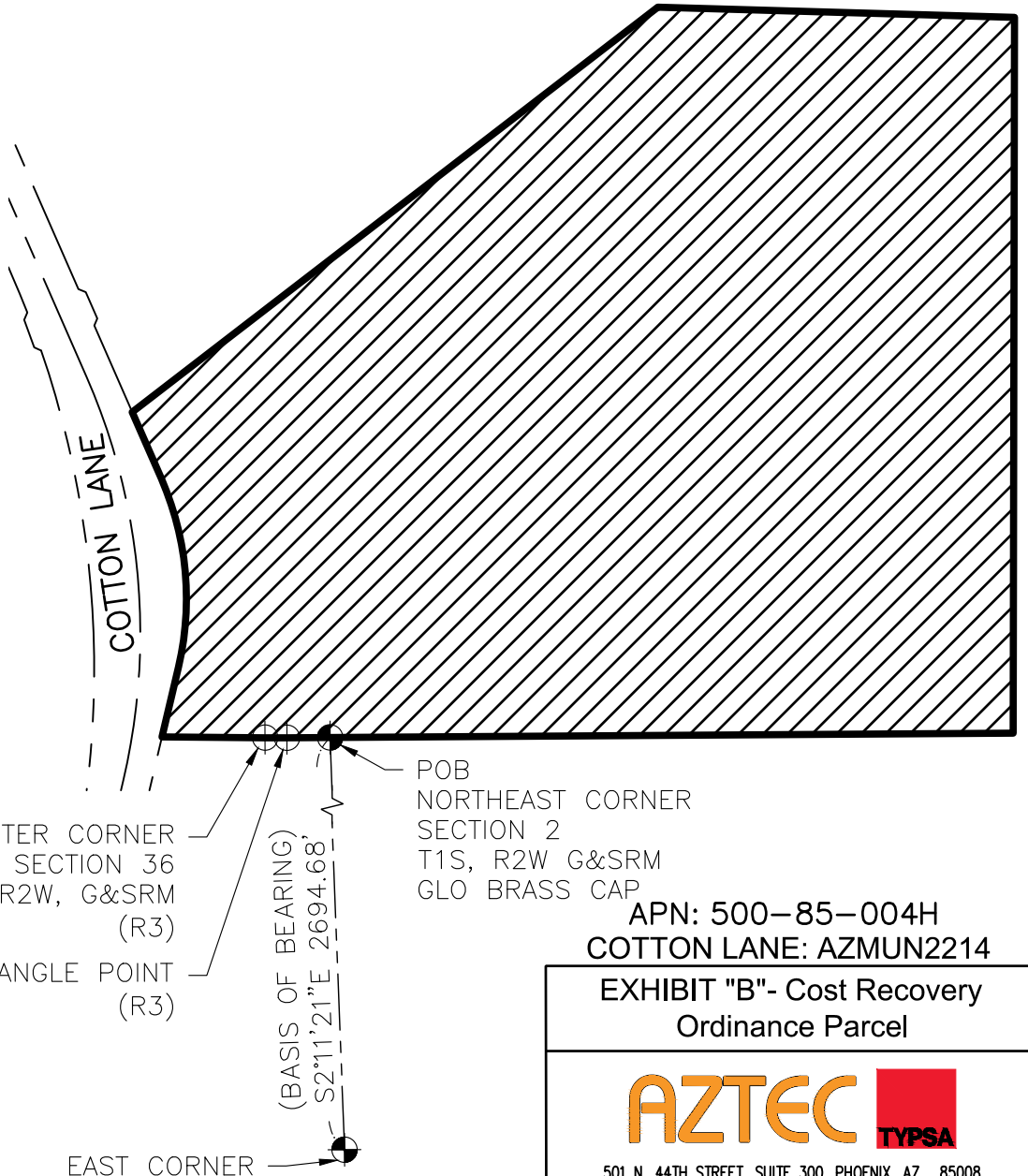
G&SRM	GILA AND SALT RIVER MERIDIAN
GLO	GENERAL LAND OFFICE
PLSS	PUBLIC LAND SURVEY SYSTEM
POB	POINT OF BEGINNING
R/W	RIGHT-OF-WAY

REFERENCE DOCUMENTS

(R1) MAP OF DEDICATION RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS.

(R2) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 656, PAGE 45, MARICOPA COUNTY RECORDS

(R3) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 638, PAGE 33, MARICOPA COUNTY RECORDS



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 07/28/25
ARIZONA, U.S.A.

Adam Mueller

APN: 500-85-004H

COTTON LANE: AZMUN2214

EXHIBIT "B"- Cost Recovery Ordinance Parcel

AZTEC TYPSA

501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/28/25	REV:		
SCALE: NTS		3	3

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

Project: Cotton Lane
Project No: AZMUN2215
Date: 7/28/2025
Checked by: AM

COST RECOVERY ORDINANCE PARCEL
APN 500-85-004H
CLOSURE REPORT

North: 865274.9472' East: 547203.1613'

Segment #1: Line
Course: S89° 37' 23"W Length: 155.97'
North: 865273.9211' East: 547047.1946'

Segment #2: Line
Course: N89° 45' 22"W Length: 79.22'
North: 865274.2583' East: 546967.9754'

Segment #3: Line
Course: N89° 32' 56"W Length: 372.59'
North: 865277.1918' East: 546595.3969'

Segment #4: Line
Course: N13° 16' 27"E Length: 259.29'
North: 865529.5542' East: 546654.9327'

Segment #5: Curve
Length: 696.00' Radius: 1080.00'
Delta: 36°55'26.0" Tangent: 360.57'
Chord: 684.02' Course: N5° 11' 16"W
Course In: N76° 43' 33"W
Course Out: N66° 21' 01"E
RP North: 865777.5340'
East: 545603.7876'
End North: 866210.7723'
East: 546593.0835'

Segment #6: Line
Course: N23° 38' 59"W Length: 262.74'
North: 866451.4460' East: 546487.6869'

Segment #7: Line
Course: N52° 24' 06"E Length: 2398.86'
North: 867915.0436' East: 548388.3214'

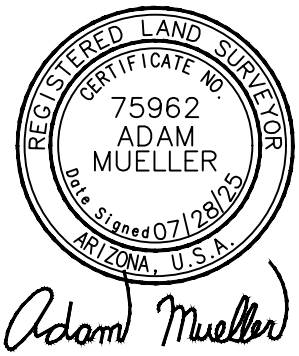
Segment #8: Line
Course: S88° 22' 44"E Length: 1289.99'
North: 867878.5498' East: 549677.7951'

Segment #9: Line
Course: S0° 06' 06"W Length: 2587.51'
North: 865291.0439' East: 549673.2038'

Segment #10: Line
Course: S89° 37' 36"W Length: 2470.09'
North: 865274.9492' East: 547203.1662'

Perimeter: 10572.25'
Area: 6815761.58 Sq. Ft.
Error Closure: 0.0054
Course: N68° 18' 52"E
Error North: 0.00198 East: 0.00499

Precision 1: 1955607.41



LEGAL DESCRIPTION OF PARCEL 13

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 500-85-005G

THAT PORTION OF PARCEL 1 DESCRIBED IN DOCUMENT NUMBER 2023-0483526, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED WITHIN SECTION 36, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A GENERAL LAND OFFICE BRASS CAP MARKING THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, FROM WHICH AN ALUMINUM CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 2, BEARS SOUTH 02°11'21" EAST, A DISTANCE OF 2694.68 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTH HALF NORTH 89°37'36" EAST, A DISTANCE OF 2470.09 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 36, AS SHOWN ON THE RECORD OF SURVEY PLSS SUBDIVISION RECORDED IN BOOK 638, PAGE 33, MARICOPA COUNTY RECORDS;

THENCE DEPARTING SAID SOUTH LINE, ALONG THE EAST LINE OF SAID SECTION 36 NORTH 00°06'06" EAST, A DISTANCE OF 2587.51 FEET TO THE NORTH LINE OF A PARCEL DESCRIBED IN DOCUMENT NUMBER 1985-0597899, RECORDS OF MARICOPA COUNTY, ALSO BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST SECTION LINE, ALONG SAID PARCEL LINE NORTH 88°22'44" WEST, A DISTANCE OF 1289.99 FEET;

THENCE CONTINUING ALONG SAID PARCEL LINE SOUTH 52°24'06" WEST, A DISTANCE OF 2398.86 FEET TO THE EAST LINE OF A 200 FOOT RIGHT-OF-WAY, AS SHOWN ON THE MAP OF DEDICATION FOR "KING RANCH" "COTTON LANE" RECORDED IN BOOK 911, PAGE 380, MARICOPA COUNTY RECORDS;

THENCE DEPARTING SAID PARCEL LINE, ALONG SAID EAST RIGHT-OF-WAY LINE FOR THE NEXT 5 COURSES AND DISTANCES;

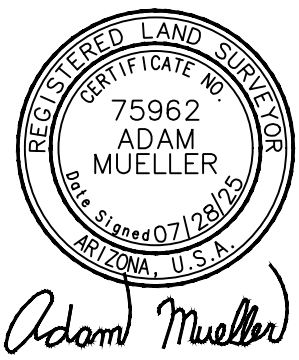
THENCE NORTH 23°38'59" WEST, A DISTANCE OF 341.39 FEET;

THENCE NORTH 22°14'47" EAST, A DISTANCE OF 27.85 FEET;

THENCE NORTH 23°38'59" WEST, A DISTANCE OF 104.05 FEET;

THENCE NORTH 67°45'13" WEST, A DISTANCE OF 28.72 FEET;

THENCE NORTH 23°38'59" WEST, A DISTANCE OF 1208.43 FEET TO THE WEST-EAST MID-SECTION LINE OF SAID SECTION 36;



APN: 500-85-005G
COTTON LANE: AZMUN2214

EXHIBIT "A"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/28/25	REV:		
SCALE: NTS		1	3

LEGAL DESCRIPTION FOR
COST RECOVERY ORDINANCE PARCEL
APN 500-85-005G

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, ALONG SAID MID-SECTION LINE SOUTH 89°44'00" EAST, A DISTANCE OF 3869.82 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 36, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE DEPARTING SAID MID-SECTION LINE, SOUTH 00°06'06" WEST ALONG THE EAST SECTION LINE OF SAID SECTION 36, A DISTANCE OF 106.50 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS AN AREA OF 2,185,015 SQUARE FEET, OR 50.16 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B" DRAWING BY REFERENCE, MADE A PART HERETO.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 07/28/25
ARIZONA, U.S.A.

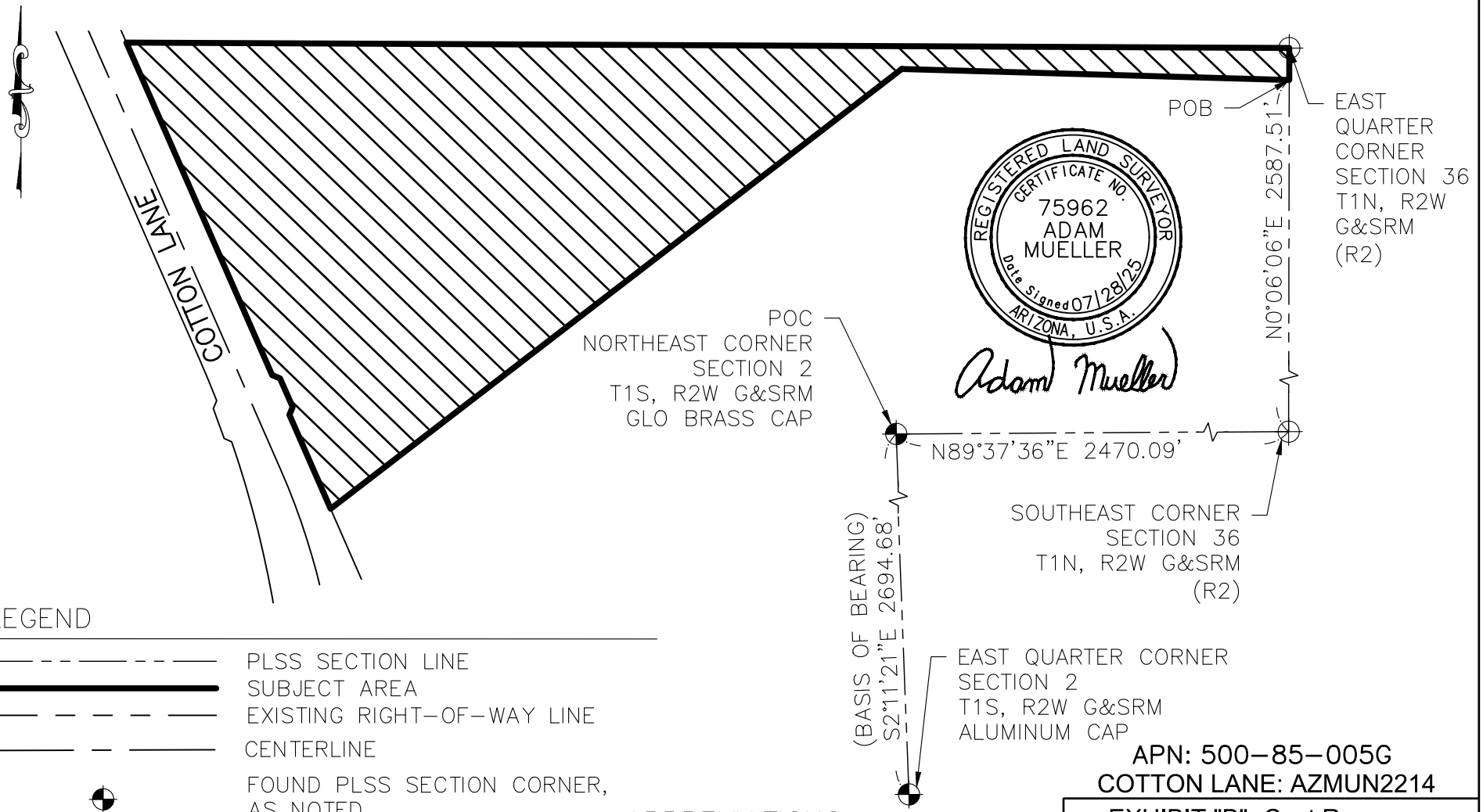
Adam Mueller

APN: 500-85-005G
COTTON LANE: AZMUN2214

EXHIBIT "A"- Cost Recovery Ordinance Parcel

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
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DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/28/25	REV:		
SCALE: NTS		2	3



LEGEND

- PLSS SECTION LINE
- SUBJECT AREA
- EXISTING RIGHT-OF-WAY LINE
- CENTERLINE
- FOUND PLSS SECTION CORNER, AS NOTED
- PLSS SECTION CORNER, CALCULATED POSITION

REFERENCE DOCUMENTS

(R1) MAP OF DEDICATION RECORDED IN BOOK 911, PAGE 38, MARICOPA COUNTY RECORDS.

(R2) RECORD OF SURVEY PLSS SUBDIVISION, BOOK 638, PAGE 33, MARICOPA COUNTY RECORDS

ABBREVIATIONS

G&SRM	GILA AND SALT RIVER MERIDIAN
GLO	GENERAL LAND OFFICE
PLSS	PUBLIC LAND SURVEY SYSTEM
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY

APN: 500-85-005G

COTTON LANE: AZMUN2214

EXHIBIT "B"- Cost Recovery Ordinance Parcel

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DR: AAB	CK: AM	SHEET NO.	TOTAL SHEETS
DATE: 07/28/25	REV:		
SCALE: NTS		3	3

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

Project: Cotton Lane
Project No: AZMUN2215
Date: 7/28/2025
Checked by: AM.

COST RECOVERY ORDINANCE PARCEL
APN 500-85-005G
CLOSURE REPORT

North: 867878.5442' East: 549677.7898'

Segment #1: Line
Course: N88° 22' 44"W Length: 1289.99'
North: 867915.0380' East: 548388.3161'

Segment #2: Line
Course: S52° 24' 06"W Length: 2398.86'
North: 866451.4405' East: 546487.6816'

Segment #3: Line
Course: N23° 38' 59"W Length: 341.39'
North: 866764.1588' East: 546350.7350'

Segment #4: Line
Course: N22° 14' 47"E Length: 27.85'
North: 866789.9358' East: 546361.2787'

Segment #5: Line
Course: N23° 38' 59"W Length: 104.05'
North: 866885.2471' East: 546319.5397'

Segment #6: Line
Course: N67° 45' 13"W Length: 28.72'
North: 866896.1202' East: 546292.9575'

Segment #7: Line
Course: N23° 38' 59"W Length: 1208.43'
North: 868003.0602' East: 545808.2029'

Segment #8: Line
Course: S89° 44' 00"E Length: 3869.82'
North: 867985.0493' East: 549677.9810'

Segment #9: Line
Course: S0° 06' 06"W Length: 106.50'
North: 867878.5495' East: 549677.7920'

Perimeter: 9375.60' Area: 2185015.08 Sq. Ft.
Error Closure: 0.0057 Course: N23° 02' 15"E
Error North: 0.00522 East: 0.00222

Precision 1: 1644843.86

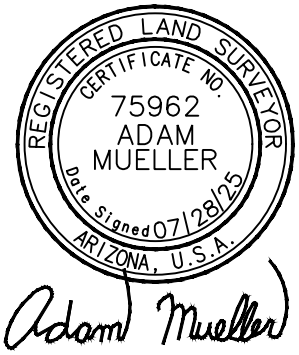


EXHIBIT 4

Summary of
Total Estimated Project Cost Allocated to Each Benefited Property

Parcel 1: $537,625.48

Parcel 2: $578,102.88

Parcel 3: $559,417.81

Parcel 4: $594,286.98

Parcel 5: $402,037.19

Parcel 6: $896,149.94

Parcel 7: $993,455.38

Parcel 8: $856,220.92

Parcel 9: $37,316.69

Parcel 10: $914,170.76

Parcel 11: $991,387.48

Parcel 12: $856,060.66

Parcel 13: $1,323,119.99

Parcel	Total Project Cost	Frontage Length (LF)	Cost per Linear Foot of Frontage Length
Parcel 1	$537,625.48	1340.581	$401.04
Parcel 2	$578,102.88	1338.866	$431.79
Parcel 3	$559,417.81	1376.43	$406.43
Parcel 4	$594,286.98	1361.439	$436.51
Parcel 5	$402,037.19	1009.052	$398.43
Parcel 6	$896,149.94	1869.92	$479.25
Parcel 7	$993,455.38	1338.176	$742.40
Parcel 8	$856,220.92	1280.093	$668.87
Parcel 9	$37,316.69	57.354	$650.64
Parcel 10	$914,170.76	1361.694	$671.35
Parcel 11	$991,387.48	1371.65	$722.77
Parcel 12	$856,060.66	1271.635	$673.20
Parcel 13	$1,323,119.99	1710.428	$773.56
Total	**$9,539,352.17**		

It's a Great time to be in Goodyear.

CIP #42046 COTTON LANE WIDENING

Special Public Improvement Cost Recovery Area



CIP #42046 COTTON LANE WIDENING

AGENDA

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

CIP #42046 COTTON LANE WIDENING
BACKGROUND



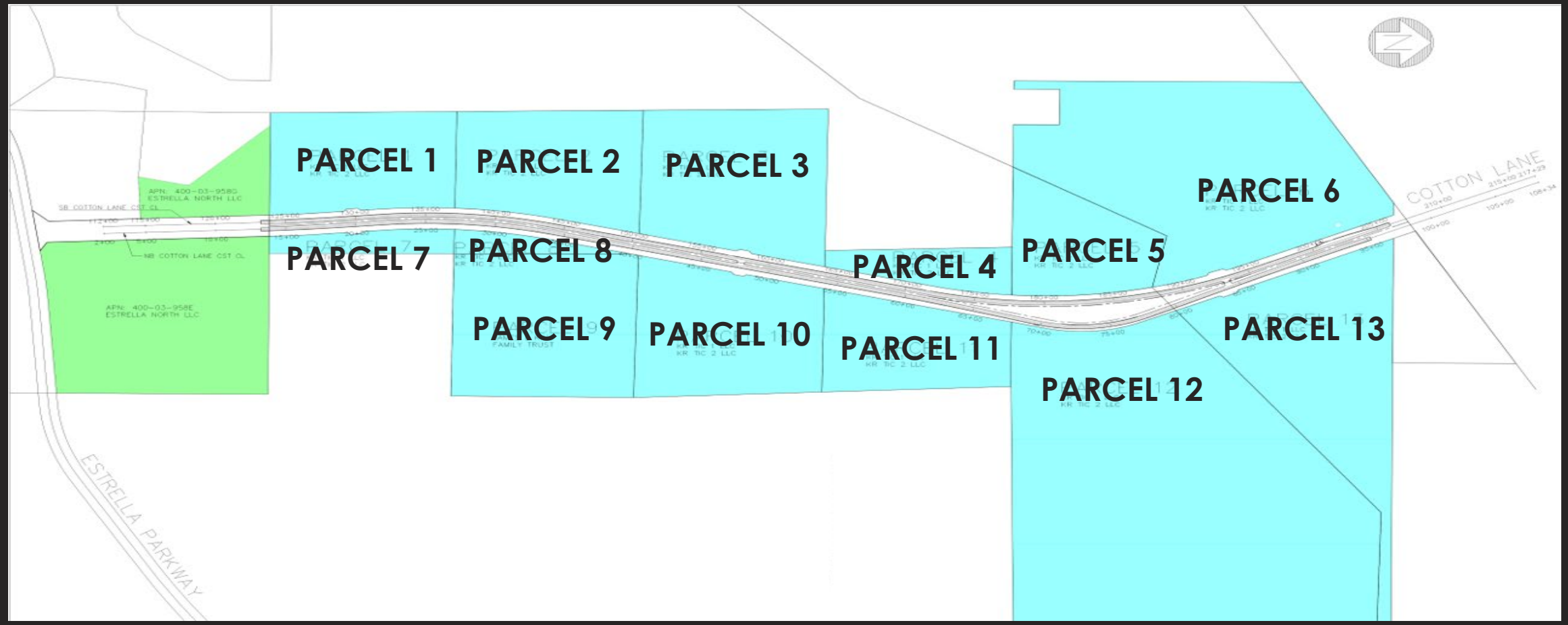
Scalloped Street - Two Lanes Reduced to Single Lane Southbound from Cotton Lane Bridge

CIP #42046 COTTON LANE WIDENING
PROJECT SCOPE

- 2 Additional Lanes
- 4 Continuous Traffic Lanes
- Project Improvements
- Utility Relocations

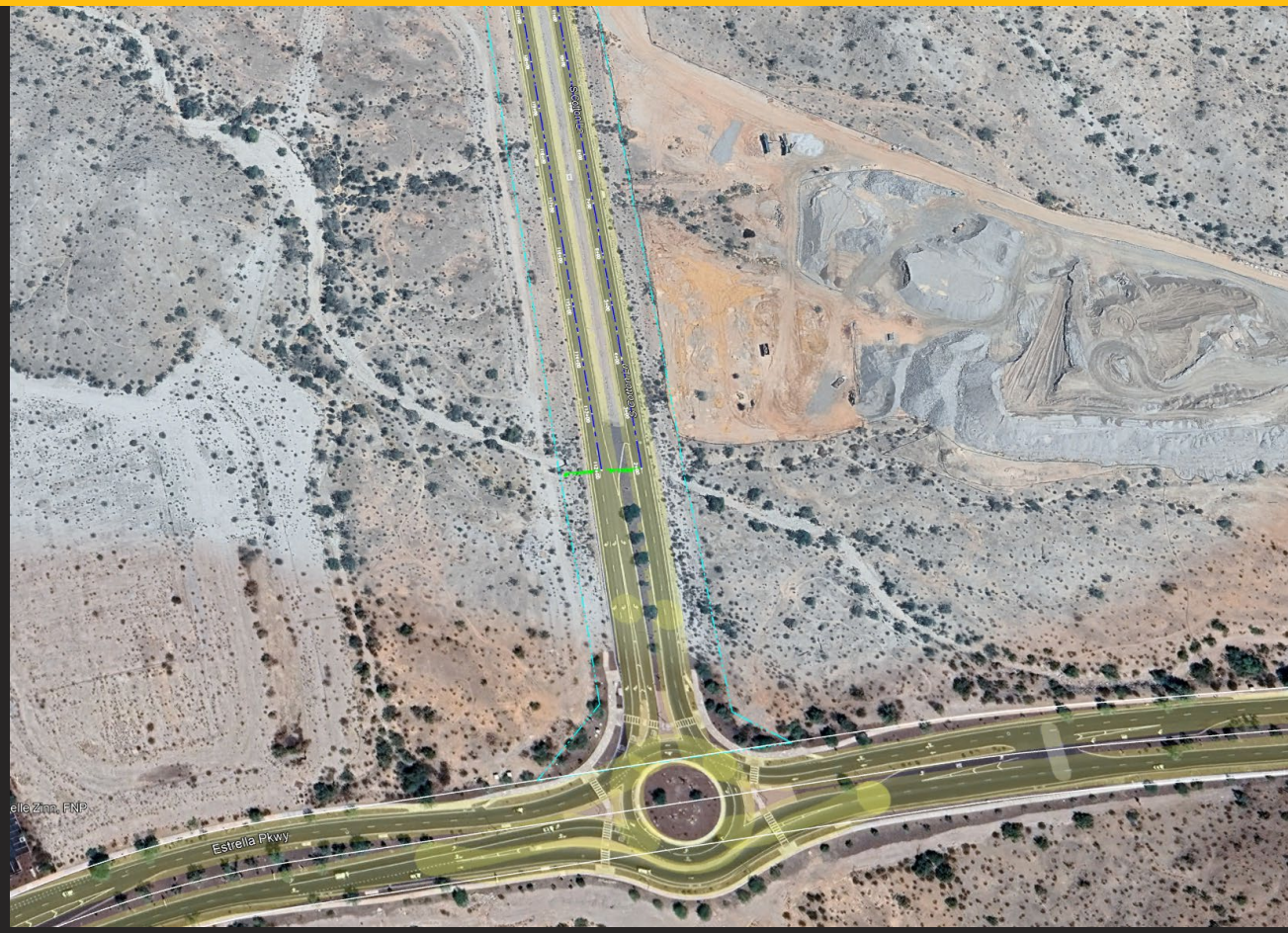


CIP #42046 COTTON LANE WIDENING
PROJECT SCOPE – Impacted Properties



CIP #42046 COTTON LANE WIDENING
COST RECOVERY PROCESS

- [x] Plan Development
- [x] Property Owner Collaboration
- [x] Plan Review and Approval
- [ ] Cost Recovery to Council for Consideration
- [ ] Construction
- [ ] Actual Costs Updated

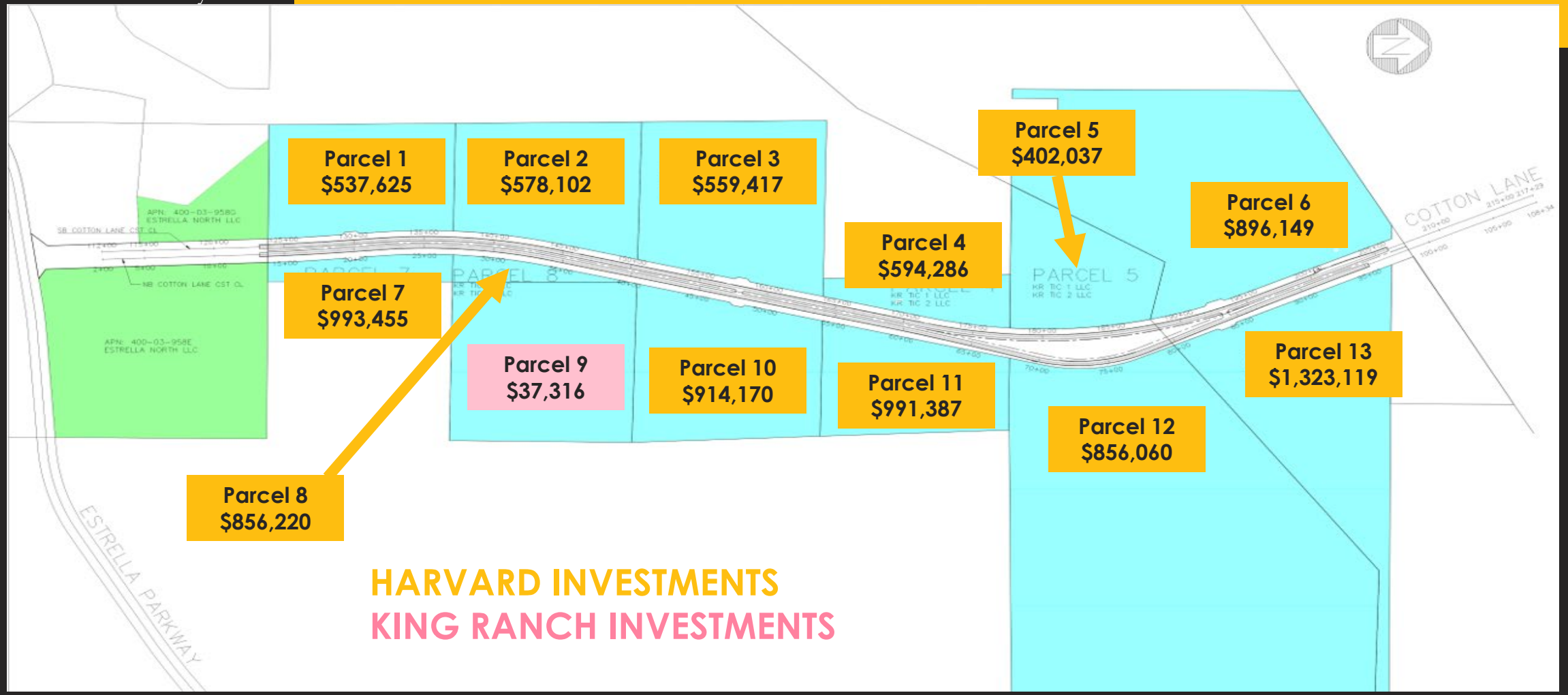


CIP #42046 COTTON LANE WIDENING
COST RECOVERY PROCESS

Property Owner Collaboration



CIP #42046 COTTON LANE WIDENING
COST RECOVERY PROCESS – Cost Allocation



CIP #42046 COTTON LANE WIDENING
STAFF RECOMMENDATION

Establish a special public improvement project area and authorize cost recovery for CIP Project #42046 Cotton Lane Widening

ITEM #: 13.
DATE: 06/22/2026
AI #:3325

CITY COUNCIL ACTION REPORT

SUBJECT: ORDINANCE TO REZONE APPROXIMATELY 156 ACRES FROM 1ST AMENDED PAD TO 2ND AMENDED PAD

STAFF PRESENTER(S): Justin Gabrielson, Senior Planner

SUMMARY

This is a Public Hearing to request a rezone of approximately 156 acres located at the Southeast corner of West Yuma Road and South Estrella Parkway from 1st Amended PAD to 2nd Amended PAD to allow residential land uses on certain areas of the property, which is in conformance with the city's General Plan.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Adopt Ordinance No. 2026-1651 conditionally rezoning approximately 156 acres of property located at the southeast corner of Estrella Parkway and Yuma Road from Fulton Homes at Ballpark Village 1st Amended Planned Area Development to Fulton Homes at Ballpark Village 2nd Amended Planned Area Development. (Justin Gabrielson, Senior Planner)

STIPULATIONS

The complete list of stipulations is contained within Ordinance No. 2026-1651, included as Attachment A.

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any

areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

On June 10, 2026, the Planning and Zoning (P&Z) Commission held a public hearing for this item. After the staff presentation, the applicant introduced themselves to the commission and did not provide a formal presentation. The P&Z Commission voted 6-0 to recommend approval, subject to the proposed stipulations which are reflected in the Ordinance.

A Public Hearing notice for the Council Meeting was published in the Arizona Business Gazette - Republic Edition on May 21, 2026, at least 15 days prior to the meeting. Postcards were mailed to 99 adjoining owners, located within five hundred (500) feet of the Property on May 13, 2026, and signs were posted/updated on the site on May 15, 2026.

Details regarding the rezone application are included as Attachments B through E.

Additional details regarding the previous actions are provided in the P&Z Commission Staff Report, included in Attachment F.

STAFF ANALYSIS

Staff recommends that the Council adopt the Ordinance No. 2026-1651, consistent with the P&Z Commission's recommendation.

Attachments

Attachment A - Ordinance No. 2026-1651 with Exhibits

Attachment B - Aerial Exhibit

Attachment C - Narrative

Attachment D - Details of Request

Attachment E - Evaluation Criteria

Attachment F - P&Z Staff Report

Staff Presentation

ORDINANCE NO. 2026-1651

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 156 ACRES OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF ESTRELLA PARKWAY AND YUMA ROAD FROM FULTON HOMES AT BALLPARK VILLAGE 1ST AMENDED PLANNED AREA DEVELOPMENT TO FULTON HOMES AT BALLPARK VILLAGE 2ND AMENDED PLANNED AREA DEVELOPMENT.

WHEREAS, the property subject to this Ordinance consists of approximately 156 acres and is located at the southeast corner of Estrella Parkway and Yuma Road (the "Property");

WHEREAS, approximately 121 acres of the Property was zoned Planned Area Development (PAD) with an underlying land use of commercial and industrial pursuant to Ordinance No. 06-1054 adopting the City Center Airpark Planned Area Development (PAD);

WHEREAS, approximately 35 acres of the Property was zoned Planned Area Development with an underlying land use of Business Park and Retail pursuant to Ordinance No. 08-1119 adopting the Goodyear City Center Southeast District Final PAD;

WHEREAS, Resolution No. 2021-2198 amended the land use designation for the 35-acre portion of the Property in the Goodyear 2025 General Plan to Neighborhoods;

WHEREAS, Resolution No. 2022-2228 amended the land use designation in the Goodyear 2025 General Plan for the 121-acre portion of the Property from Business and Commerce to Neighborhoods;

WHEREAS, the land use designation for the Property within the City of Goodyear General Plan 2035 is Neighborhoods;

WHEREAS, the Property was conditionally rezoned from PAD to PAD on April 18, 2022, through Ordinance No. 2022-1535, which conditionally approved the Fulton Homes at Ballpark Village PAD to allow for a 156-acre master planned single-family residential planned community;

WHEREAS, the Property was subsequently conditionally rezoned from PAD to PAD on January 23, 2023, through Ordinance No. 2023-1567, which conditionally approved the Fulton Homes at Ballpark Village First Amended PAD;

WHEREAS, this request is to rezone the Property to the PAD Zoning District and adopt the "Fulton Homes at Ballpark Village 2nd Amended Planned Area Development (March 2026)";

WHEREAS, city staff finds that the proposed rezoning will not adversely impact the surrounding area as the proposed land uses will allow for the orderly growth and development of a single-family master planned community;

WHEREAS, an in-person Neighborhood Meeting was conducted for this proposal and Notice of the Neighborhood Meeting was provided to 99 property owners within 500 feet of the property on Mach 23, 2026 and signs advertising the Neighborhood Meeting were posted to the site on March 20, 2026;

WHEREAS, the neighborhood meeting took place, in-person, on April 7, 2026;

WHEREAS, public notice that this rezoning was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on June 10, 2026 and City Council on June 22, 2026, appeared in the Arizona Business Gazette - Republic Edition on May 21, 2026; postcards were mailed to 99 adjoining owners on May 13, 2026 and signs on the site were updated on May 15, 2026 to notify residents of the scheduled public hearings;

WHEREAS, a public hearing was held before the Planning and Zoning Commission on June 10, 2026, and at that meeting the Commission voted (6-0) to recommend approval of the proposed rezoning;

WHEREAS, a public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on April 18, 2022 appeared in the Arizona Republic Southwest Valley Edition March 18, 2022 and again on April 1, 2022; postcards were mailed to 99 adjoining owners on March 15, 2022 and again on March 23, 2022; and signs on the site were updated on March 21, 2022 to notify residents of the scheduled public hearing; and

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona find the adoption of this Ordinance to be in the best interests of the public interest, health, comfort, convenience, safety, and general welfare of the citizens of the City.

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

SECTION 1. ADOPTION OF FINDINGS

The above recitals set forth above are true and correct and incorporated herein by this reference as if fully set forth herein.

SECTION 2. DECLARATION OF PUBLIC RECORDS

That certain document titled “Official Supplementary Zoning Map No. 25-273”, a copy of which is attached hereto as Exhibit A, is hereby declared a public record and incorporated herein by this reference.

That certain document titled “Legal Description”, a copy of which is attached hereto as Exhibit B, is hereby declared a public record and incorporated herein by this reference.

That certain document titled “Fulton Homes at Ballpark Village 2nd Amended Planned Area Development” (dated March 2026), a copy of which is attached hereto as Exhibit C, is hereby declared a public record and incorporated herein by this reference.

Either three paper copies or one paper copy and one electronic copy maintained in compliance with section A.R.S. 44-7041 of each of the aforementioned documents being declared public records herein are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

SECTION 3. DESCRIPTION OF PROPERTY BEING REZONED

This Ordinance No. 2026-1651 applies to approximately 156 acres located at the southeast corner of Estrella Parkway and Yuma and legally described in that certain document titled “Legal Description,”, attached hereto as Exhibit B (the “Property”) which is declared a public record herein by Section 2 of this Ordinance.

SECTION 4. REZONING

The Property is conditionally rezoned from Planned Area Development (PAD) (Fulton Homes at Ballpark Village 1st Amended) to PAD (Fulton Homes at Ballpark Village 2nd Amended Planned Area Development) attached hereto as Exhibit C, which is declared a public record herein by Section 2 of this Ordinance.

Section 5. STIPULATIONS

The rezoning of the Property is subject to the following stipulations and conditions:

1. Except as modified by the following stipulations and conditions of approval set forth herein, development of the Property shall be in compliance with the Fulton Homes at Ballpark Village 2nd Amended PAD; and

2. Alternatives to the various requirements in Section V (Additional Design Requirements) of the Fulton Homes at Ballpark Village 2nd Amended PAD (the required Amenity Elements, the Connectivity Elements, and the Streetscape Elements collectively referred to as the “Additional Design Elements”) may be provided upon the approval of the Development Services Director or designee upon his/her determination that such alternative provides an equal or greater level of quality and functionality as the Design Element being modified; and

3. All Public Sales Reports for the Property, all final plats and minor land divisions subdividing all or part of the Property, and all rental agreements for the rental of any unit within the Property shall include the following disclosures:
   a. The Property is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; and
   b. The Property is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at or taking off from Luke Air Force Base and or the Phoenix-Goodyear Airport; and
   c. The Property is subject to noise, cheering, paddles or bats making contact with balls, bouncing balls, splashes, fireworks and other loud noises commonly associated with recreation centers, parks, ballpark/sports complexes and the like; and

d. The Property is subject to loud noises commonly associated with water campuses, well sites and other Public Facilities Districts and the like; and
e. Public roadways adjacent to the Property are subject to road closures and community events on adjacent public rights-of-way and open spaces.
f. The Property is within close proximity of land intended for multi-story and high-density buildings which may include a variety of office, retail, commercial, hotel, multi-family and parking uses.

All final plats and minor land divisions subdividing all or part of the Property shall include notes setting forth the foregoing requirements including the requirements that such disclosures be included within all rental agreements for the rental of any residential units within the Property; and

4. Signage shall be posted within all sales and rental offices identifying the location of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary. This display shall include a 24-inch x 36-inch map at the main entrance of such sales and rental offices and shall include the approximate locations of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary and all of the buildings on the Property; and

5. Except as otherwise provided in a development agreement approved by the City Council in its sole discretion, the portion of the Property where the 1.2-acre Park B1 (Neighborhood Park B1) is to be located shall be included in the first recorded final plat subdividing all or part of the Property and no Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for any residential structures within the Property, except for model homes, until Neighborhood Park B1 including the resident and recreational amenities set forth in the Planned Area Development have been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator; and

6. Except as otherwise provided in a development agreement approved by the City Council in its sole discretion, the portion of the Property where the approximately 4.5-acre Main Park A1 (Main Amenity A1) is to be located, shall be included in the Second recorded final plat. No Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for more than 250 residential structures within the Property, except for model homes, until Main Amenity A1 including the resident and recreational amenities set

forth in the Planned Area Development have been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator; and

7. Except as otherwise provided in a development agreement approved by the City Council in its sole discretion, the portion of the Property where the approximately 1.8-acre Park B2 (Neighborhood Park B2) is to be located, shall be included in the Second recorded final plat. No Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for more than 350 residential structures within the Property, except for model homes, until Neighborhood Park B2 including the resident and recreational amenities set forth in the Planned Area Development have been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator; and

8. Except as otherwise provided in a development agreement approved by the City Council in its sole discretion, the portion of the Property where the approximately .5-acre Park C2 (Neighborhood Park C2) is to be located, shall be included in the Second recorded final plat. No Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for more than 457 residential structures within the Property, except for model homes, until Neighborhood Park C2 including the resident and recreational amenities set forth in the Planned Area Development have been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator; and

9. Except as otherwise provided in a development agreement approved by the City Council in its sole discretion, the portion of the Property where the approximately 2.3-acre Park B3 (Neighborhood Park B3) is to be located, shall be included in the Third recorded final plat. No Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for more than 570 residential structures within the Property, except for model homes, until Neighborhood Park B3 including the resident and recreational amenities set forth in the Planned Area Development have been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator; and

10. Except as otherwise provided in a development agreement approved by the City Council in its sole discretion, the portion of the Property where the approximately 2.5-acre Park C1 (Neighborhood Park C1) is to be located, shall be included in the Third recorded final plat. No Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for more than 683 residential structures within the Property, except for model homes, until Neighborhood Park C1 including the resident and recreational amenities set forth in the Planned Area Development have been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator; and

11. The Ballpark Village Gateway primary monument/mural and adjacent landscaping at the southeast corner of Estrella Parkway and Yuma Road is encouraged to incorporate the theme “Rock and Vegetation” as was envisioned in the original Goodyear City Center Southeast; and

12. The Ballpark Village Gateway monument/mural and adjacent landscaping at the southeast corner of Estrella Parkway and Yuma Road shall be included in the First Recorded Plat and No Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for any residential structures within the Property, except for model homes, until the sign is completed; and

13. Prior to the recordation of the first final plat subdividing all or part of the Property, Owner shall form a Homeowners’ Association (“HOA”) for the Property, with said HOA owning and maintaining all private open space areas; common areas, and all amenities and enhancements described above and in the Fulton Homes at Ballpark Village PAD, except that the HOA shall not own, any of the enhancements or amenities located within right-of-way conveyed to the City of Goodyear in fee, but shall be responsible for maintaining such amenities and enhancements. With respect to the paths and trails the HOA is responsible for maintaining, the HOA shall ensure that they are cleared, visible, and safely accessible to all users. The HOA shall also be responsible for maintaining all landscaping within street right-of-way within or abutting the Property except for landscaping within medians located within any arterial street. A note shall be placed on each final plat indicating HOA ownership and/or maintenance responsibilities of these private tracts and public rights-of-way landscaping; and

14. Mid-block pedestrian connections, between two residential lots, are permitted within the development. The minimum width of a mid-block pedestrian connection shall be 15 feet and shall be

completely landscaped. The minimum width of the paved path, within this mid-block pedestrian connection, shall be 5 feet and shall have a minimum of 3 feet of landscaping between the path and any residential structure or privacy yard wall. The 15-foot-wide minimum width of for the mid-block pedestrian connection may be formed through a combination of Tract(s), Common Space Easement(s) (CSE), and/or similar means as shall be determined by the Zoning Administrator and or his/her designee. The mid-block pedestrian connection, including the 15-foot-wide landscaped area, shall be maintained by the HOA; and

15. Any modifications to existing private irrigation facilities as a result of this development shall be coordinated with the appropriate Irrigation District/private owner; and

16. Owner shall submit to the City for review and approval and subsequently to FEMA for review and approval, a Conditional Letter of Map Revision (CLOMR) study prior to issuance of the first construction permit for the development of any part of the Property within the Flood Plain. A CLOMR shall be submitted to and approved by the City Engineer or his/her designee prior to issuance of any construction permits within the floodplain, unless a CLOMR is not required as determined by the City Engineer or his/her designee; and

17. Owner shall, at no cost to the city, design and construct full half-street improvements for south-half of the section of W. Yuma Road along or adjacent to the frontage of the Property required for a Scenic Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for the construction of ½ the median and ½ median landscaping, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Yuma Road Improvements"). If the Yuma Road Improvements have been completed or are being completed by the others when development occurs on the Property, Owner shall, remit a reimbursement payment for the costs incurred in the design and construction of the Yuma Road Improvements or the City Engineer's estimated costs of the Yuma Road Improvements if not completed (the "Yuma Road Cost Recovery Payment"). If owed, the Yuma Road Cost Recovery Payment shall be paid prior to or concurrent with the recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for any work on the Property, whichever is earlier. Otherwise, the Yuma Road Improvements shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property unless modified by a written phasing plan approved by the City

Engineer or his/her designee or by a development agreement approved by the City Council; and

18. Upon the request of the City Engineer or his/her designee, Owner shall construct a full median with full median landscaping within the section of W. Yuma Road along or adjacent to the frontage of the Property subject to the City's agreement to reimburse Owner for 50% of the cost of constructing the full median with full median landscaping. The reimbursements provided for herein are subject to compliance with the requirements of title 34 of the Arizona Revised Statutes governing the use of public funds for the construction or payment of public infrastructure. Unless Owner constructs the full median with full median landscaping as provided herein, Owner shall remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of W. Yuma Road along or adjacent to the frontage of the Property. The in-lieu payment for the median and landscaping shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the improvements as determined by the City Engineer or designee. The in-lieu payments referred to herein shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier; and

19. Owner shall, at no cost to the city, design and construct full half-street improvements for north-half of the section of W. Lower Buckeye Parkway along or adjacent to the frontage of the Property required for a Minor Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for the construction of ½ the median and ½ median landscaping, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Lower Buckeye Improvements"). If the Lower Buckeye Improvements have been completed or are being completed by others when development occurs on the Property, Owner shall, remit a cost recovery reimbursement payment for the costs incurred in the design and construction of the Lower Buckeye Improvements or the City Engineer's estimated costs of the Lower Buckeye Improvements if not completed (the "Lower Buckeye Cost Recovery Payment"). If owed, the Lower Buckeye Cost Recovery Payment shall be paid prior to or concurrent with the recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for any work on the Property, whichever is earlier. Otherwise, the Lower Buckeye Improvements shall be completed prior to the issuance of any Certificate of Completion,

Temporary Certificate of Completion or Certificate of Completion for any structure within the Property unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council; and

20. Upon the request of the City Engineer or his/her designee, Owner shall construct a full median with full median landscaping within the section of W. Lower Buckeye Road along or adjacent to the frontage of the Property subject to the City's agreement to reimburse Owner for 50% of the cost of constructing the full median with full median landscaping. The reimbursements provided for herein are subject to compliance with the requirements of title 34 of the Arizona Revised Statutes governing the use of public funds for the construction or payment of public infrastructure. Unless Owner constructs the full median with full median landscaping as provided herein, Owner shall remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of W. Lower Buckeye Parkway along or adjacent to the frontage of the Property. The in-lieu payment for the median and landscaping shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the improvements as determined by the City Engineer or designee. The in-lieu payments referred to herein shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier; and

21. Owner shall design and construct full half-street improvements required for a modified Major Arterial Road for the west half of S. Bullard Avenue within the existing S. Bullard Avenue alignment along the frontage of the Property as determined by the City Engineer or his/her designee and which may include but are not limited to: paving consisting of a minimum 5.5-foot bike lane and two 12-foot travel lanes; curb and gutter;, sidewalks, which may vary in size if a transition from a bike lane is required, street frontage landscape and landscape irrigation; and street lighting (the "Bullard Avenue Improvements"); and

22. Owner shall remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of S. Bullard Avenue along or adjacent to the frontage of the Property. The in-lieu payment for the median and landscaping shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the improvements as determined by the City Engineer or

designee. The in-lieu payments referred to herein shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier; and

23. Owner shall design and construct sidewalk improvements along the west half of S. Bullard Avenue along the frontage of the Property and within the existing S. Bullard Avenue right-of-way to the north of the Property (approximately 60 feet) to connect to the existing sidewalk; and

24. Except as otherwise provided in these stipulations or pursuant to the terms of a development agreement with the City, Owner is responsible for a proportionate share of the costs of full traffic signals at the intersections identified below. Owner shall make an in-lieu payment for the cost of traffic signal infrastructure at intersections adjacent to the Property. The in-lieu payment shall be made prior to the recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any construction permits for work within the Property, whichever is earlier, unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council. The in-lieu payment shall be based on the actual cost of the traffic signal if it has been constructed or if the payment is required before the signal is constructed it shall be based on the estimated cost of the traffic signal as determined by the City Engineer or designee. The Property Owner's traffic signal obligations include, but may not be limited to:

    a. One third (1/3) of the cost of the full traffic signal (three legs) at W. Lower Buckeye Parkway and S. Bullard Avenue.
    b. 50% of the cost of the full traffic signal (four legs) at W. Yuma Road and S. Goodyear Boulevard East.
    c. 25% of a full traffic signal (four legs) at W. Lower Buckeye Parkway and S. Wood Boulevard.

25. If any of the traffic signals identified above are identified in a Traffic Impact Analysis approved by the City Engineer as being warranted by the development of the Property, then upon the request of the City Engineer or his/her designee, Owner shall construct such full traffic signal(s) subject to reimbursement by the city for the proportionate share of the cost of the signal for which others are responsible (i.e. 2/3 the cost of the signal at W. Lower Buckeye Parkway and S. Bullard Avenue; and 3/4 of the cost of the full traffic signals at the intersection of W. Lower Buckeye Parkway and S. Wood Boulevard and 1/2 of the cost of the intersection of W. Yuma Road and S. Goodyear Boulevard East). The reimbursements provided for herein are subject to compliance with the requirements of title 34 of the Arizona

Revised Statutes governing the use of public funds for the construction or payment of public infrastructure; and

26. The Traffic Impact Analysis submitted with the application for rezoning is not approved. An updated Traffic Impact Analysis that complies with all of the requirements in the Engineering Design Standards and Policies Manual shall be submitted with the first preliminary plat and/or site plan submitted for the development of the Property and approved by the City Engineer or his/her designee. The Traffic Impact Analysis shall identify all infrastructure required to accommodate the additional trips generated by the development of Property as rezoned, and the location of all access points from the public right-of-way to the Property, all of which shall comply with all applicable regulations including the requirements in the Engineering Design Standards and Policies Manual; and

27. In addition to being responsible for a proportionate share of the cost of the full traffic signal at the intersection(s) identified above, Owner is also responsible for a proportionate share of the costs of additional traffic signals identified in an approved Traffic Impact Analysis/Study as being needed. If an updated Traffic Impact Analysis/Study reflects the need for any additional traffic signal at any intersection adjacent to the Property, Owner shall, at no cost to the City, convey, in fee, lien free, and free of any easements or encumbrances unless specifically agreed to by the City, any additional right-of-way needed for the construction of the portion of the traffic signal that will be located on the Property. In addition, Owner shall make an in-lieu payment to the City towards the cost of the signal. Except as provided herein, the in-lieu payment will be 25% of the cost of a full traffic signal for each corner of the intersection adjacent to the Property. For example, if a traffic signal is required at an intersection were two of the four corners of the intersection are adjacent to the Property, Owner would be responsible for 50% of the cost of a full traffic signal. The in-lieu payment shall be calculated based on the actual cost of the traffic signal if it has been constructed or, if the payment is made before the traffic signal has been completed, upon an engineer's estimate of the probable cost of the signal approved by the City Engineer or his designee traffic signal. The dedication(s) and in-lieu payment(s) required herein shall be made at the earlier of the following: (i) before the issuance of any engineering permit for any of the work reflected in a site plan, Minor Land Division ("MLD"), or final plat that includes, is adjacent to, or requires connection to the intersection where the traffic signal is needed; or (ii) before the recordation of any final plat or MLD that includes, is adjacent, or requires connection to the intersection where the traffic signal is needed; and

28. Owner shall relocate or replace existing traffic signal

improvements (the existing pole and mast arm) to their ultimate locations at the southeast corner of the intersection of S. Estrella Parkway and W. Yuma Road and any necessary modifications to mast arm, pedestrian push button poles, ADA ramps, or other improvements impacted by widening of W. Yuma Road and S. Estrella Parkway to their ultimate configurations.

29. Unless Owner constructs a bridge or culvert over Bullard Wash on W. Yuma Road pursuant to the terms of a development agreement with the City, Owner shall pay an in-lieu payment representing 25% of the full cost of the Yuma Road Bridge. The in-lieu payment required herein shall be paid prior to the issuance of the first civil construction permit for any work within the Property. The in-lieu payment shall be based on the actual cost of the Yuma Road Bridge if it has been constructed by others, or if the payment is required before the Yuma Road Bridge has been constructed, it shall be based on the estimated cost of the Yuma Road Bridge as determined by the City Engineer or designee. Yuma Road Bridge is defined as a bridge or a culvert crossing over Bullard Wash on Yuma Road that can convey up to the 100-year peak flow under Yuma Road, that is designed to meet the minimum City standards applicable to such structures and the drainage standards in effect at the time of development; and

30. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply with the Goodyear Zoning Ordinance, the City of Goodyear subdivision regulations, the City of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments standards for public works construction, all Building Codes and Regulations adopted by the City of Goodyear, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property; and

31. Owner shall dedicate, at no cost to the city, all rights-of-way and/or easements within the boundaries of the Property that are: (i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the Property; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies; (iii) required for the construction of improvements for which Owner is responsible for making in-lieu payments; (iv) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (v) required for the construction of the

infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies. The rights-of-way to be dedicated shall be dedicated in fee and all rights-of-ways and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. Unless the timing of the required dedications is modified by any stipulation in this ordinance, the terms of a written development agreement approved by the Council or a written phasing plan approved by the City Engineer or his designee, all dedications shall be made prior to or concurrent with recordation of a final plat or approval of a site plan that includes the area in which the dedicated property is located or when requested by the City Engineer or his/her designee, whichever is earlier; and

32. If any of the infrastructure improvements Owner is required to design and construct pursuant to the terms of this Ordinance have been constructed or is to be constructed by others, Owner shall remit a payment to the city in the amount of the actual costs incurred in the design and construction such infrastructure improvements if completed or, if not completed, the payment shall be in the amount of an engineer's estimate of the costs as approved by the Goodyear City Engineer or his/her designee. The payment requirement herein shall be paid prior to or concurrent with the recordation of a final plat triggering Owner's obligation to design and construct the infrastructure improvements.

Section 6. AMENDMENT OF ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in Section 4 of this Ordinance by the adoption of that certain document titled, "Official Supplementary Zoning Map No. 25-273, attached hereto as Exhibit A, which is declared a public record herein by Section 2 of this Ordinance; and such amendment to the Zoning Map shall be filed with the City Clerk in the same manner as the Zoning Map of the city of Goodyear.

Section 7. ABRIDGMENT OF OTHER LAWS

Except where expressly provided, nothing contained herein shall be construed to be an abridgement of any other ordinance, regulation, or requirement of the city of Goodyear.

Section 8. CORRECTIONS

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

Section 9. SEVERABILITY

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

Section 10. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law. The provisions of the city of Goodyear Zoning Ordinance being amended by this Ordinance shall remain in full force and effect until the effective date of this Ordinance.

Section 11. PENALTIES

Any person who violates any provision of this Ordinance shall be subject to penalties set forth in Section 1-2-3 of the city of Goodyear Zoning Ordinance as it may be amended from time to time and which currently provides:

Section 1-2-3 Violations and Penalties

A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, building, structure, sign, landscaped area, parking lot or fence, or to permit the use of any lot or land contrary to, or in violation of any provisions of this Ordinance, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land use that is specifically prohibited by this Ordinance or is unspecified and not classified by the Zoning Administrator is prohibited in any district.

B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (Person). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.

C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.

D. Penalty. Any Person who violates any of the provisions of this Ordinance and any amendments there to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:

1. Subject to civil sanctions of not less than one hundred dollars ($100) nor more than one thousand dollars ($1,000) per offense; or

Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars ($2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the city of Goodyear Municipal Court for violations hereunder.

Section 12. RECORDATION

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

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 22nd day of June, 2026.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

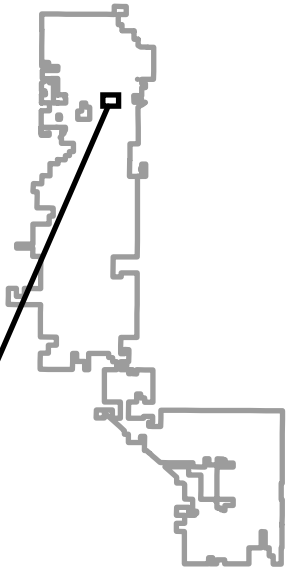
_____
Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 25-273

AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO.2026-1651, PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS 22ND DAY OF JUNE, 2026.

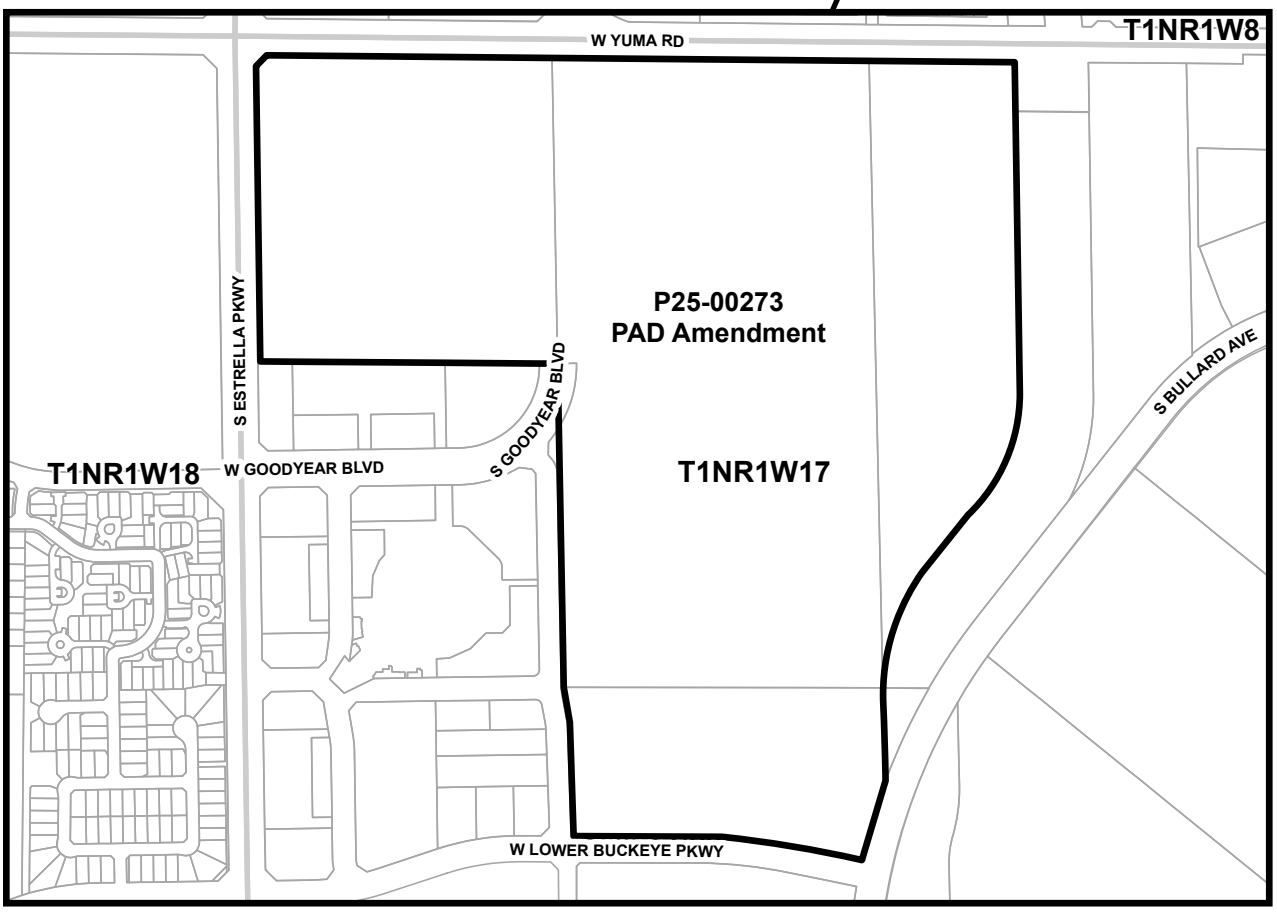
_____
MAYOR

_____
CITY CLERK



SUBJECT PROPERTY:

A Portion Of Section 17 Township 1 North Range 1 West Of The Gila And Salt River Meridian Maricopa County Arizona



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT		DATE:
A	REZONE FROM PAD TO PAD Amendment P25-00273	MARCH 2026

LEGAL DESCRIPTION
FULTON HOMES BALLPARK VILLAGE
ZONING

JOB NO. 25-0188 DECEMBER 2, 2025

A PORTION OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN A HAND HOLE AT THE WEST QUARTER CORNER OF SAID SECTION 17, FROM WHICH A BRASS CAP IN A HAND HOLE AT THE NORTHWEST CORNER OF SAID SECTION 17, BEARS NORTH 0 DEGREES 50 MINUTES 40 SECONDS WEST, 2649.74 FEET (BASIS OF BEARING);

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, NORTH 0 DEGREES 50 MINUTES 40 SECONDS WEST, 1323.01 FEET;

THENCE DEPARTING FROM SAID WEST LINE, NORTH 89 DEGREES 09 MINUTES 20 SECONDS EAST, 85.00 FEET TO THE **POINT OF BEGINNING**;

THENCE ALONG THE EAST LINE OF THE WEST 85.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 17, NORTH 0 DEGREES 50 MINUTES 40 SECONDS WEST, 1204.63 FEET;

THENCE DEPARTING FROM SAID EAST LINE, NORTH 44 DEGREES 51 MINUTES 23 SECONDS EAST, 62.86 FEET;

THENCE ALONG THE SOUTH LINE OF THE NORTH 75.00 FEET OF SAID NORTHWEST QUARTER, SOUTH 89 DEGREES 26 MINUTES 33 SECONDS EAST, 2457.84 FEET;

THENCE ALONG THE SOUTH LINE OF THE NORTH 75.00 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 17, SOUTH 89 DEGREES 26 MINUTES 27 SECONDS EAST, 593.65 FEET;

THENCE DEPARTING FROM SAID SOUTH LINE, SOUTH 00 DEGREES 56 MINUTES 01 SECONDS EAST, 1361.87 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 629.22 FEET;

THENCE SOUTHWESTERLY 428.93 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 39 DEGREES 03 MINUTES 27 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 39 DEGREES 03 MINUTES 21 SECONDS WEST, 347.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 50 DEGREES 59 MINUTES 30 SECONDS EAST, 883.02 FEET;

THENCE SOUTHWESTERLY 629.69 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 40 DEGREES 51 MINUTES 29 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 01 DEGREES 18 MINUTES 08 SECONDS EAST, 316.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 69 DEGREES 41 MINUTES 24 SECONDS EAST, 2609.79 FEET;

THENCE SOUTHWESTERLY 341.93 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 7 DEGREES 30 MINUTES 24 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 78 DEGREES 26 MINUTES 45 SECONDS WEST, 284.69 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 2055.00 FEET;

THENCE NORTHWESTERLY 405.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11 DEGREES 18 MINUTES 12 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 89 DEGREES 44 MINUTES 53 SECONDS WEST, 488.21 FEET;

THENCE NORTH 02 DEGREES 14 MINUTES 37 SECONDS WEST, 464.05 FEET;

THENCE NORTH 10 DEGREES 48 MINUTES 28 SECONDS WEST, 144.95 FEET;

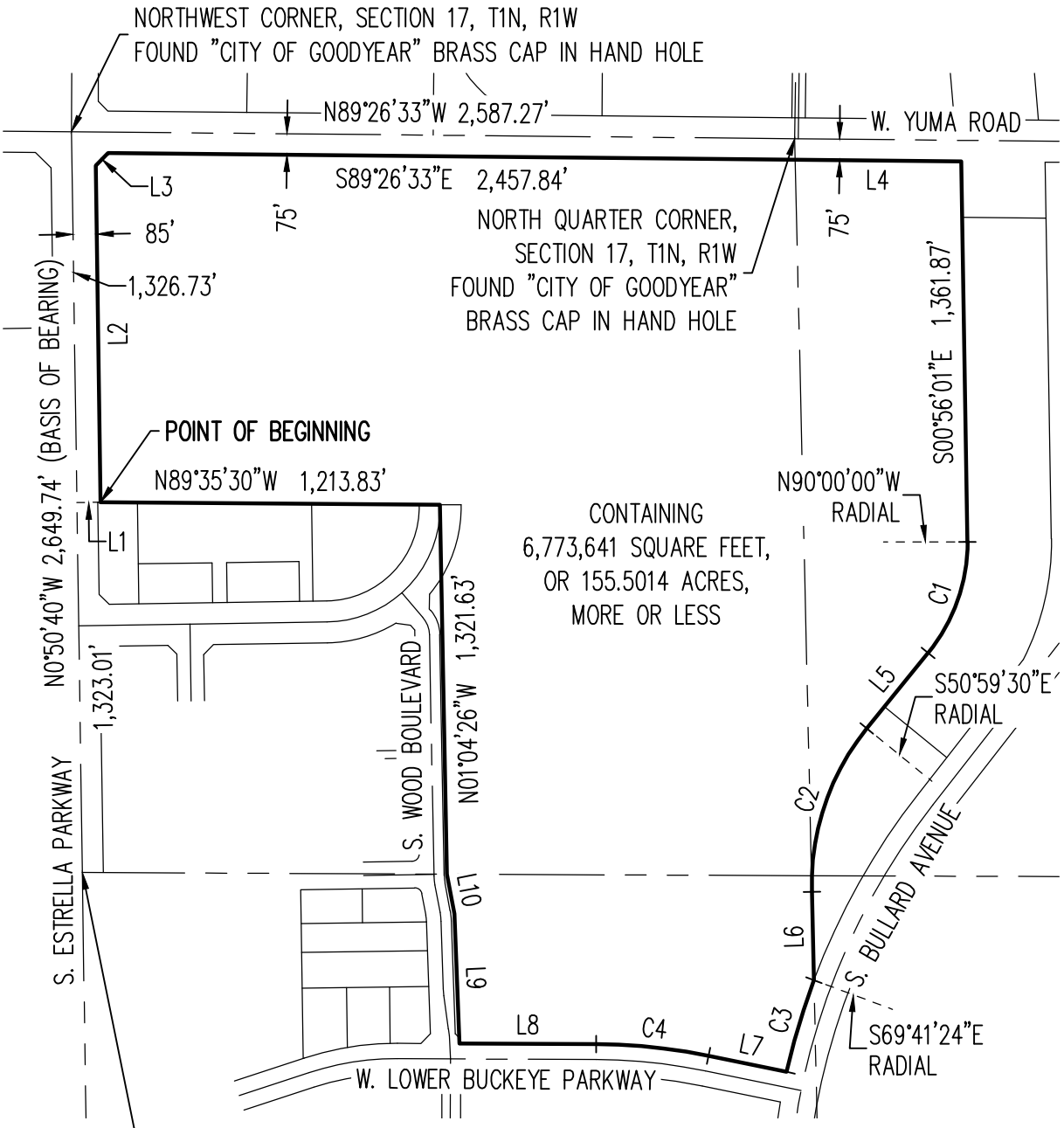
THENCE NORTH 01 DEGREES 04 MINUTES 26 SECONDS WEST, 1321.63 FEET;

THENCE NORTH 89 DEGREES 35 MINUTES 30 SECONDS WEST, 1213.83 FEET TO THE **POINT OF BEGINNING**.

SAID PORTION OF LAND CONTAINING **6,773,641** SQUARE FEET, OR **155.5014** ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHTS-OF-WAYS OF RECORD OR OTHERWISE.

THIS DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE SUBDIVISION REGULATIONS OF THE STATE, COUNTY AND/OR MUNICIPALITY, OR ANY OTHER LAND DIVISION RESTRICTIONS.





REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 12/2/25
ARIZONA, U.S.A.

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agrass

25-0188	Drawn by: A.G.	Reviewed by: R.J.	Sheet Scale: 1" = 600'	Sheet No: 1 of 2

Fulton Homes Ballpark Village
Zoning

Exhibit "A"

EPS GROUP
1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°09'20"E	85.00'
L2	N00°50'40"W	1204.63'
L3	N44°51'23"E	62.86'
L4	S89°26'27"E	593.65'
L5	S39°03'21"W	347.98'

LINE TABLE		
LINE	BEARING	LENGTH
L6	S01°18'08"E	316.14'
L7	N78°26'45"W	284.69'
L8	N89°44'53"W	488.21'
L9	N02°14'37"W	464.05'
L10	N10°48'28"W	144.95'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	428.93'	629.22'	39°03'27"	420.67'	S19°31'44"W
C2	629.69'	883.02'	40°51'29"	616.43'	S18°34'45"W
C3	341.93'	2609.79'	7°30'24"	341.68'	S16°33'24"W
C4	405.42'	2055.00'	11°18'12"	404.76'	N84°05'51"W

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agrass

25-0188

Drawn by: A.G. | Reviewed by: R.J. | Sheet Scale: N.T.S. | Sheet No: 2 of 2

Fulton Homes Ballpark Village
Zoning

Exhibit "A"

EPS GROUP
1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Exhibit C
Fulton Homes at Ballpark
Village 2nd Amended
Planned Area Development
March 2026

I. Introduction

This 2nd Amendment to the Fulton Homes at Ballpark Village Planned Area Development (March 2026) ("PAD") sets forth the allowable land uses, development standards, and regulatory zoning provisions for the development of the real property generally located at the southeast corner of Estrella Parkway and Yuma Road as more particularly described in that certain document titled Legal Description, which document was declared a public record by Resolution 2023-2283 and which is referred to, adopted and made a part hereof as if fully set forth herein (the "Property").

II. Permitted Uses

The Property will be developed with three different underlying land use districts (see **Exhibit 1 – Illustrative Master Plan**). Except as expressly modified in this PAD, the permitted uses in these land use districts shall be those uses allowed in the City's R1-6, R1-6 Reduced and R1-4 Reduced Single Family Residential Zoning Districts as set forth in **Table 1** below and in accordance with Article 3-2 of the Zoning Ordinance. Unless explicitly modified within this PAD, then the Zoning Ordinance prevails.

Table 1 – Permitted Uses

Land Use Districts	Permitted Uses
R60	R1-6
R50	R1-6 Reduced
R45	R1-4 Reduced

III. Development Standards

Development of the Property shall comply with all of the following:

1. Article 1, Article 2, and Article 4 of the City of Goodyear Zoning Ordinance (the "Zoning Ordinance") and other applicable city, state, and federal requirements shall apply to the development of the Property.

2. The following development standards outlined in **Table 2** below, which are based upon those of the City's R1-6, R1-6 Reduced and R1-4 Reduced Single Family Residential Zoning Districts, shall apply to the development within each land use district:

Table 2 – Lot Development Standards by Land Use District

Land Use Districts[4]	R60	R50	R45
Underlying Zoning Districts	**R1-6**	**R1-6 Reduced**	**R1-4 Reduced**
Minimum Lot Area (sf)	7,500	6,000	4,500
Minimum Lot Width (ft.)	60	50	45

Minimum Lot Depth (ft)	125	120	100
Maximum Building Height (ft)	30	30	30
Maximum Building Coverage	60%	60%	60%
Minimum Setbacks			
Front (ft)[1]	10	10	10
Garage (ft)[2]	20	20	20
Side (ft)	5	5	5
Total Sides (ft)	15	10	10
Street Side (ft)[3]	10	10	10
Rear (ft)	20	20	15

[1] Front setback shall be measured from back of sidewalk to covered porches, livable space, and side entry garages.

[2] Front setback shall be measured from the back of sidewalk to face of front facing garage door.

[3] Where a minimum 10-foot-wide landscape tract between the side lot line and back of sidewalk is provided, the typical side setbacks, rather than the Street Side setback applies.

[4] All contiguous single-family residential units shall be developed with the same land use district development standards set forth in Table 2 and each such set of contiguous single-family residential units shall constitute a land use district.

3. A minimum of 10% of the platted lots within the Property shall be R60, a minimum of 30% of the platted lots within the Property shall be R50, and a minimum of 50% of the platted lots within the Property shall be R45.

4. Walls, fencing, and landscaping shall adhere to Article 5 of the Zoning Ordinance, except as expressly modified by this PAD.

5. Parking shall adhere to Article 6 of the Zoning Ordinance except as expressly modified by this PAD.

6. Signs shall adhere to Article 7 of the Zoning Ordinance, except as expressly modified by this PAD.

7. Article 8 (General Provisions) of the Zoning Ordinance shall apply, except as expressly modified by this PAD.

8. Lighting shall adhere to Article 10 of the Zoning Ordinance, except as expressly modified by this PAD.

9. In the event of a conflict between the provisions of this PAD and the Zoning Ordinance, the provisions of this PAD shall prevail.

IV. Open Space

One (1) main park amenity area and five (5) neighborhood parks areas shall be developed within the Property as generally depicted on **Exhibit 1 – Illustrative Master Plan** attached hereto and as more fully described below.

- “Main Park A1” (Main Amenity Area) shall be a minimum of 4.5 acres in size and shall be located near the center of the community in the general location reflected on **Exhibit 1 – Illustrative Mater Plan**. The Main Central Amenity Area shall include an aquatic center, clubhouse facility, sports complex, and an active recreation park. The aquatic center shall feature lap lanes, a kid’s pool area with aquatic play toys, restrooms, and shaded tables/lounge chair seating. The clubhouse facility shall feature a fitness center, indoor kitchen and reception hall, restrooms, and an outdoor kitchen and shaded gathering area. The sports complex shall feature pickle ball courts with shaded seating areas, a full basketball court, a multi-use turf play area, and a gathering ramada. The active recreation park shall feature a shaded tot lot, a gathering ramada (with picnic areas, game tables, ping pong table, BBQ grills, plaza area, etc.), a cornhole area, and a multi-use turf area and shall be generally consistent with **Exhibit 2 – Main Amenity Area** attached hereto.

- ”Neighborhood Park B1” shall be a minimum of 1.2 acres in size and shall be located just southeast of the main entry into the community from Yuma Road in the general location reflected on **Exhibit 1 – Illustrative Master Plan**. Neighborhood Park B1 shall include a half basketball court, an event lawn turf area, a cornhole area, a gathering ramada (with picnic areas, BBQ grills, benches, etc.), and a shaded tot lot and shall be generally consistent with **Exhibit 3 – Neighborhood Park B1** attached hereto.

- “Neighborhood Park B2” shall be a minimum of 1.8 acres in size and shall be located just southwest of the main entry into the community from Yuma Road in the general location reflected on **Exhibit 1 – Illustrative Mater Plan**. Neighborhood Park B2 shall include a shaded tot lot, half basketball court, gathering ramada (with picnic areas, BBQ grills, benches, etc.), and a multi-use turf area and shall be generally consistent with **Exhibit 4 – Neighborhood Park B2**).

- ”Neighborhood Park B3” shall be a minimum of 2.3 acres in size and shall be located just east of the Main Amenity Area in the general location reflected on **Exhibit 1 – Illustrative Master Plan**. Neighborhood Park B3 shall include a full basketball court, a multi-use turf area, a gathering ramada (with picnic areas, benches, etc.), a cornhole area, and a shaded tot lot and shall be generally consistent with **Exhibit 5 – Neighborhood Park B3** attached hereto.

- ”Neighborhood Park C1” shall be a minimum of 2.5 acres in size and shall be located southeast of the Main Amenity Area in the general location reflected on **Exhibit 1 – Illustrative Master Plan**. Neighborhood Park C1 shall include a multi-use turf area, a gathering ramada (with picnic areas, BBQ grills, benches, etc.), and a shaded tot lot and shall be generally consistent with **Exhibit 6 – Neighborhood Park C1** attached hereto.

- ”Neighborhood Park C2” shall be a minimum of 0.5 acres in size and shall be located south of the Main Amenity Area in the general location reflected on **Exhibit 1 – Illustrative Master Plan**. Neighborhood Park C2 shall include a multi-use turf area, a gathering ramada (with picnic areas, BBQ grills, benches, etc.), and a cornhole area and shall be generally consistent with **Exhibit 7 – Neighborhood Park C2** attached hereto.

- Additionally, several passive open space areas shall be located throughout the community and along the perimeter, including larger areas adjacent to the community’s south entrance from Lower Buckeye Parkway and adjacent to the Bullard Wash in order to facilitate access and enjoyment of the wash corridor amenity.

V. Additional Design Requirements

In order to meet the "Reduced" comparable zoning designation and associated development standards for the R50 and R45 Land Use Districts outlined above, the following minimum additional design elements shall be provided. As set forth below, certain of the Streetscape Elements described below will be considered an additional Streetscape Element for each of these Land Use Districts.

Amenity Elements

- Adjacent to Community Amenity – Pedestrian connections to the Bullard Wash shall be provided and shall be in general conformance with the connections depicted on **Exhibit 8 – Pedestrian Connectivity Plan**.

- Additional Amenities – Two (2) structurally covered/shaded seating nodes, with associated trail signage, shall be provided along the Bullard Wash trail adjacent to the Property in general conformance with the locations and details depicted on **Exhibit 8 – Pedestrian Connectivity Plan**.

- Additional Internal Park Elements – The following Additional Internal Park Amenities shall be provided in the six (6) parks that are to be developed within the Property:

    - "Main Park A1" (Main Amenity Area):

        - Aquatic center with lap lanes, and a kid's pool area with aquatic play toys (minimum pool water surface area of 4,500 SF and minimum pool deck area of 10,000 SF)
        - Restrooms
        - Shaded tables/lounge chair seating
        - Clubhouse facility with fitness center
        - Shaded tot lot
        - Gathering ramadas (with picnic areas, game tables, ping pong table, BBQ grills, plaza area, etc.)
        - Pickle ball courts
        - Cornhole area
        - Full basketball court
        - Multi-use turf area

    - "Neighborhood Park B1":

        - Half basketball court
        - Event lawn turf area
        - Cornhole area
        - Gathering ramada (with picnic areas, BBQ grills, benches, etc.)
        - Shaded tot lot

    - "Neighborhood Park B2":

        - Shaded tot lot
        - Half basketball court
        - Gathering ramada (with picnic areas, BBQ grills, benches, etc.)
        - Multi-use turf area

- "Neighborhood Park B3":
    - Full basketball court
    - Multi-use turf area
    - Gathering ramada (with picnic areas, benches, etc.)
    - Cornhole area
    - Shaded tot lot
- "Neighborhood Park C1":
    - Multi-use turf area
    - Gathering ramada (with picnic areas, BBQ grills, benches, etc.)
    - Shaded tot lot
- "Neighborhood Park C2":
    - Multi-use turf area
    - Gathering ramada (with picnic areas, BBQ grills, benches, etc.)
    - Cornhole area

Connectivity Elements

- Limited Subdivision Perimeter Wall – Except as may be modified to comply with applicable development standards and final platting, the design of the walls and fencing installed around the perimeter of the Property shall be consistent with the walls and fencing reflected in **Exhibit 9 - Conceptual Wall Plan** which provides that approximately 55% of the total project perimeter is comprised of partial view wall or full view/drainage fencing:
    - Ballpark Frontage:
        - The lots adjacent to the north and east sides of the existing ballpark shall be developed such that the majority of such lots either front or side to the ballpark and a partial view wall shall be installed along approximately 80% of the perimeter of the Property adjacent to the ballpark.
    - Bullard Wash:
        - The perimeter wall adjacent to the approximately 79% of the perimeter of the Property adjacent to Bullard Wash shall be either partial view wall or full view/drainage fencing.
    - Estrella Parkway:
        - Approximately 25% of the lots adjacent to Estrella Parkway shall be developed so the lots side to this arterial street. Further, a partial view wall shall be constructed along approximately 50% of the frontage along Estrella Parkway.
    - Yuma Road:
        - A partial view wall shall be constructed along a minimum of 22% of the frontage along Yuma Road.

- Trail System Connections – The Property will be developed to provide pedestrian connections to the Bullard Wash and the associated trail system (to be constructed by the City) in general conformance with **Exhibit 8 – Pedestrian Connectivity Plan**.

- Infill Development – The Property is located within the City's "Ballpark Village" Growth Area as identified in the City's General Plan, and its location and numerous pedestrian connections to the exterior/perimeter of the community provide easy and quick access to nearby amenities such as schools, trails (Bullard Wash), and parks.

- Additional Connectivity Elements – A minimum of 11 pedestrian connections to the exterior/perimeter of the community shall be provided as described below and as generally depicted in **Exhibit 8 – Pedestrian Connectivity Plan.** The pedestrian connections required herein may be gated to prohibit "pass-thru" pedestrian traffic from the surrounding property. Pedestrian gates built in tandem with vehicular entries shall count as one (1) pedestrian connection:

    - Arterial Street (Estrella Parkway, Yuma Road, Lower Buckeye Parkway):

        - A minimum of five (5) pedestrian connections from the interior of the community out to the sidewalks along the adjacent arterial streets shall be provided.

    - Bullard Wash:

        - A minimum of four (4) pedestrian connections from the interior of the community out to the wash corridor and associated trail (to be constructed by the City) shall be provided.

    - Wood Boulevard:

        - A minimum of two (2) pedestrian connections from the interior of the community out to Wood Boulevard, including connections to the existing sidewalks stubbed out to the Property, shall be provided.

Streetscape Elements

The specific additional Streetscape Elements required to support the reduced development standards for the R50 and R45 Land Use Districts included within the PAD shall be determined during the development of the Preliminary Plat for the Property. At least two (2) of the following Streetscape Elements shall be incorporated into all areas of the Property developed as the R50 Land Use District and at least four (4) of the following Streetscape Elements shall be incorporated into all areas of the Property developed as the R45 Land Use District. The following Streetscape elements will count as one Streetscape Element for each of these Land Use Districts: (i) the construction of the entry roads and entry monument signs in conformance with the "Additional Streetscape Elements (Enhanced Entry Roads)"; (ii) the construction of the project entry monumentation and the regional Ballpark Village Entry Monumentation as described in "Additional Streetscape Elements (Ballpark Village and Regional Monumentation)"; and (iii) the development of all six (6) internal parks in conformance with the "Additional Streetscape Elements (Amenity Parks lined with Streets)".

- Paving Material – All driveways and sidewalks connecting the driveways to the front entrances of the homes on the R60, R50, and R45 platted lots will be constructed with decorative pavers.

- Additional Streetscape Elements (Ballpark Village and Regional Monumentation) - The project name is "*Fulton Homes at Ballpark Village*" which shall be reflected on all project entry monumentation in general conformance with **Exhibit 10 – Conceptual Entry Monumentation**. Entry monuments shall be installed at both main entrances into the Property (the entrance from Yuma Road and the entrance from Lower Buckeye Parkway). In addition, regional "Ballpark Village" monumentation in general conformance with **Exhibit 11 – Conceptual Regional Monumentation** shall be installed at the southeast corner of Estrella Parkway and Yuma Road and the northwest corner of Lower Buckeye Parkway and Bullard Avenue.

- Additional Streetscape Elements (Amenity Parks Lined with Streets) - The Main Amenity Area ("Main Park A1") and at least 3 of the 5 Neighborhood Parks shall be lined with streets on at least 3 of the 4 sides, thereby creating an enhanced open feel and streetscape around these park areas, as depicted in **Exhibit 1 – Illustrative Master Plan**.

- Additional Streetscape Elements (Enhanced Entry Roads) – The two entrances into the Property (one off of Yuma Road and the other off of Lower Buckeye Parkway) shall include enhanced entry roads with center medians and detached sidewalk parkways, featuring resort-like landscaping as depicted in **Exhibit 10 – Conceptual Entry Monumentation**.

- Additional Streetscape Elements (Pre-Plotted Home Elevations) - Fulton Homes will pre-plot/pre-determine the home elevation on every lot in the community to ensure the same elevations are never adjacent to, or across the street from one another.

- Additional Streetscape Elements – Other streetscape elements not minimally required by any other regulation, ordinance, policy, standard or master plan adopted by the City that meet the stated purpose and provide the same impact to the community as the listed elements may be approved.

VI. Design Guidelines

The required design guidelines for *Fulton Homes at Ballpark Village* shall be in conformance with the requirements of Section 3.1 (General Guidelines for Single-Family Residential) and Section 3.2.A (Specific Single-Family Use Type Guidelines, Single-Family Detached) of the City of Goodyear Design Guidelines Manual, except as modified by the following:

<u>Section 3.1.A.1.b – Site Design: Site Layout</u>

- The development of lots at the end of T-intersections is discouraged. If lots are located at the end of T-intersections, driveways/garages shall be positioned on the side of the lots closest to the T-intersection.

<u>Section 3.1.A.1.g – Site Design: Site Layout</u>

- All corner lots shall be located adjacent to a minimum 10-foot-wide landscape tract.

<u>Section 3.1.A.3.b – Site Design: Access & Circulation</u>

- The main collector road within the Property shall be exempt from the guideline discouraging long, straight local streets, with no traffic calming or stop devices, in excess of 1,320 feet. All local streets within will comply with this guideline. It should be noted however that one (1) traffic

calming “table” will be provided on the main collector road across from Main Park A1, which represents the approximate mid-point of this main collector road through the Property.

Section 3.1.A.3.c – Site Design: Access & Circulation

- The main collector road within the Property shall be exempt from the guideline encouraging traffic calming devices such as roundabouts, landscape islands or medians to reduce the potential speed of traffic where a signal or stop sign is not provided, with the exception of one (1) traffic calming “table” located across from Main Park A1.The Property is gated at both ends of the main collector road, thereby eliminating pass-through traffic that would introduce the potential for speeding.

Section 3.1.A.3.d.v – Site Design: Access & Circulation

- The Property will provide the trail/pathway crossings required by this guideline, but such crossings will not include pavers, colored concrete or stamped concrete. In the event it is determined necessary for safety purposes, such crossings will be striped instead.

Section 3.1.A.5.f – Site Design: Landscaping

- The local streets within the Property will not provide a planter strip with detached sidewalks. However, the main collector road within the Property will provide this in conformance with this guideline.

Sections 3.1.A.6.b & 3.1.A.6.c – Site Design: Perimeter Walls & Fences

- Perimeter walls and fencing shall be installed adjacent to the perimeter of the Property in general conformance with **Exhibit 9 – Conceptual Wall Plan**.

Section 3.1.B.1.d – Architectural & Building Design: Massing & Articulation

- The requirement that two-story single-family residential units have single-story elements closest to the front of the house and/or next to the street does not apply to the development of the Property.

Section 3.2.A.1.a.iv – Single-Family Detached: Standard Plan Guidelines for Multi-Lot Development

- The housing product for the Property will provide three (3) roof material options, but all will be concrete tile in either a smooth flat, textured flat, or barrel/mission style.

Section 3.2.A.3.a. – Single-Family Detached: Massing & Articulation

- All R60, R50 and R45 platted lots shall contain homes with a usable, covered outdoor patio on the rear side of each home. The minimum dimensions will be 100 square feet, with a minimum interior dimension of eight feet (8’).

VII. Walls, Monuments & Signage

The main entrances to the community (one off of Yuma Road and one off of Lower Buckeye Parkway) shall feature large lushly landscaped medians with tree-lined streets and adjacent turf areas and shall

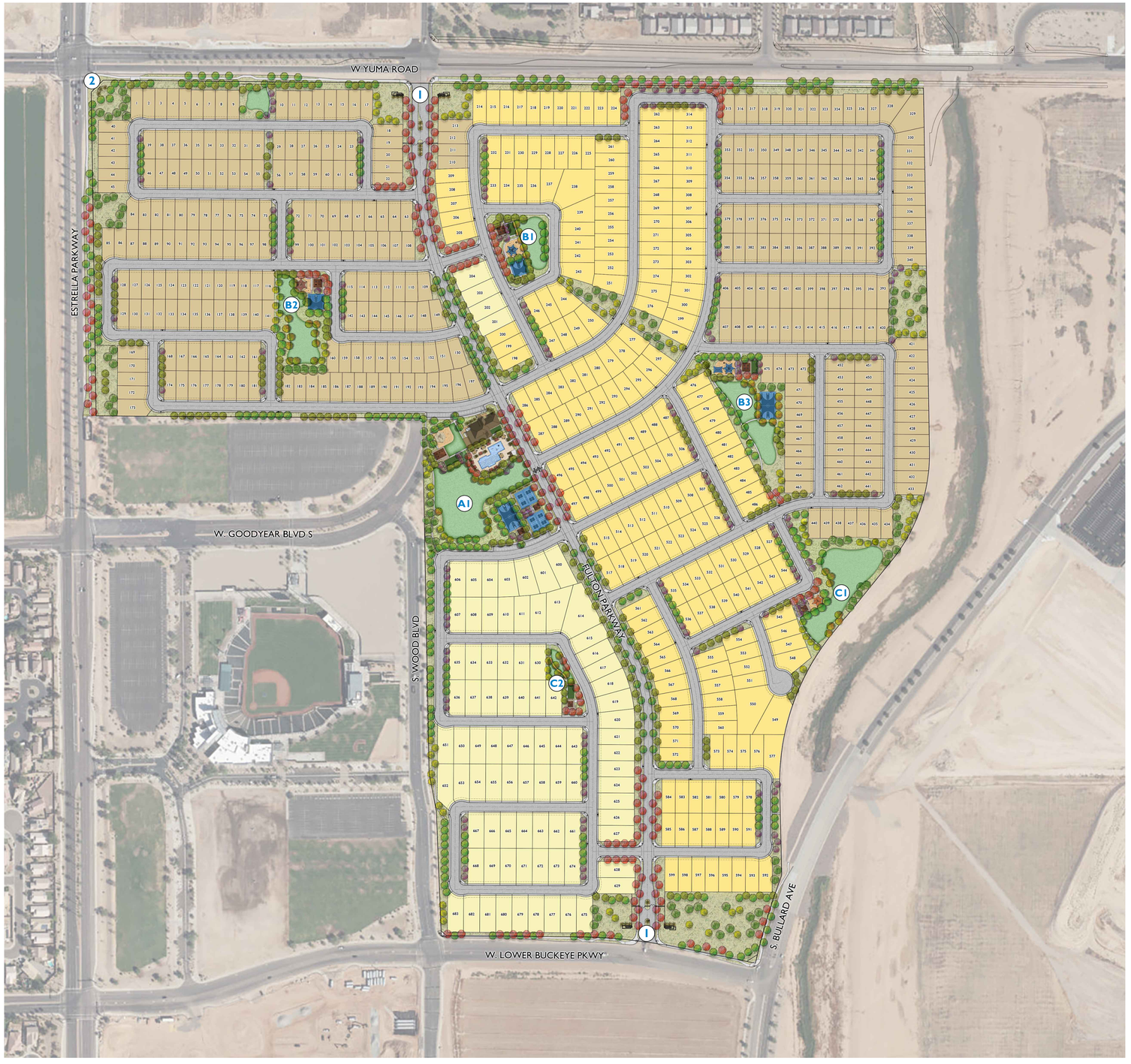
include a primary entry monument with surrounding planters and a complimentary decorative wall (with surrounding planters) on each side of the entrance. If there is a gated entrance, a sign wall may be incorporated into the gated entrance, set further back from the street. The entry monument structures shall not exceed 10' in height and will be comprised of a combination of honed and founders finish CMU block, with brushed nickel metal banding and pre-cast concrete caps. The associated sign walls will feature porcelain tile sign faces with mounted, metal halo-illuminated lettering. All entry monumentation shall be substantially in conformance with the design and location shown on **Exhibit 10 – Conceptual Entry Monumentation**.

Additionally, regional "Ballpark Village" monumentation shall be installed at the southeast corner of Estrella Parkway and Yuma Road and at the northwest corner of Lower Buckeye Parkway and Bullard Avenue. This regional "Ballpark Village" monumentation shall be substantially in conformance with the design and locations shown on **Exhibit 11 – Conceptual Regional Monumentation**).

All additional signage installed within the Property shall be in conformance with the requirements of the Zoning Ordinance.

EXHIBIT 1

Illustrative Master Plan



PROJECT DATA

A.P.N.	500-07-010D, 500-07-011B, 500-07-007G, 500-07-015J
EXISTING GENERAL PLAN:	NEIGHBORHOOD
EXISTING ZONING:	PAD
GROSS AREA:	± 164.92 ACRES
NET AREA:	± 155.50 ACRES
NET DENSITY:	4.4 DU/AC
NO. OF LOTS:	
45' x 105'	362 53%
50' x 120'	233 34%
60' x 130'	88 13%
TOTAL	683 100%
MIN. LOT AREA:	5,055 SQ FT
MAX. LOT AREA:	18,697 SQ FT
OPEN SPACE:	± 35.36 ACRES (22.7% OF NET)

AMENITY LEGEND

MAIN AMENITY

A1 AQUATIC CENTER
- KID'S POOL PLAY AREA
- LAP LANES
- POOL LOUNGE AREA
- RESTROOMS
- SHADED LOUNGE SEATING
- SHADED TABLES AND CHAIRS

CLUBHOUSE
- FITNESS CENTER
- KITCHEN AND RECEPTION HALL
- RESTROOMS
- OUTDOOR KITCHEN
- OUTDOOR SHADED SEATING
- EXPANDED PLAZA

ACTIVE RECREATION
- EVENT LAWN/ACTIVE TURF AREA
- LARGE SHADED TOT LOT WITH SWINGS AND BENCHES
- 30 x 40 GATHERING RAMADA WITH PICNIC TABLES, CHESS TABLE, PING PONG TABLE, AND EXTENDED PLAZA
- CORNHOLE PLAZA

SPORT COMPLEX
- 4 PICKLEBALL COURTS
- 20 x 20 PICKLEBALL RAMADA WITH SEATING
- FULL BASKETBALL COURT
- 20 x 20 GATHERING RAMADA WITH PICNIC TABLES, AND BENCHES WITH EXPANDED PLAZA
- MULTI-USE/ACTIVE TURF AREA

NEIGHBORHOOD PARKS

B1 ACTIVE RECREATION
- 30 x 30 GATHERING RAMADA WITH PICNIC TABLES, BBQ GRILLS, AND BENCHES
- MEDIUM SHADED TOT LOT
- HALF BASKETBALL COURT
- CORNHOLE PLAZA
- EVENT LAWN/ACTIVE TURF AREA

B2 ACTIVE RECREATION
- 30 x 30 GATHERING RAMADA WITH PICNIC TABLES, BBQ GRILLS, AND BENCHES
- MEDIUM SHADED TOT LOT
- HALF BASKETBALL COURT
- MULTI-USE ACTIVE TURF AREA

B3 ACTIVE RECREATION
- 30 x 30 GATHERING RAMADA WITH PICNIC TABLES, EXPANDED PLAZA, AND BENCHES
- MEDIUM SHADED TOT LOT WITH SWINGS
- FULL BASKETBALL COURT
- MULTI-USE ACTIVE TURF AREA
- CORNHOLE PLAZA

C1 ACTIVE RECREATION
- 20 x 20 GATHERING RAMADA WITH PICNIC TABLES, BBQ GRILLS, AND BENCHES
- SMALL SHADED TOT LOT
- MULTI-USE ACTIVE TURF AREA

C2 ACTIVE RECREATION
- 20 x 20 GATHERING RAMADA WITH PICNIC TABLES, BBQ GRILLS, AND BENCHES
- CORNHOLE AREA
- ACTIVE TURF AREA

KEYNOTES

1. GATED ENTRY & MONUMENT SIGNAGE
2. PRIMARY REGIONAL MONUMENT
3. SECONDARY REGIONAL MONUMENT

NORTH

0' 100' 200' 400'

SCALE: 1" = 200'-0"

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

Preliminary Illustrative Master Plan

L-1.01

03.12.2026

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45568 ALIZA E. SABIN Date Signed 03-12-26 ARIZONA, U.S.A.

EPS GROUP

EXHIBIT 2

Main Amenity Area



KEYNOTES

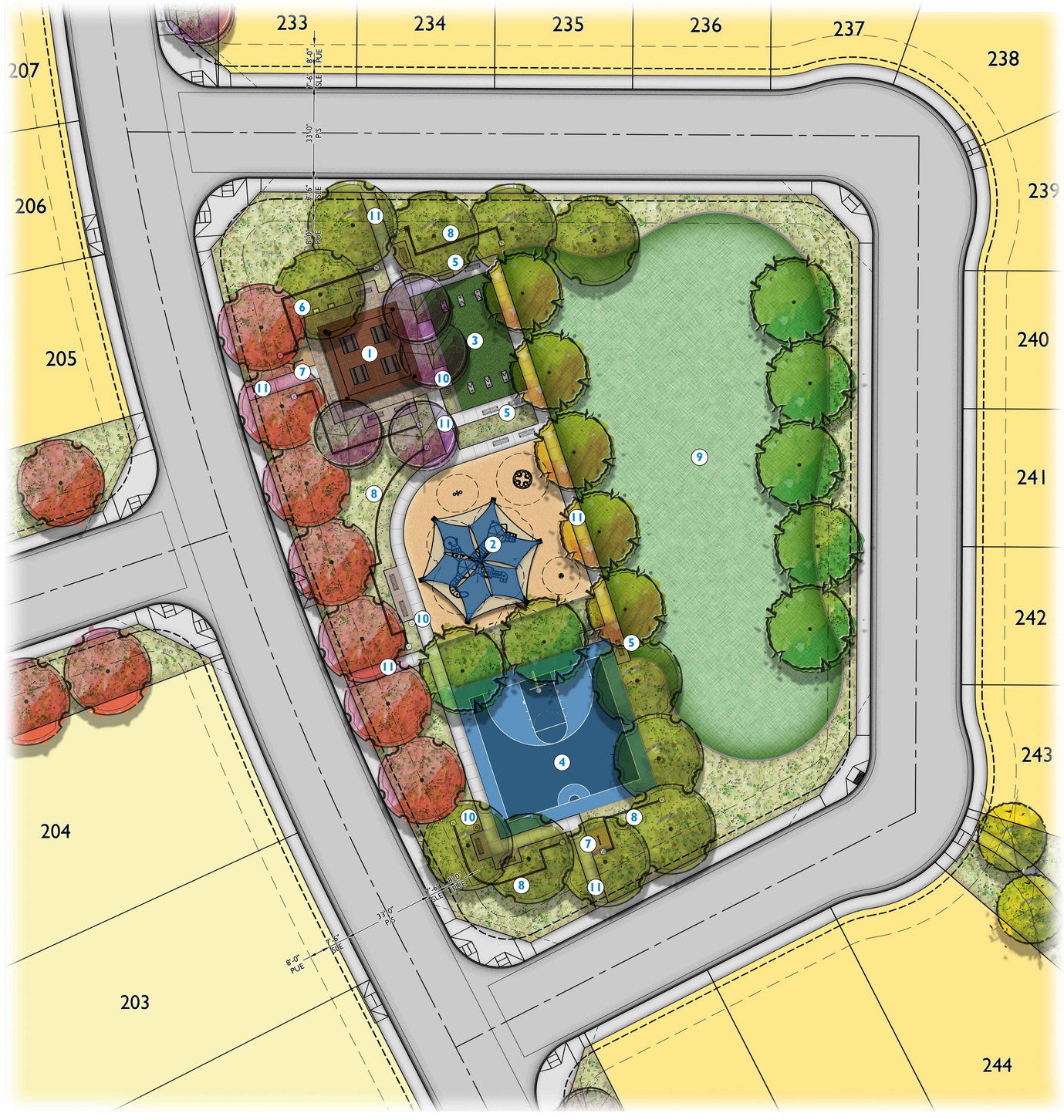
1. POOL
2. CLUBHOUSE WITH FITNESS CENTER
3. PEDESTRIAN GATE
4. RESTROOM & POOL EQUIPMENT ENCLOSURE
5. AQUATIC CENTER MONUMENT SIGN
6. AQUATIC PLAY TOYS
7. LAP LANES
8. POOL SHADE UMBRELLA
9. 30' X 40' RAMADA (WITH PICNIC TABLES, CHESS TABLE AND PING PONG TABLE)
10. 20' X 20' RAMADA (WITH PICNIC TABLES)
11. SHADED PLAYGROUND AREA
12. CORNHOLE
13. PICKEBALL COURTS
14. BASKETBALL COURT (FULL SIZE)
15. LANDSCAPE BENCH
16. BBQ GRILL
17. BIKE RACK
18. GARDEN WALL
19. ACTIVE TURF
20. TRASH RECEPTACLE
21. CONCRETE SIDEWALK
22. TRAFFIC CALMING TABLE PEDESTRIAN CROSSING

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
45568
ALIZA E. SABIN
Date Signed 03-12-26
ARIZONA, U.S.A.

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EXHIBIT 3

Neighborhood Park B1



KEYNOTES

1. 30' X 30' RAMADA (WITH PICNIC TABLES)
2. SHADED PLAYGROUND AREA
3. CORNHOLE
4. BASKETBALL COURT (HALF SIZE)
5. LANDSCAPE BENCH
6. BBQ GRILL
7. BIKE RACK
8. GARDEN WALL
9. ACTIVE TURF
10. TRASH RECEPTACLE
11. SIDEWALK

REGISTERED LANDSCAPE ARCHITECT
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ALIZA E. SABIN
Date Signed 03-12-26
ARIZONA U.S.A.

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EXHIBIT 4

Neighborhood Park B2



KEYNOTES

1. 30' X 30' RAMADA (WITH PICNIC TABLES)
2. SHADED PLAYGROUND AREA
3. LANDSCAPE BENCH
4. BBQ GRILL
5. BIKE RACK
6. GARDEN WALL
7. ACTIVE TURF
8. TRASH RECEPTACLE
9. SIDEWALK
10. BASKETBALL COURT (HALF SIZE)

NORTH

0' 10' 20' 40'

SCALE: 1" = 20'-0"

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

Neighborhood Park B2

L-3.04

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EXHIBIT 5

Neighborhood Park B3



KEYNOTES

1. 30' X 30' RAMADA (WITH PICNIC TABLES)
2. SHADED PLAYGROUND AREA (WITH SWING SET)
3. CORNHOLE
4. BASKETBALL COURT (FULL SIZE)
5. LANDSCAPE BENCH
6. BBQ GRILL
7. BIKE RACK
8. GARDEN WALL
9. ACTIVE TURF
10. TRASH RECEPTACLE
11. SIDEWALK

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45568
ALIZA E.
SABIN
Date Signed 03-12-26
ARIZONA U.S.A.

EPS GROUP

EXHIBIT 6

Neighborhood Park C1



KEYNOTES

1. 20' X 20' RAMADA (WITH PICNIC TABLE)
2. SHADED PLAYGROUND AREA (WITH SWING SET)
3. LANDSCAPE BENCH
4. BBQ GRILL
5. BIKE RACK
6. GARDEN WALL
7. ACTIVE TURF
8. TRASH RECEPTACLE
9. SIDEWALK

NORTH

0' 10' 20' 40'

SCALE: 1" = 20'-0"

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

Neighborhood Park C1

L-3.05

03.12.2026

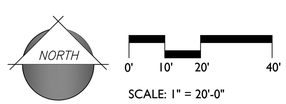
REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
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Date Signed 03-12-26
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EXHIBIT 7

Neighborhood Park C2





KEYNOTES

1. 20' X 20' RAMADA (WITH PICNIC TABLE)
2. CORNHOLE
3. LANDSCAPE BENCH
4. BBQ GRILL
5. BIKE RACK
6. GARDEN WALL
7. ACTIVE TURF
8. TRASH RECEPTACLE
9. SIDEWALK

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

Neighborhood Park C2

L-3.06

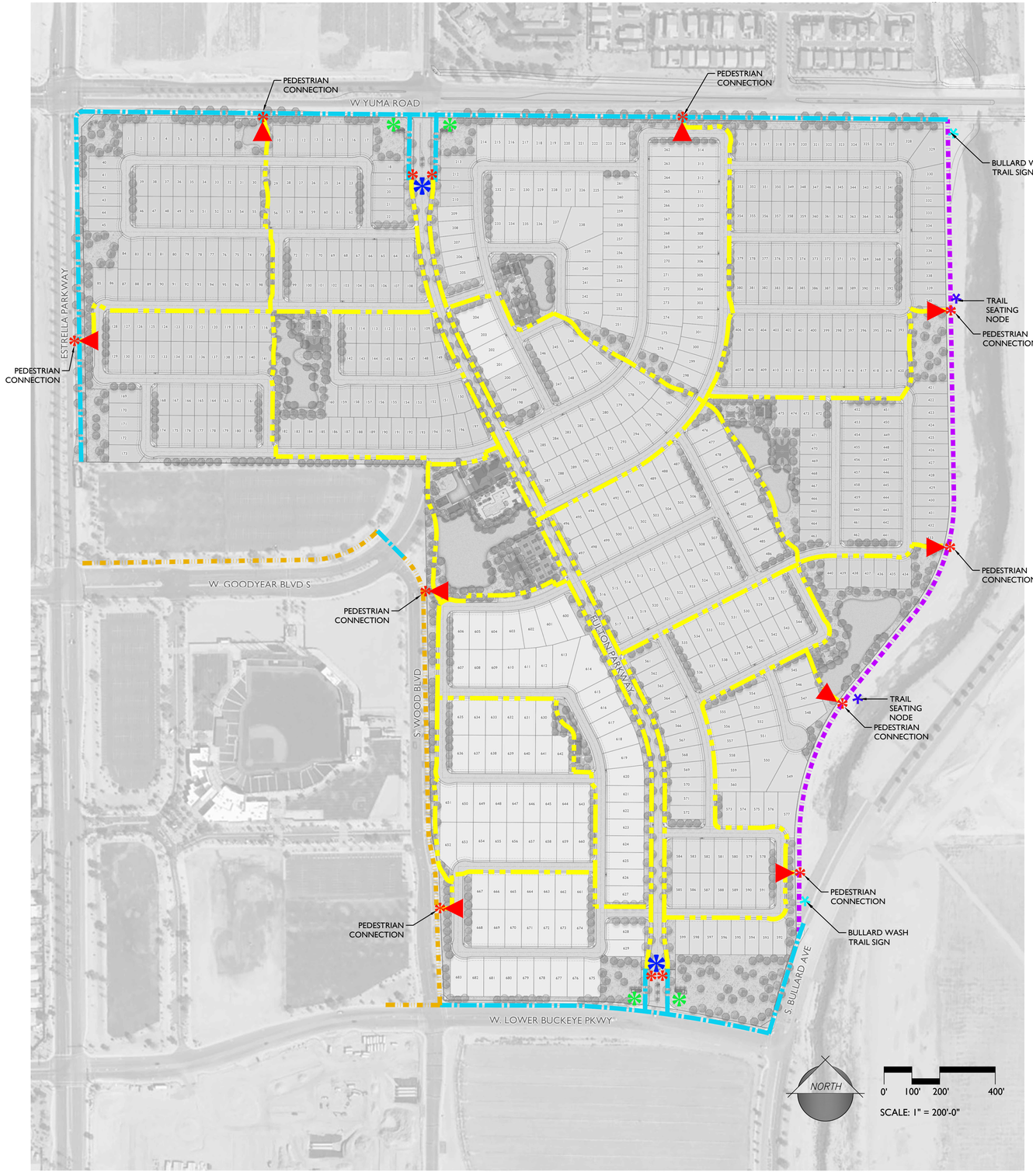
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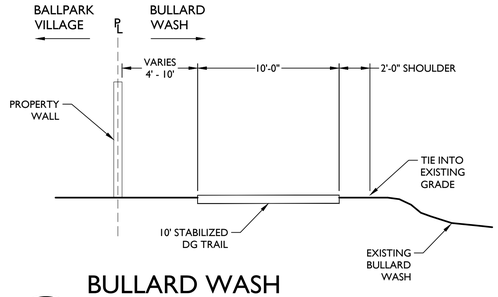
REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
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EXHIBIT 8

Pedestrian Connectivity Plan



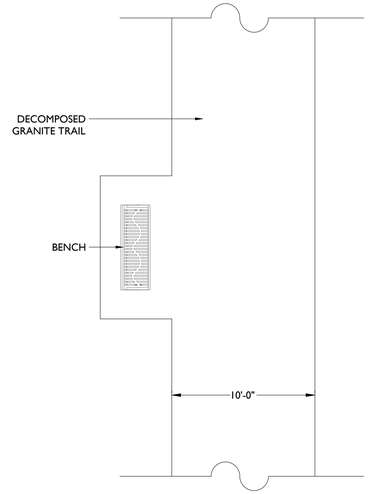


1 BULLARD WASH TRAIL SECTION DETAIL

NTS

LEGEND

- CONNECTIVITY - PEDESTRIAN ACCESS
- CONNECTIVITY - PROPOSED OFFSITE PEDESTRIAN
- CONNECTIVITY - EXISTING OFFSITE PEDESTRIAN
- CONNECTIVITY - BULLARD WASH TRAIL (BY CITY)
- CONNECTIVITY - INTERNAL
- VEHICULAR GATE
- ENTRY MONUMENT
- PEDESTRIAN GATE
- PEDESTRIAN NODE
- BULLARD WASH TRAIL SIGN

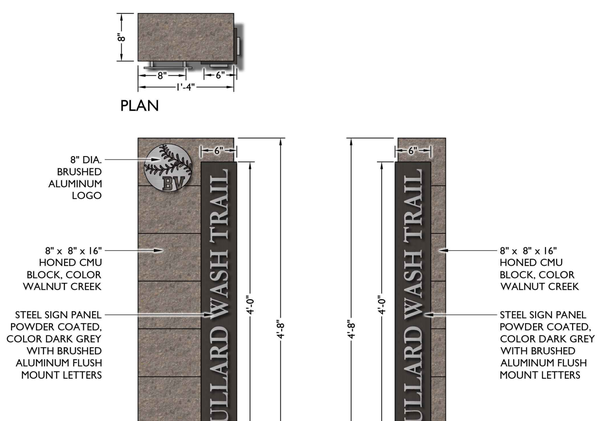






2 BULLARD WASH TRAIL PEDESTRIAN SEATING NODE

NTS

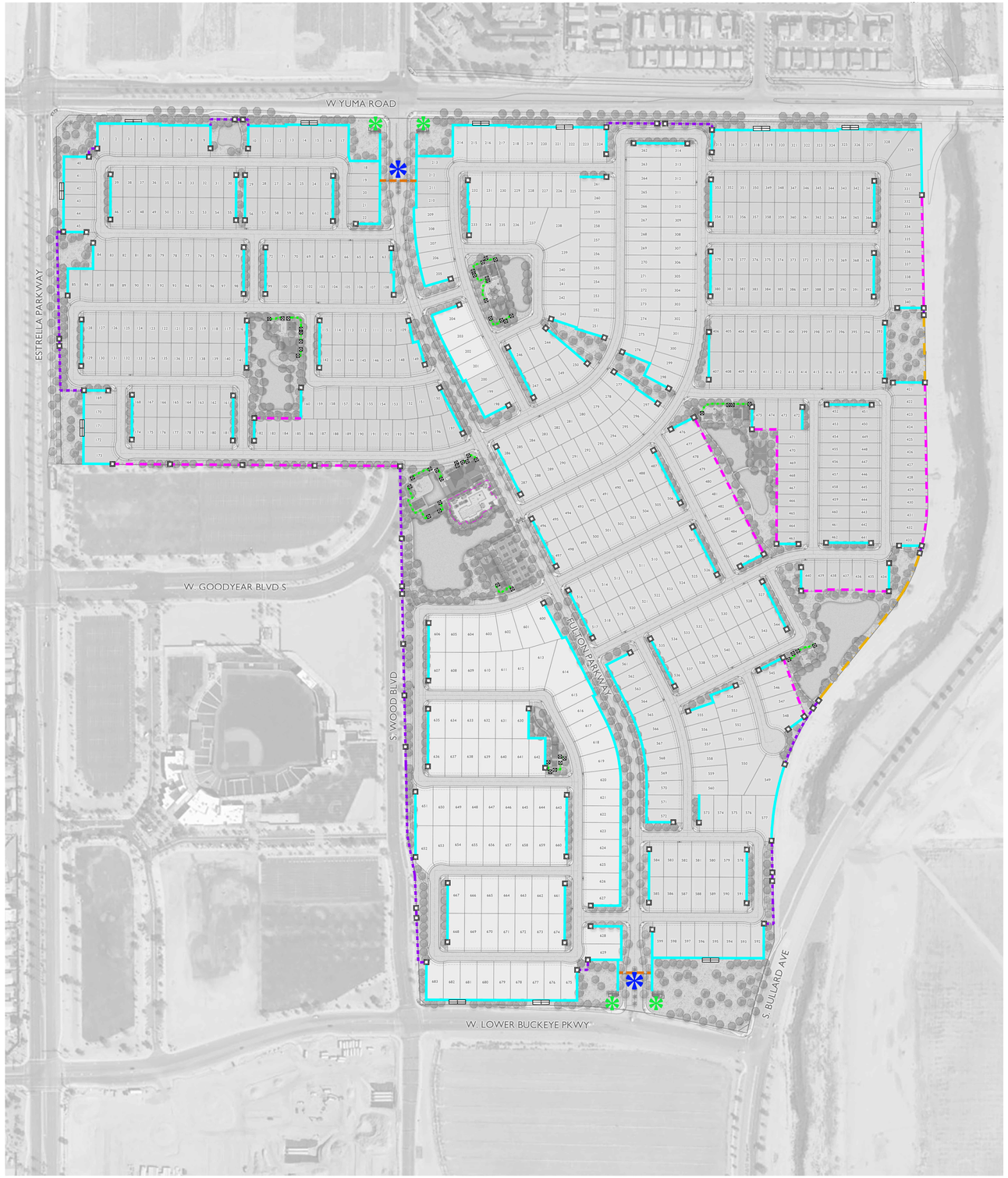


3 BULLARD WASH TRAIL SIGN

NTS

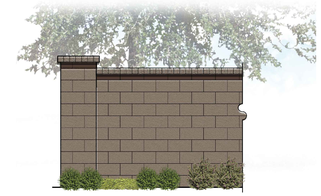
EXHIBIT 9

Conceptual Wall Plan



LEGEND

- THEME WALL
- PARTIAL VIEW WALL TYPE 1
- PARTIAL VIEW WALL TYPE 2
- GARDEN WALL
- POOL FENCE
- DRAINAGE FENCE
- ENTRY MONUMENT / GATE WALL
- GATED ENTRY
- ENTRY MONUMENT
- DECORATIVE COLUMN
- GARDEN WALL COLUMN
- MID-WALL ACCENT



THEME WALL



PARTIAL VIEW WALL TYPE 1



PARTIAL VIEW WALL TYPE 2

GARDEN WALL



POOL / FULL VIEW FENCE



DRAINAGE FENCE



MID-WALL ACCENT

NORTH

0' 100' 200' 400'

SCALE: 1" = 200'-0"

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

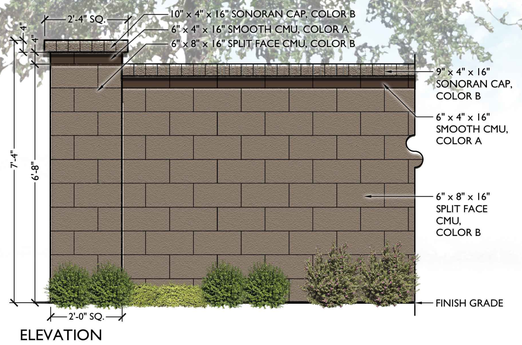
Conceptual Wall Plan

L-4.01

03.12.2026

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
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ELEVATION

1 THEME WALL

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



ELEVATION

2 PARTIAL VIEW WALL - TYPE 1

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



ELEVATION

3 PARTIAL VIEW WALL - TYPE 2

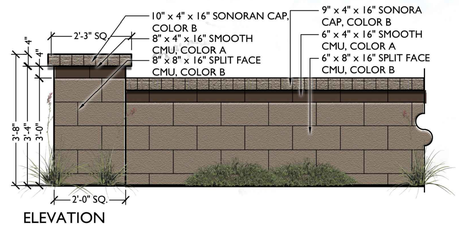
Scale: 1/2" = 1'-0"



ELEVATION

4 MID ACCENT PANEL AT THEME WALL

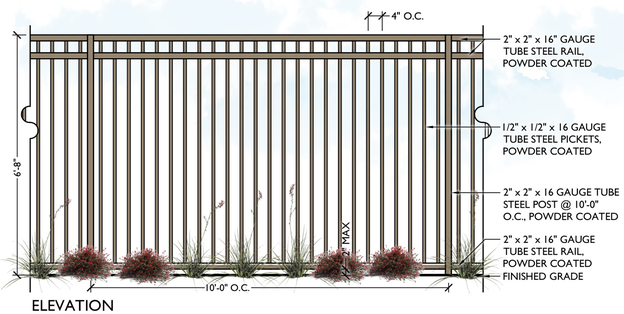
Scale: 1/2" = 1'-0"



ELEVATION

5 GARDEN WALL

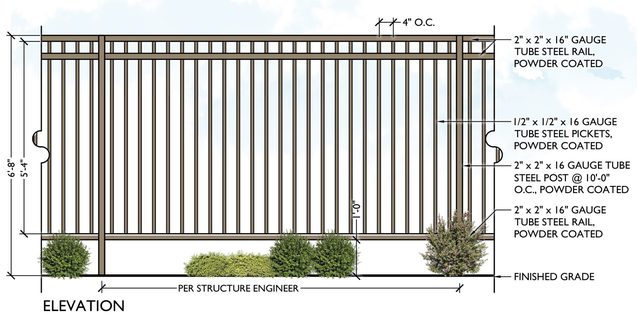
Scale: 1/2" = 1'-0"



ELEVATION

6 POOL / FULL VIEW FENCE

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



ELEVATION

7 DRAINAGE FULL VIEW FENCE

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



ELEVATION

8 PEDESTRIAN GATE

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



METAL POWDERCOATED
Grey Beige RAL 1019 OAE



SMOOTH CMU BLOCK
COLOR A: SW 9183 Dark Clove
by Sherwin Williams, OAE



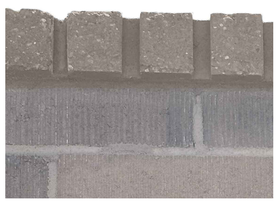
SPLIT FACE CMU BLOCK
COLOR B: SW 7039 Virtual Taupe
by Sherwin Williams, OAE



SONORAN CMU CAP
COLOR B: SW 7039 Virtual Taupe
by Superlite OAE



FOUNDERS FINISH CMU BLOCK
INTEGRAL COLOR C: Desert Blend
by Superlite OAE



SONORAN CMU CAP
INTEGRAL COLOR C: Desert Blend
by Superlite OAE

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

Conceptual Wall Details

L-5.01

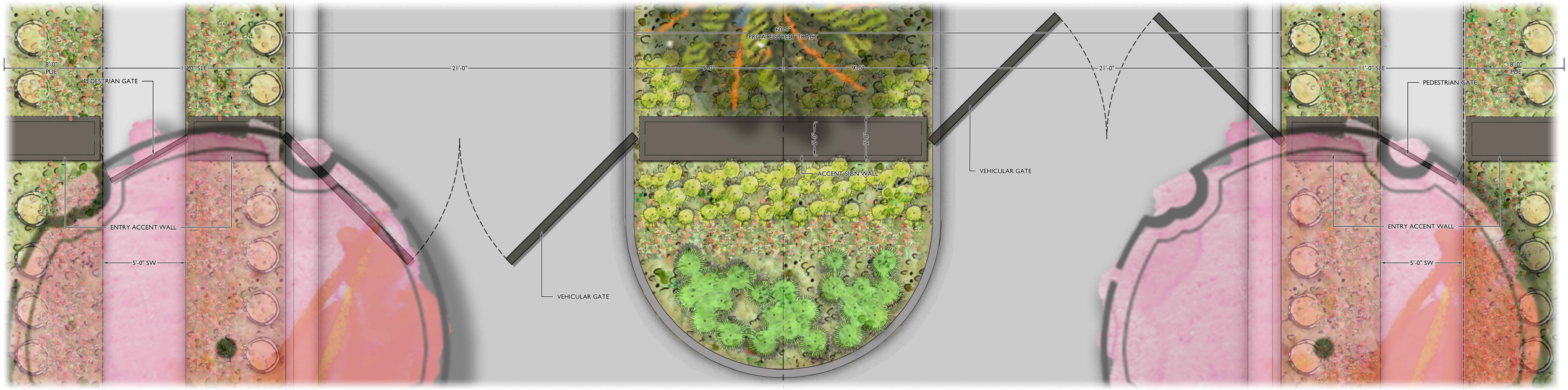
03.12.2026

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
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ALIZA E. SABIN
Date Signed 03-12-26
ARIZONA, U.S.A.

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EXHIBIT 10

Conceptual Entry Monumentation



1 SOUTH ENTRY GATE PLAN

Scale: 3/8" = 1'-0"

NOTE:

1. ALL GATES INSTALLED ACROSS A FIRE APPARATUS ACCESS ROAD WILL REQUIRE A SEPARATE SUBMITTAL AND PERMIT.
2. ALL GATES WILL REQUIRE A TRAFFIC PRE-EMPTION DEVICE AND A KNOX KEY SWITCH.



2 SOUTH ENTRY GATE ELEVATION

Scale: 3/8" = 1'-0"

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

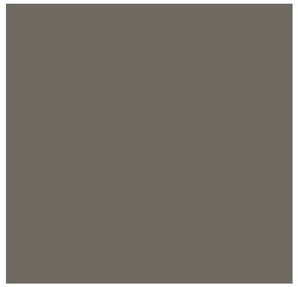
Conceptual Entry Gate

L-2.01

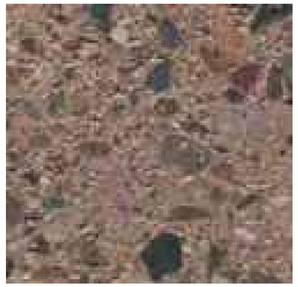
03.12.2026

REGISTERED LANDSCAPE ARCHITECT
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Date Signed 03-12-26
ARIZONA U.S.A.

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GATE METAL
Color: RAI 7039 Quartz Grey OAE



HONED CMU
Color: Walnut Creek by Superlite OAE



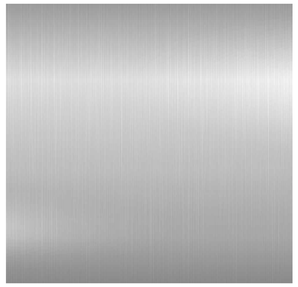
TILE (12" x 24")
Color: Modern Text White MT 50 by Daltile OAE



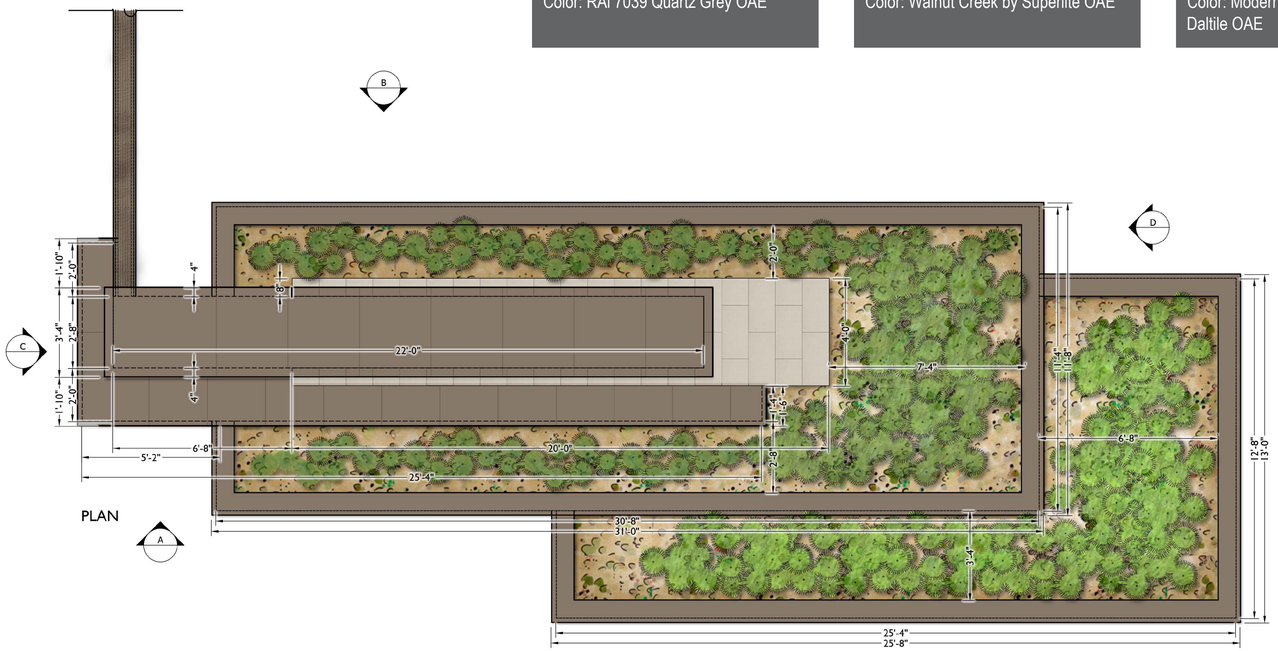
CONCRETE CAP
Color: Cocoa Milk by Mesa Precast OAE

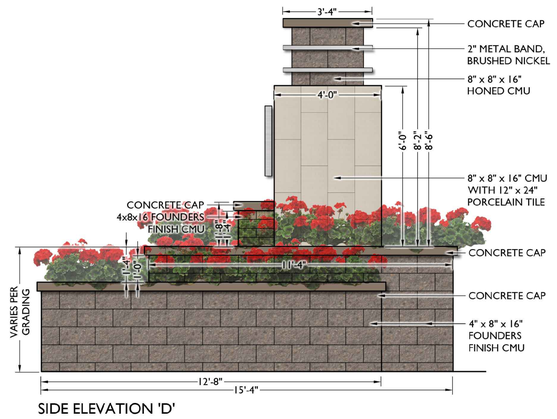


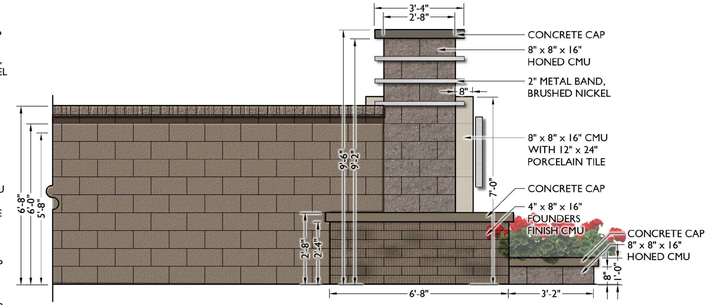
FOUNDERS FINISH
Color: Desert Blend by Superlite OAE

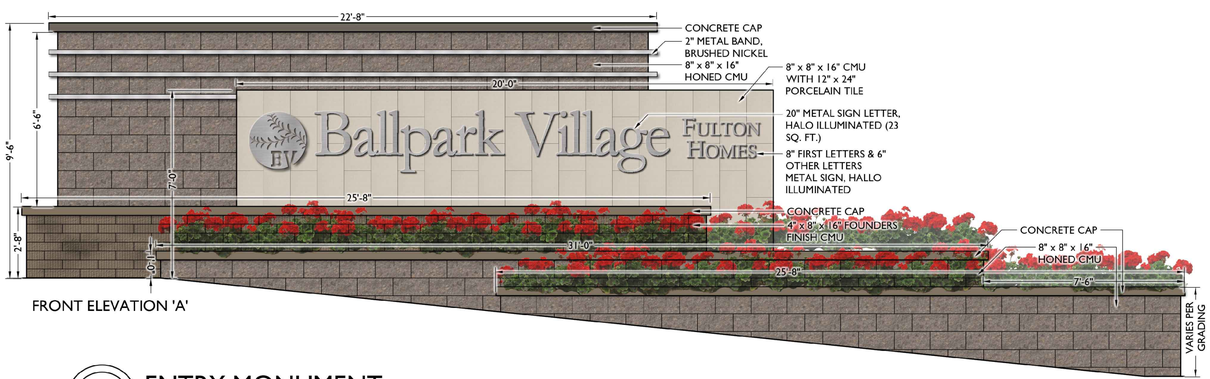


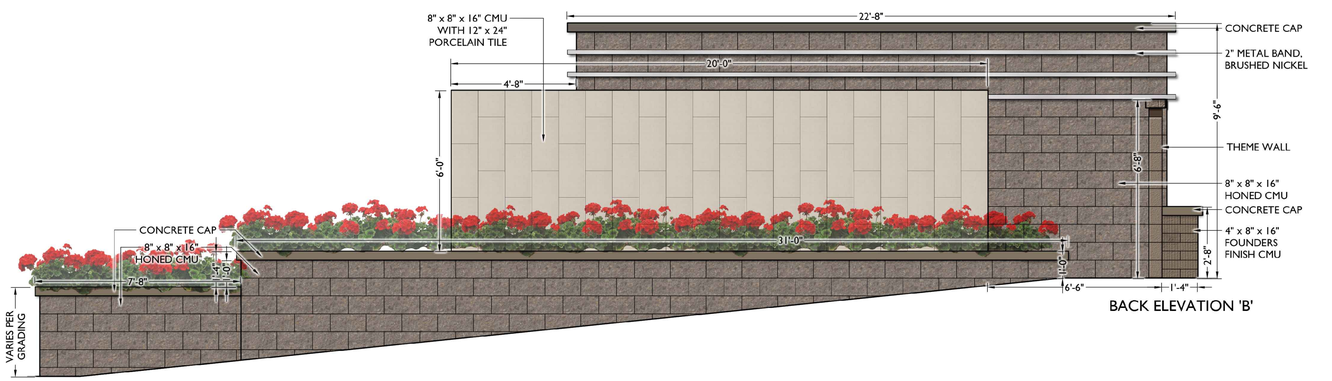
BRUSHED ALUMINUM











1 ENTRY MONUMENT

Scale: 3/8" = 1'-0"

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

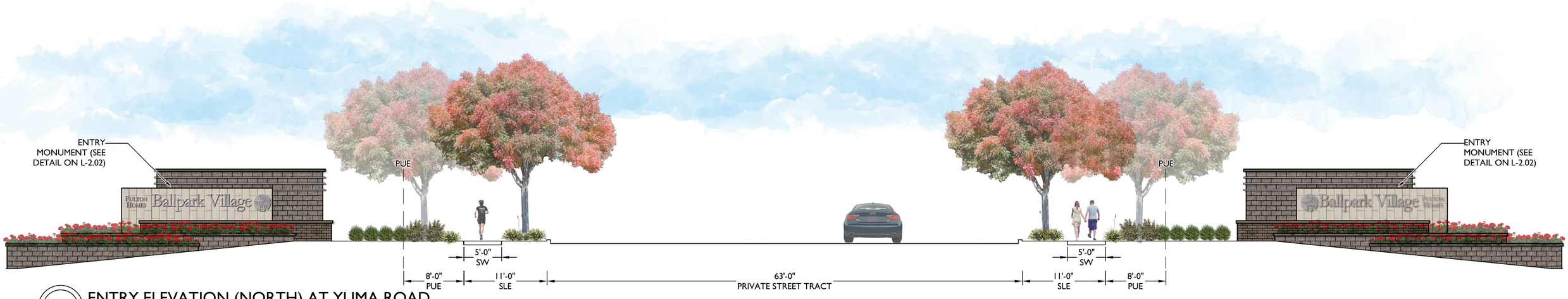
Goodyear, Arizona

Conceptual Entry Monument

L-2.02
03.12.2026

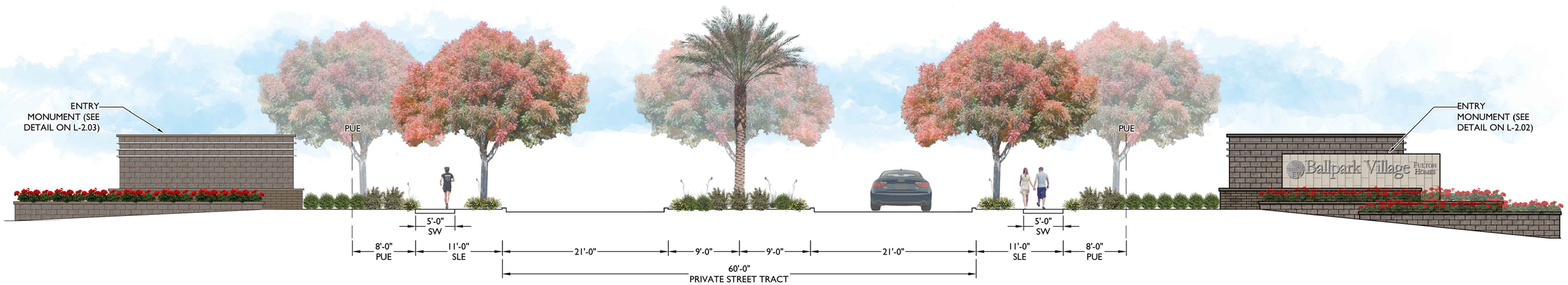
REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
45568
ALIZA E. SABIN
Date Signed 03-12-26
ARIZONA U.S.A.

EPS GROUP



1 ENTRY ELEVATION (NORTH) AT YUMA ROAD

NTS



2 ENTRY ELEVATION (SOUTH) AT LOWER BUCKEYE PARKWAY

NTS

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

Entry Elevations

L-2.05

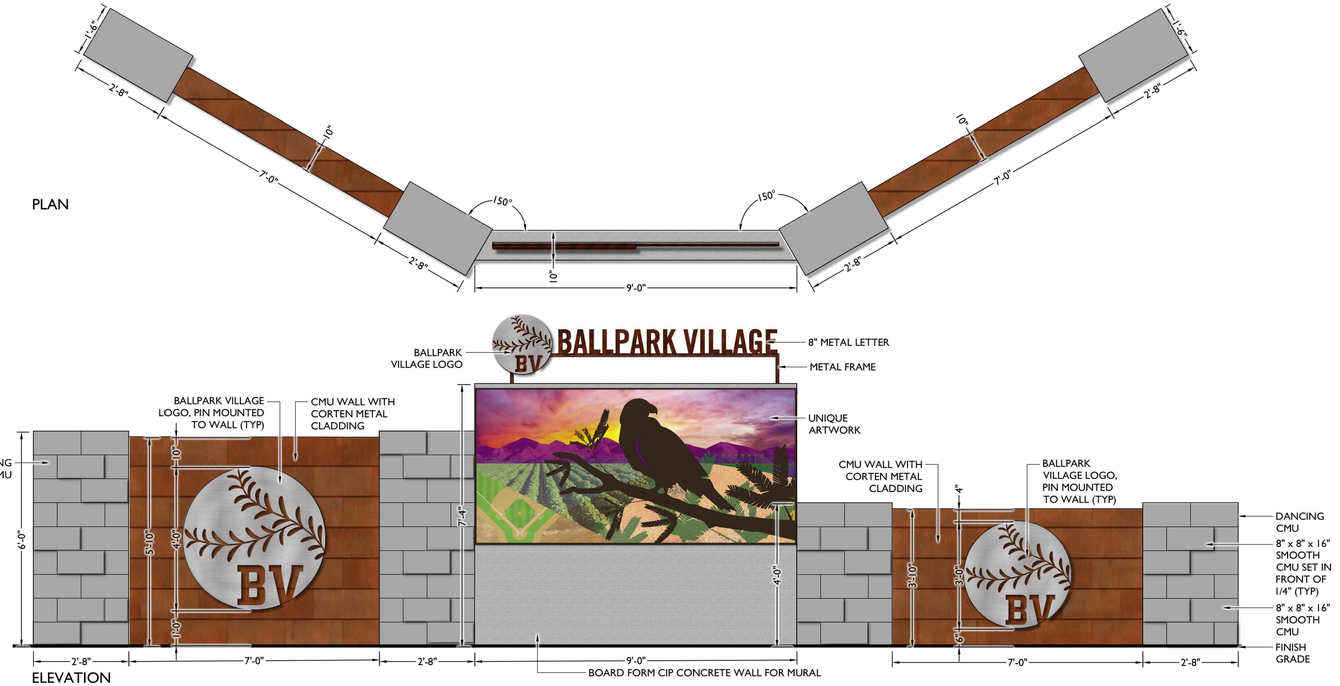
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REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45568 ALIZA E. SABIN ARIZONA, U.S.A.

EPS GROUP

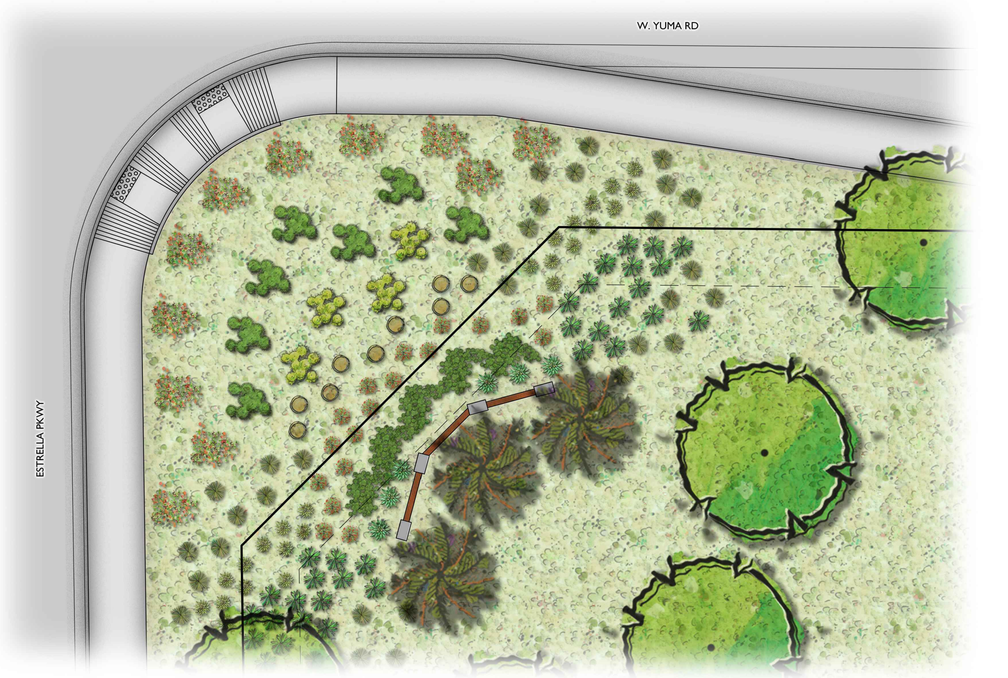
EXHIBIT 11

Conceptual Regional Monumentation



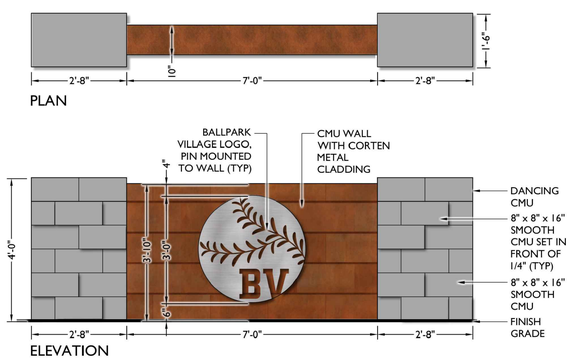
1 PRIMARY REGIONAL MONUMENT ELEVATION

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



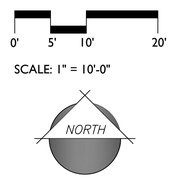
2 PRIMARY REGIONAL MONUMENT PLAN

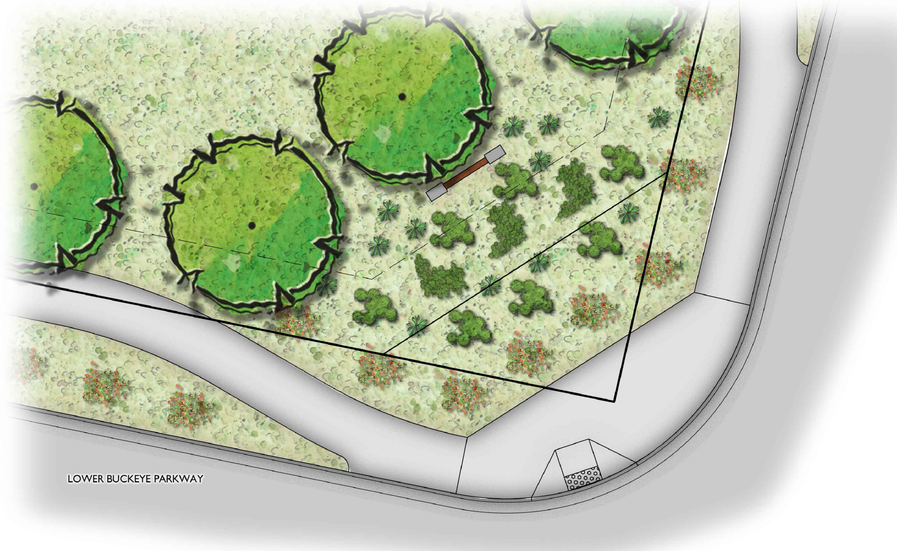
Scale: 1/2" = 1'-0"



3 SECONDARY REGIONAL MONUMENT ELEVATION

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





4 SECONDARY REGIONAL MONUMENT PLAN

Scale: 1" = 10'-0"

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

Conceptual Regional Monument

L-2.06

03.12.2026

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45568 ALIZA E. SABIN Date Signed 03-12-26 ARIZONA U.S.A.

EPS GROUP

Fulton Homes at Ballpark Village 2nd Amended

Southeast Corner of
South Estrella Parkway and West Yuma Road

Attachment B - Aerial Exhibit



P25-00273: Fulton Homes at Ballpark Village 2nd Amended

City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, City of Goodyear

PLANNED AREA DEVELOPMENT
2nd AMENDMENT

Attachment C - Narrative

Fulton Homes at Ballpark Village

Goodyear, Arizona

December 1, 2025
Revised March 26, 2026

FULTON HOMES

9140 S. Kyrene Road, Suite 202
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Case No. P25-00273

Development Team

FULTON HOMES

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Brian Nicholls
Engineering & Design

I. Background

""Fulton Homes at Ballpark Village" is a proposed single-family, detached residential community on an approximately 156-acre vacant parcel of relatively unimproved agricultural land located at the SEC of Estrella Parkway and Yuma Road in the City of Goodyear (the "City") (see **Exhibit 1 – Context Map** attached hereto). The *Fulton Homes at Ballpark Village* Planned Area Development ("PAD") was originally approved by the City in 2022 via Ordinance No. 2022-1535 (Case No. 21-200-00013) which gave the subject property its current "PAD" zoning. The PAD was subsequently amended in 2023 via Ordinance No. 2023-1567 (Case No. 22-200-00017) (the "1st Amended PAD").

Fulton Homes ("Fulton") is the owner of *Fulton Homes at Ballpark Village*, which also has an approved Preliminary Plat (Case No. 21-500-00012) in conformance with the 1st Amended PAD. Fulton has also recently entered into an Amended & Restated Development Agreement with the City to facilitate the improvement of Yuma Road (the "Development Agreement"). Fulton has years of experience building new home communities throughout the Phoenix metro area and is excited to bring this new, high-quality residential community to the City.

II. Purpose of Request

The 1st Amended PAD contemplates four (4) underlying Land Use Districts, corresponding lot sizes, and corresponding housing product options for *Fulton Homes at Ballpark Village*, including the R35 Land Use District which provided an alley-loaded housing product. During the past 3 years since the original approval of the PAD, the housing market in the Phoenix metro area has seen some dramatic changes. Not only changes in home prices and mortgage interest rates, but changes in architectural styles, colors, and homebuyer preferences as well. *Fulton Homes at Ballpark Village* is not immune from the impacts of these changes in the market.

One significant impact has been homebuyers' interest and ability to afford the proposed alley-loaded housing product. In 2024 Fulton introduced this same alley-loaded product in its "Prasada" community in the City of Surprise. Over the last 12 months Fulton has only sold a total of four such alley-loaded homes in that community. The young families that historically wanted this type of alley-loaded product can no longer afford it, and the single adults and empty nesters than can afford it don't want two-story homes. Instead, they prefer a more traditional and similarly priced single-story home. This trend has caused Fulton great concern as it looks toward the introduction of this same alley-loaded product at *Fulton Homes at Ballpark Village*. Consequently, Fulton commissioned a market study from John Burns Research & Consulting to evaluate whether or not the current housing product mix contemplated for *Fulton Homes at Ballpark Village*, including the alley-loaded product, would be successful and viable under the new realities of today's housing market (pricing, buyer preferences, etc.). Unfortunately, that market study emphatically concluded that it would not.

Consequently, in order to ensure the success of *Fulton Homes at Ballpark Village* for both Fulton and the City, Fulton needs to make certain changes to the currently approved Land Use Districts and the associated housing product mix (including the elimination of the alley-loaded product), which in turn results in certain changes to the lot layout, etc. Fulton is also proposing to upgrade the amenity package. However, the overall design approach and quality of *Fulton Homes at Ballpark Village* will remain unchanged and Fulton will deliver on its commitment to develop an exceptional community for the City.

The purpose of this application (as further outlined in the Sections below) is therefore to request a 2nd Amendment of the *Fulton Homes at Ballpark Village* PAD to modify the approved Land Use Districts, lot layout and certain related design elements (the "2nd Amended PAD").

It should be noted that Fulton will concurrently submit a new Preliminary Plat for *Fulton Homes at Ballpark Village*.

III. Land Use Districts & Permitted Uses

Elimination of the R35 Land Use District

As noted above, the 1st Amended PAD contemplates four (4) underlying Land Use Districts, corresponding lot sizes, and corresponding housing product options for *Fulton Homes at Ballpark Village.* Fulton is now proposing to eliminate the R35 Land Use District and the associated alley-loaded lots and homes for the reasons cited in Section II above. The 2nd Amended PAD would therefore propose the development of *Fulton Homes at Ballpark Village* with three (3) total Land Use Districts.

Replacement of the R52 Land Use District with a new R60 Land Use District

Fulton is also proposing to replace the R52 Land Use District (52' x 100' minimum lots) with a new R60 Land Use District (60' x 125' minimum lots). This change will serve to better diversify the housing product mix for *Fulton Homes at Ballpark Village* in response to the elimination of the R35 Land Use District, introduces a larger "executive" lot option, and represents an overall lot size and housing product mix that Fulton believes will be successful at this location.

Notes on the R45 and R50 Land Use Districts

It should be noted that Fulton is increasing the minimum depth of the lots in the R45 Land Use District by 10 feet in order to add a 4 bedroom single-story home to accommodate the young families that used to gravitate towards alley-loaded two-story homes and still keep the single adults and empty nesters who typically gravitate to the R45 Land Use District housing product. Other young families will move up to the smaller R50 Land Use District floorplans that are more typical to the mature buyers.

Permitted Uses

These proposed modifications of the Land Use Districts will result in an overall reduction in the lot count and density for *Fulton Homes at Ballpark Village* from 796 total lots and 5.12 U/Acre to 683 total lots and 4.39 DU/Acre (see **Exhibit 2 – Illustrative Master Plan**).

Except as expressly modified in the 2nd Amended PAD, the permitted uses in the three (3) resulting Land Use Districts will be those uses allowed in the City's R1-6, R1-6 Reduced and R1-4 Reduced Single Family Residential Zoning Districts as set forth in **Table 1** on the following page and in accordance with Article 3-2 of the Zoning Ordinance. Unless explicitly modified within the 2nd Amended PAD, then the Zoning Ordinance prevails.

Table 1 – *Fulton Homes at Ballpark Village* Permitted Uses

Land Use Districts	Permitted Uses
R60	R1-6
R50	R1-6 Reduced
R45	R1-4 Reduced

IV. Development Standards

The proposed development standards for the 2nd PAD Amendment are based upon those of the City's R1-6, R1-6 Reduced and R1-4 Reduced Single Family Residential Zoning Districts. No reductions are proposed to the City's R1-6 development standards for the new R60 Land Use District (proposed development standards have actually been increased), no changes are proposed to the approved R1-6 Reduced development standards for the R50 Land Use District, and only minor changes are proposed to the approved R1-4 Reduced development standards for the R45 Land Use District (proposed development standards have actually been increased). A comparison between the approved development standards for *Fulton Homes at Ballpark Village* and those proposed with the 2nd Amended PAD are outlined in **Table 2** below (proposed changes are noted in **bold**).

Table 2 – *Fulton Homes at Ballpark Village* Development Standards Comparison Table

Land Use Districts[4]	City's R1-6	R60 (Proposed)	R50 (Existing & Proposed)	R45 (Existing)	R45 (Proposed)
Underlying Zoning Districts	**R1-6**	**R1-6**	**R1-6 Reduced**	**R1-4 Reduced**	**R1-4 Reduced**
Minimum Lot Area (sf)	5,500	**7,500**	6,000	4,050	**4,500**
Minimum Lot Width (ft.)	55	**60**	50	45	45
Minimum Lot Depth (ft)	100	**125**	120	90	**100**
Maximum Building Height (ft)	30	30	30	30	30
Maximum Building Coverage	60%	60%	60%	60%	60%
Minimum Setbacks					
Front (ft)[1]	10	10	10	10	10
Garage (ft)[2]	20	20	20	20	20
Side (ft)	5	5	5	5	5
Total Sides (ft)	15	15	10	10	10
Street Side (ft)[3]	10	10	10	10	10
Rear (ft)	20	20	20	**20/10**	**15**

[1] Front setback shall be measured from back of sidewalk to covered porches, livable space, and side entry garages.

[2] Front setback shall be measured from the back of sidewalk to face of front facing garage door.

[3] Where a minimum 10-foot-wide landscape tract between the side lot line and back of sidewalk is provided, the typical side setbacks, rather than the Street Side setback applies.

[4] All contiguous single-family residential units shall be developed with the same land use district development standards set forth in Table 2 and each such set of contiguous single-family residential units shall constitute a land use district.

The development of *Fulton Homes at Ballpark Village* will comply with all of the following:

1. Article 1, Article 2, and Article 4 of the City of Goodyear Zoning Ordinance (the "Zoning Ordinance") and other applicable city, state, and federal requirements shall apply to the development of *Fulton Homes at Ballpark Village*.

2. The development standards outlined in **Table 2** above, which are based upon those of the City's R1-6, R1-6 Reduced and R1-4 Reduced Single Family Residential Zoning Districts, shall apply to the development within each Land Use District.

3. A minimum of 10% of the platted lots within *Fulton Homes at Ballpark Village* shall be R60, a minimum of 30% of the platted lots within *Fulton Homes at Ballpark Village* shall be R50, and a minimum of 50% of the platted lots within *Fulton Homes at Ballpark Village* shall be R45.

4. Walls, fencing, and landscaping shall adhere to Article 5 of the Zoning Ordinance, except as expressly modified by the 2nd Amended PAD.

5. Parking shall adhere to Article 6 of the Zoning Ordinance except as expressly modified by the 2nd Amended PAD.

6. Signs shall adhere to Article 7 of the Zoning Ordinance, except as expressly modified by the 2nd Amended PAD.

7. Article 8 (General Provisions) of the Zoning Ordinance shall apply, except as expressly modified by the 2nd Amended PAD.

8. Lighting shall adhere to Article 10 of the Zoning Ordinance, except as expressly modified by the 2nd Amended PAD.

9. In the event of a conflict between the provisions of the PAD and the Zoning Ordinance, the provisions of the 2nd Amended PAD shall prevail.

V. Open Space

The 1st Amended PAD contemplates three (3) large park amenity areas to be developed within *Fulton Homes at Ballpark Village* comprising 7.75 minimum total acres. In order to both increase the overall amount of open space provided (from approximately 17% to 22%) and better distribute the park amenity areas throughout *Fulton Homes at Ballpark Village*, the 2nd Amended PAD instead proposes one (1) main park amenity area with upgraded amenity offerings and five (5) neighborhood park areas (comprising 13.0 minimum total acres) as generally depicted on **Exhibit 2 – Illustrative Master Plan** attached hereto and as more fully described below.

- “Main Park A1” (Main Amenity Area) shall be a minimum of 4.5 acres in size and shall be located near the center of the community in the general location reflected on **Exhibit 2 – Illustrative Mater Plan**. The Main Central Amenity Area shall include an aquatic center, clubhouse facility, sports complex, and an active recreation park. The aquatic center shall feature lap lanes, a kid’s pool area with aquatic play toys, restrooms, and shaded tables/lounge chair seating. The clubhouse facility shall feature a fitness center, indoor kitchen and reception hall, restrooms, and an outdoor kitchen and shaded gathering area. The sports complex shall feature pickle ball courts with shaded seating areas, a full basketball court, a multi-use turf play area, and a gathering ramada. The active recreation park shall feature a shaded tot lot, a gathering ramada (with picnic areas, game tables, ping pong table, BBQ grills, plaza area, etc.), a cornhole area, and a multi-use turf area and shall be generally consistent with **Exhibit 3 – Main Amenity Area** attached hereto.

- ”Neighborhood Park B1” shall be a minimum of 1.2 acres in size and shall be located just southeast of the main entry into the community from Yuma Road in the general location reflected on **Exhibit 2 – Illustrative Master Plan**. Neighborhood Park B1 shall include a half basketball court, an event lawn turf area, a cornhole area, a gathering ramada (with picnic areas, BBQ grills, benches, etc.), and a shaded tot lot and shall be generally consistent with **Exhibit 4 – Neighborhood Park B1** attached hereto.

- “Neighborhood Park B2” shall be a minimum of 1.8 acres in size and shall be located just southwest of the main entry into the community from Yuma Road in the general location reflected on **Exhibit 2 – Illustrative Mater Plan**. Neighborhood Park B2 shall include a shaded tot lot, half basketball court, gathering ramada (with picnic areas, BBQ grills, benches, etc.), and a multi-use turf area and shall be generally consistent with **Exhibit 5 – Neighborhood Park B2**).

- ”Neighborhood Park B3” shall be a minimum of 2.3 acres in size and shall be located just east of the Main Amenity Area in the general location reflected on **Exhibit 2 – Illustrative Master Plan**. Neighborhood Park B3 shall include a full basketball court, a multi-use turf area, a gathering ramada (with picnic areas, benches, etc.), a cornhole area, and a shaded tot lot and shall be generally consistent with **Exhibit 6 – Neighborhood Park B3** attached hereto.

- ”Neighborhood Park C1” shall be a minimum of 2.5 acres in size and shall be located southeast of the Main Amenity Area in the general location reflected on **Exhibit 2 – Illustrative Master Plan**. Neighborhood Park C1 shall include a multi-use turf area, a gathering ramada (with picnic areas, BBQ grills, benches, etc.), and a shaded tot lot and shall be generally consistent with **Exhibit 7 – Neighborhood Park C1** attached hereto.

- ”Neighborhood Park C2” shall be a minimum of 0.5 acres in size and shall be located south of the Main Amenity Area in the general location reflected on **Exhibit 2 – Illustrative Master Plan**. Neighborhood Park C2 shall include a multi-use turf area, a gathering ramada (with picnic areas, BBQ grills, benches, etc.), and a cornhole area and shall be generally consistent with **Exhibit 8 – Neighborhood Park C2** attached hereto.

Additionally, several passive open space areas shall be located throughout the community and along the perimeter, including larger areas adjacent to the community’s south entrance from Lower Buckeye Parkway and adjacent to the Bullard Wash in order to facilitate access and enjoyment of the wash corridor amenity.

VI. Additional Design Elements

In order to meet the "Reduced" comparable zoning designation and associated development standards for the Land Use Districts currently approved for *Fulton Homes at Ballpark Village*, the 1st Amended PAD identifies certain minimum additional Design Elements that would be provided as required by Section 3-2-3-D-4 of the Zoning Ordinance. Due to the changes to *Fulton Homes at Ballpark Village* proposed by the 2nd Amended PAD, some minor modifications to the provided additional Design Elements are necessary, though the required number of additional Design Elements in each category will still be provided as noted in **Table 3** on the following page.

Table 3 – *Fulton Homes at Ballpark Village* Additional Design Elements Table

Land Use District	Underlying Zoning District	Amenity Elements	Connectivity Elements	Streetscape Elements
R60	R1-6	0	0	0
R50	R1-6 Reduced	1	2	2
R45	R1-4 Reduced	2	4	4

Therefore, for the R50 and R45 Land Use Districts the 2nd Amended PAD proposes that the following minimum additional Design Elements be provided. As set forth below, certain of the Streetscape Elements described below will be considered an additional Streetscape Element for each of these Land Use Districts.

Amenity Elements

1. Adjacent to Community Amenity – Pedestrian connections to the Bullard Wash (associated trail to be constructed by the City) shall be provided and shall be in general conformance with the connections depicted on **Exhibit 9 – Pedestrian Connectivity Plan** (1 additional pedestrian connection added from 1st Amended PAD).

2. Additional Amenities – Two (2) structurally covered/shaded seating nodes, with associated trail signage, shall be provided along the Bullard Wash trail (to be constructed by the City) adjacent to *Fulton Homes at Ballpark Village* in general conformance with the locations and details depicted on **Exhibit 9 – Pedestrian Connectivity Plan** (no change from 1st Amended PAD).

3. Additional Internal Park Elements – The following Additional Internal Park Amenities shall be provided in the six (6) parks that are to be developed within *Fulton Homes at Ballpark Village*:

    - "Main Park A1" (Main Amenity Area):

        - Aquatic center with lap lanes, and a kid's pool area with aquatic play toys (minimum pool water surface area of 4,500 SF and minimum pool deck area of 10,000 SF)
        - Restrooms
        - Shaded tables/lounge chair seating
        - Clubhouse facility with fitness center
        - Shaded tot lot
        - Gathering ramadas (with picnic areas, game tables, ping pong table, BBQ grills, plaza area, etc.)
        - Pickle ball courts
        - Cornhole area
        - Full basketball court

        - Multi-use turf area

    - "Neighborhood Park B1":

        - Half basketball court
        - Event lawn turf area
        - Cornhole area
        - Gathering ramada (with picnic areas, BBQ grills, benches, etc.)
        - Shaded tot lot

    - "Neighborhood Park B2":

        - Shaded tot lot
        - Half basketball court
        - Gathering ramada (with picnic areas, BBQ grills, benches, etc.)
        - Multi-use turf area

    - "Neighborhood Park B3":

        - Full basketball court
        - Multi-use turf area
        - Gathering ramada (with picnic areas benches, etc.)
        - Cornhole area
        - Shaded tot lot

    - "Neighborhood Park C1":

        - Multi-use turf area
        - Gathering ramada (with picnic areas, BBQ grills, benches, etc.)
        - Shaded tot lot

    - "Neighborhood Park C2":

        - Multi-use turf area
        - Gathering ramada (with picnic areas, BBQ grills, benches, etc.)
        - Cornhole area

Connectivity Elements

1. Limited Subdivision Perimeter Wall – Except as may be modified to comply with applicable development standards and final platting, the design of the walls and fencing installed around the perimeter of *Fulton Homes at Ballpark Village* shall be consistent with the walls and fencing reflected in **Exhibit 10 - Conceptual Wall Plan** which provides that approximately 55% of the total project perimeter is comprised of partial view wall or full view/drainage fencing (a significant increase over the 1st Amended PAD):

    - Ballpark Frontage:

        - The lots adjacent to the north and east sides of the existing ballpark shall be developed such that the majority of such lots either front or side to the ballpark and a partial view wall shall be installed along approximately 80% of the perimeter of *Fulton*

Homes at Ballpark Village adjacent to the ballpark (this is a significant increase over the 1st Amended PAD).

- Bullard Wash:
  - Approximately 79% of the perimeter of *Fulton Homes at Ballpark Village* adjacent to the Bullard Wash shall be either partial view wall or full view/drainage fencing.
- Estrella Parkway:
  - Approximately 25% of the lots adjacent to Estrella Parkway shall be developed so the lots side to this arterial street. Further, a partial view wall shall be constructed along approximately 50% of the frontage along Estrella Parkway.
- Yuma Road:
  - A partial view wall shall be constructed along approximately 22% of the frontage along Yuma Road.

2. Trail System Connections – *Fulton Homes at Ballpark Village* will be developed to provide pedestrian connections to the Bullard Wash and the associated trail system (to be constructed by the City) in general conformance with **Exhibit 9 – Pedestrian Connectivity Plan** (1 additional pedestrian connection added from 1st Amended PAD).

3. Infill Development – *Fulton Homes at Ballpark Village* is located within the City's "Ballpark Village" Growth Area as identified in the City's General Plan, and its location and numerous pedestrian connections to the exterior/perimeter of the community provide easy and quick access to nearby amenities such as schools, trails (Bullard Wash), and parks.

4. Additional Connectivity Elements – A minimum of 11 pedestrian connections to the exterior/perimeter of the community shall be provided as described below and as generally depicted in **Exhibit 9 – Pedestrian Connectivity Plan.** The pedestrian connections required herein may be gated to prohibit "pass-thru" pedestrian traffic from the surrounding property. Pedestrian gates built in tandem with vehicular entries shall count as one (1) pedestrian connection (1 additional pedestrian connection added from 1st Amended PAD):
   - Arterial Street (Estrella Parkway, Yuma Road, Lower Buckeye Parkway):
     - A minimum of five (5) pedestrian connections from the interior of the community out to the sidewalks along the adjacent arterial streets shall be provided.
   - Bullard Wash:
     - A minimum of four (4) pedestrian connections from the interior of the community out to the wash corridor and associated trail (to be constructed by City) shall be provided.
   - Wood Boulevard:
     - A minimum of two (2) pedestrian connections from the interior of the community out to Wood Boulevard, including connections to the existing sidewalks stubbed out to *Fulton Homes at Ballpark Village*, shall be provided.

Streetscape Elements

The specific additional Streetscape Elements required to support the reduced development standards for the R50 and R45 Land Use Districts shall be determined during the development of the subsequent new Preliminary Plat for *Fulton Homes at Ballpark Village*. At least two (2) of the following Streetscape Elements shall be incorporated into all areas of the community developed as the R50 Land Use District and at least four (4) of the following Streetscape Elements shall be incorporated into all areas of the community developed as the R45 Land Use District. The following Streetscape Elements will count as one (1) Streetscape Element for each of these Land Use Districts: (i) the construction of the entry roads and entry monument signs in conformance with the "Additional Streetscape Elements (Enhanced Entry Roads)"; (ii) the construction of the project entry monumentation and the regional Ballpark Village Entry Monumentation as described in "Additional Streetscape Elements (Ballpark Village and Regional Monumentation)"; and (iii) the development of all six (6) internal parks in conformance with the "Additional Streetscape Elements (Amenity Parks lined with Streets)".

1. Paving Material – All driveways and sidewalks connecting the driveways to the front entrances of the homes on the R60, R50, and R45 platted lots will be constructed with decorative pavers (no change from 1st Amended PAD).

2. Additional Streetscape Elements (Ballpark Village and Regional Monumentation) - The project name is "*Fulton Homes at Ballpark Village*" which shall be reflected on all project entry monumentation in general conformance with **Exhibit 11 – Conceptual Entry Monumentation**. Entry monuments shall be installed at both main entrances into the community (the entrance from Yuma Road and the entrance from Lower Buckeye Parkway). In addition, regional "Ballpark Village" monumentation in general conformance with **Exhibit 12 – Conceptual Regional Monumentation** shall be installed at the southeast corner of Estrella Parkway and Yuma Road and the northwest corner of Lower Buckeye Parkway and Bullard Avenue (no change from 1st Amended PAD).

3. Additional Streetscape Elements (Amenity Parks Lined with Streets) - The Main Amenity Area ("Main Park A1") and at least 3 of the 5 Neighborhood Parks shall be lined with streets on at least 3 of the 4 sides, thereby creating an enhanced open feel and streetscape around these park areas, as depicted in **Exhibit 2 – Illustrative Master Plan**.

4. Additional Streetscape Elements (Enhanced Entry Roads) – The two entrances into the community (one off of Yuma Road and the other off of Lower Buckeye Parkway) shall include enhanced entry roads with center medians and detached sidewalk parkways, featuring resort-like landscaping as depicted in **Exhibit 11 – Conceptual Entry Monumentation** (no change from 1st Amended PAD).

5. Additional Streetscape Elements (Pre-Plotted Home Elevations) - Fulton Homes will pre-plot/pre-determine the home elevation on every lot in the community to ensure the same elevations are never adjacent to, or across the street from one another (no change from 1st Amended PAD).

6. Additional Streetscape Elements – Other streetscape elements not minimally required by any other regulation, ordinance, policy, standard or master plan adopted by the City that meet the stated purpose and provide the same impact to the community as the listed elements may be approved (no change from 1st Amended PAD).

VII. Design Guidelines

The required design guidelines for *Fulton Homes at Ballpark Village* shall be in conformance with the requirements of Section 3.1 (General Guidelines for Single-Family Residential) and Section 3.2.A (Specific Single-Family Use Type Guidelines, Single-Family Detached) of the City of Goodyear Design Guidelines Manual, except as modified by the following:

Section 3.1.A.1.b – Site Design: Site Layout

- If lots are located at the end of T-intersections, driveways/garages shall be positioned on the side of the lots closest to the T-intersection. (no change from 1st Amended PAD).

Section 3.1.A.1.g – Site Design: Site Layout

- All corner lots shall be located adjacent to a minimum 10-foot-wide landscape tract (no change from 1st Amended PAD).

Section 3.1.A.3.b – Site Design: Access & Circulation

- The main collector road within *Fulton Homes at Ballpark Village* shall be exempt from the guideline discouraging long, straight local streets, with no traffic calming or stop devices, in excess of 1,320 feet. All local streets within will comply with this guideline. It should be noted however that 1 (one) traffic calming "table" will be provided on the main collector road across from Main Park A1, which represents the approximate mid-point of this main collector road through the community.

Section 3.1.A.3.c – Site Design: Access & Circulation

- The main collector road within *Fulton Homes at Ballpark Village* shall be exempt from the guideline encouraging traffic calming devices such as roundabouts, landscape islands or medians to reduce the potential speed of traffic where a signal or stop sign is not provided, with the exception of 1 (one) traffic calming "table" location across from Main Park A1. *Fulton Homes at Ballpark Village* is gated at both ends of the main collector road, thereby eliminating pass-through traffic that would increase the potential for speeding.

Section 3.1.A.3.d.v – Site Design: Access & Circulation

- *Fulton Homes at Ballpark Village* will provide the trail/pathway crossings required by this guideline, but such crossings will not include pavers, colored concrete or stamped concrete. In the event it is determined necessary for safety purposes, such crossings will be striped instead.

Section 3.1.A.5.f – Site Design: Landscaping

- The local streets within *Fulton Homes at Ballpark Village* will not provide a planter strip with detached sidewalks. However, the main collector road within *Fulton Homes at Ballpark Village* will provide this in conformance with this guideline.

Sections 3.1.A.6.b & 3.1.A.6.c – Site Design: Perimeter Walls & Fences

- Perimeter walls and fencing shall be installed adjacent to the perimeter of *Fulton Homes at Ballpark Village* in general conformance with **Exhibit 10 – Conceptual Wall Plan** (no change from 1st Amended PAD).

Section 3.1.B.1.d – Architectural & Building Design: Massing & Articulation

- The requirement that two-story single-family residential units have single-story elements closest to the front of the house and/or next to the street does not apply to the development of *Fulton Homes at Ballpark Village* (no change from 1st Amended PAD).

Section 3.2.A.1.a.iv – Single-Family Detached: Standard Plan Guidelines for Multi-Lot Development

- The housing product for *Fulton Homes at Ballpark Village* will provide three (3) roof material options, but all will be concrete tile in either a smooth flat, textured flat, or barrel/mission style.

Section 3.2.A.3.a. – Single-Family Detached: Massing & Articulation

- The housing product for *Fulton Homes at Ballpark Village* will provide usable, covered outdoor patios on the rear side of each home. The minimum dimensions will be 100 square feet, with a minimum interior dimension of eight feet (8').

VIII. Impact on Infrastructure Improvements & Permitting

With respect to the permitting and construction of *Fulton Homes at Ballpark Village*, Fulton has already secured mass grading permits from the City for the currently approved 1st Amended PAD and Preliminary Plat, supporting the substantial material import needed to elevate portions of the community. This grading complies with the Conditional Letter of Map Revision ("CLOMR") requirements, addressing modeled flood flows from Bullard Wash crossing Lower Buckeye Parkway. The proposed 2nd Amended PAD (and subsequent new Preliminary Plat) will fully utilize the imported material.

Fulton has also secured City approval of improvement plans for offsite infrastructure improvements to Estrella Parkway, Goodyear Boulevard, Yuma Road (Phases 1 and 2), Lower Buckeye Parkway, and Bullard Avenue, which remain unaffected by the proposed 2nd Amended PAD (and subsequent new Preliminary Plat). Stand-alone improvement plans for Yuma Road Phase 2, encompassing road widening, sidewalk enhancements, and utility installations, are supported by the Development Agreement. Fulton is already mobilizing a construction team to initiate these Yuma Road Phase 2 improvements.

In order to expedite construction phasing and align with desired development schedules, and as approved by the City during the Pre-Application process for this 2nd Amended PAD, the previously approved off-site improvement plans for Estrella Parkway, Yuma Road Phase 1, Goodyear Boulevard, Lower Buckeye Parkway, and Bullard Avenue will be separated from the revised Final Plats, onsite improvement plans and associated improvements that will follow this 2nd Amended PAD. Additionally, Fulton will submit a Map of Dedication ("MOD") to formalize minor right-of-way and utility easements for these off-site improvements, as generally depicted in the Phasing Plan including with this request (see **Exhibit 13 – Phasing Plan** attached hereto). The City has agreed that these separated plans and the

MOD will be reviewed and permitted concurrently with the 2nd PAD Amendment and subsequent new Preliminary Plat applications to expedite project delivery and minimize delays.

Finally, it should be noted that Fulton is proposing to name the main collector road through *Fulton Homes at Ballpark Village* (between the two gated access points) "Fulton Parkway".

IX. Rezoning Evaluation Criteria

The 2nd Amended PAD request for *Fulton Homes at Ballpark Village* responds to the rezoning evaluation criteria outlined in Section 1-3-1.D.3 of the City's Zoning Ordinance:

a. *Consistency with the goals, objectives, policies, and future land use map of City's General Plan; consideration of current market factors, demographics, infrastructure, traffic, and environmental issues; and if conditions have changed significantly since the Plan was adopted;*

   This request is still consistent with the goals, objectives, policies, and development standards of the General Plan, as well as *Fulton Homes at Ballpark Village*'s existing "Neighborhood" General Plan land use designation. The 2nd PAD Amendment will not change the existing approved single-family residential use, only modifies two of the approved Land Use Districts within the community and provides an upgraded amenity package.

b. *Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district;*

   Fulton Homes at Ballpark Village is zoned PAD and already approved for single-family residential development. The 2nd PAD Amendment does not make any changes to the approved use, for which the subject property has been deemed suitable by the City. The 2nd PAD Amendment will not change the existing approved single-family residential use, only modifies two of the approved Land Use Districts within the community and provides an upgraded amenity package.

c. *Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of such things as land suitability, environmental impacts, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential impact on property values;*

   As previously indicated, *Fulton Homes at Ballpark Village* is zoned PAD and already approved for single-family residential development. The 2nd PAD Amendment does not make any changes to the approved use, which the City has already deemed to be compatible with the surrounding uses and zoning.

d. *Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under proposed zoning district would be better suited to the subject property than the uses allowed under current zoning;*

   As previously indicated, the 2nd PAD Amendment does not change the subject property's existing PAD zoning or the approved single-family residential land use. This use is consistent and compatible with the other uses in the surrounding area.

e. *Demand for the types of uses permitted in the proposed zoning district in relation to amount of land currently zoned and available to accommodate the demand;*

As previously indicated, this request does not change the subject property's existing PAD zoning or the approved single-family residential land use. There is a very high demand in the market currently for this use and not enough supply to satisfy that demand. The modifications to the Land Use Districts proposed with this request, including the upgraded amenity package, will make *Fulton Homes at Ballpark Village* even more attractive to today's homebuyers and provide additional housing option diversity for the City.

f. *Demands for public services that will be generated by the uses permitted in the proposed zoning district and requirements for meeting such demands in terms of public infrastructure and facilities and other capital equipment, such as water supplies, water treatment, storage, and distribution facilities, wastewater treatment, recharge and distribution facilities, streets, bridges, schools, and emergency services facilities and equipment;*

This request is not changing the approved single-family land use, but it is reducing the approved density. Therefore, the 2nd PAD Amendment serves to reduce the project's impact on public infrastructure, water and wastewater facilities, schools, police, fire, or other emergency services.

g. *Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided;*

Much of the infrastructure and utilities required for the development of *Fulton Homes at Ballpark Village* are already in place and the City is already providing the required public services in the surrounding area. Again, this request will not change the approved single-family land use but will reduce the approved density. It is not changing the new infrastructure required to serve the project (which will be constructed by Fulton).

h. *General public's concerns;*

As of the submittal of this application, Fulton is not aware of any public concerns. It is however understood that the City will route this application to various stakeholders and the adjacent property owners will be notified. Fulton will therefore work to resolve any concerns that may arise.

i. *Whether the amendment promotes orderly growth and development; and*

This request will help promote orderly growth and development by allowing Fulton to offer housing product options that are in high demand by today's homebuyers and respond to the current housing market. As noted previously, this amendment has no impact at all on the infrastructure that Fulton will be constructing to support the project.

j. *Any other factors related to the impact of the amendment on the general health, safety, and welfare of the citizens of the City and the general public.*

This request will have no adverse impact on the health, safety, or welfare of the citizens of the City or the general public.

X. Conclusion

In summary, the requested 2nd Amended PAD is not changing the approved single-family residential land use, though it will reduce the approved density, thereby reducing the impacts on City infrastructure and services. It will simply modify the approved Land Use Districts, thereby allowing Fulton to provide additional housing product offerings that are in high demand and respond better to the current housing market. In consideration of this request, Fulton is enhancing the amenity package at *Fulton Homes at Ballpark Village* with upgraded amenities, additional open space and more neighborhood parks, distributed more thoughtfully throughout the community.

The 2nd Amended PAD proposed with this request is compatible and appropriate for this location and is consistent with the subject property's existing "Neighborhood" General Plan land use designation, as well as the overall goals, policies, and development standards of the General Plan.

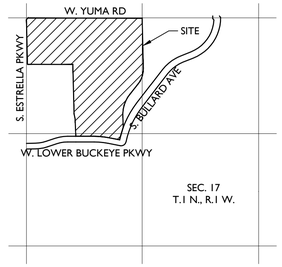
Exhibit 1 – Context Map

CONTEXT MAP EXHIBIT
FOR
FULTON HOMES AT BALLPARK VILLAGE

A PORTION OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

VICINITY MAP

N.T.S.



PROJECT TEAM

DEVELOPER:
FULTON HOMES
9140 S. KYRENE ROAD, SUITE 202
TEMPE, AZ 85284
TEL: (480)-753-6789
CONTACT: NORM NICHOLLS
NNicholls@fultonhomes.com

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1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: BRIAN NICHOLLS, PE
Brian.Nicholls@epsgroupinc.com

OWNER'S REPRESENTATIVE:
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7144 E STETSON DRIVE, SUITE 300
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CWebb@roselawgroup.com

PLANNER:
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1130 N ALMA SCHOOL RD., SUITE 120
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TEL: (480)-503-2250
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CONTACT: JOSH HANNON
josh.hannon@epsgroupinc.com

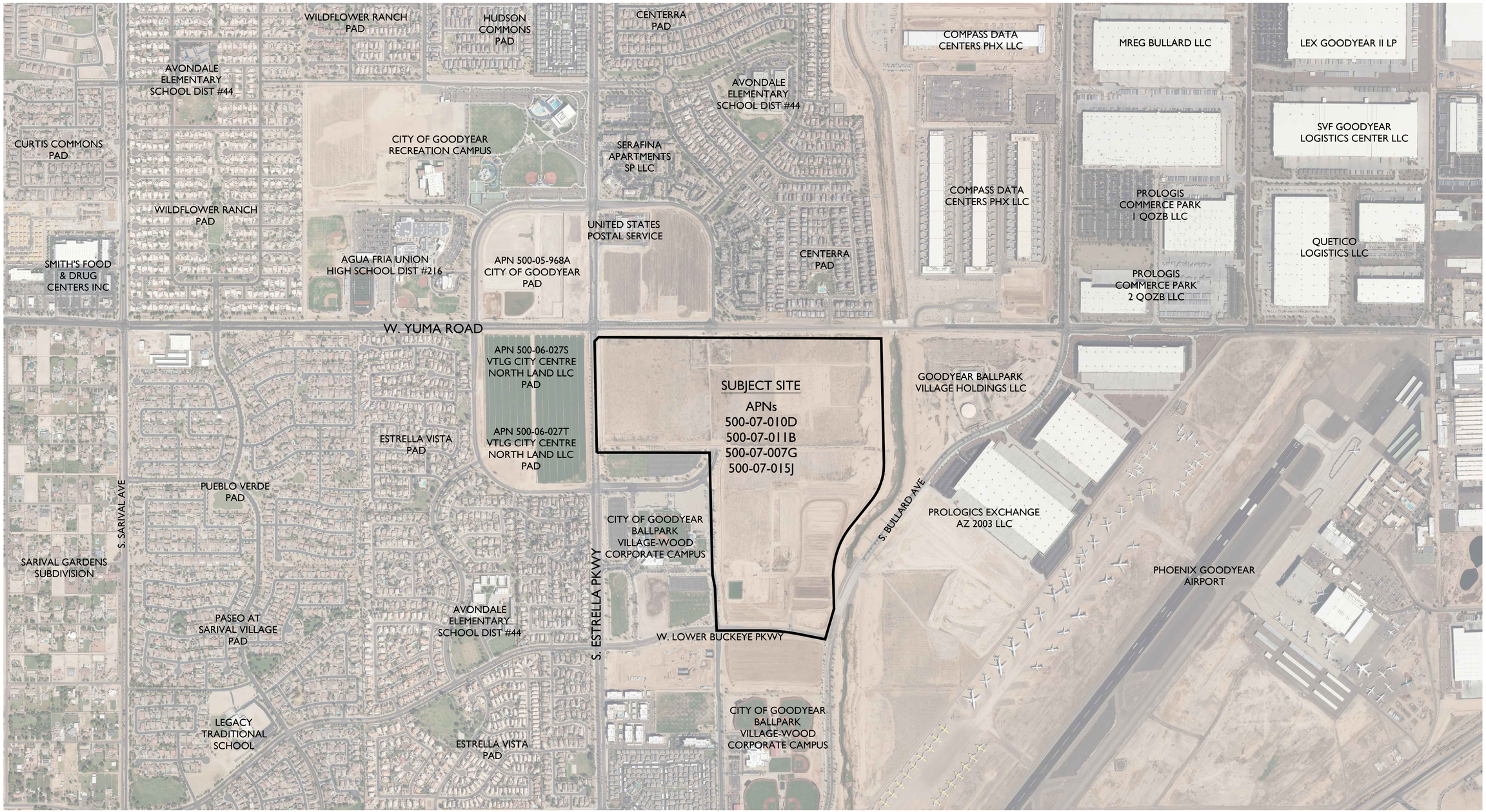
LANDSCAPE ARCHITECT:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: ALIZA SABIN, RLA
Aliza.Sabin@epsgroupinc.com

PROJECT DATA

A.P.N.	500-07-010D, 500-07-011B, 500-07-007G, 500-07-015J
PROPOSED GENERAL PLAN:	NEIGHBORHOOD
EXISTING ZONING:	PAD
GROSS AREA:	± 156 ACRES

NORTH

500 0 500 1000
scale feet



EPS GROUP
1130 N. Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Fulton Homes at Ballpark Village
Goodyear, AZ

Context Map

Project:

Revisions:

AUGUST 26, 2025 - PRE-APPLICATION SUB.

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: JH
Drawn by: JAJ

Preliminary
Not For
Construction
Or
Recording

Job No.
25-1088

CONTEXT

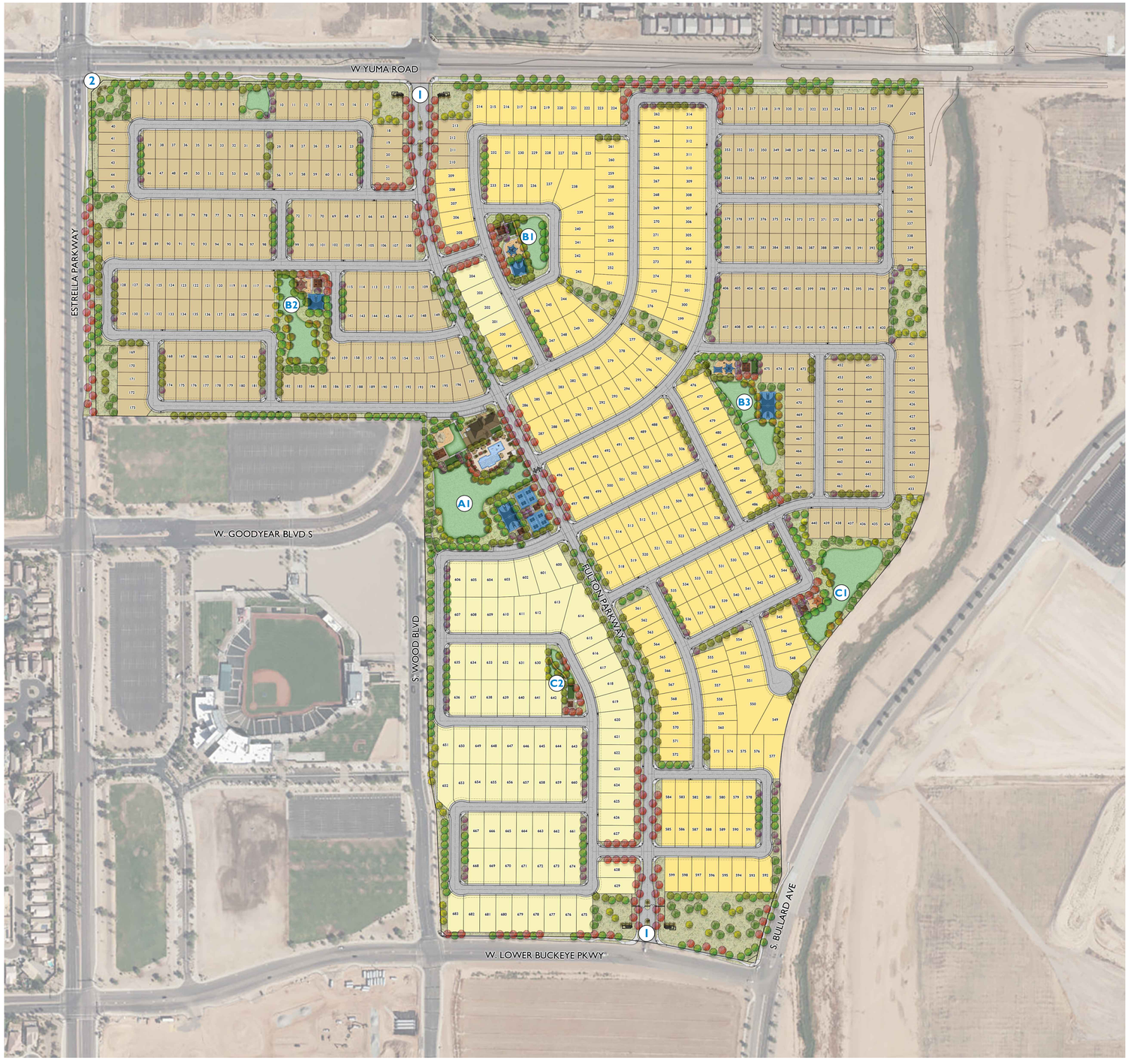
Sheet No.
1
of 1

25-1088 - Fulton Homes at Ballpark Village

Aug 22, 2025 4:55pm S:\Projects\2025\25-0188\Planning\Drawings\Exhibits\25-1088 – Context Map.dwg

jjuarez

Exhibit 2 – Illustrative Master Plan



PROJECT DATA

A.P.N.	500-07-010D, 500-07-011B, 500-07-007G, 500-07-015J
EXISTING GENERAL PLAN:	NEIGHBORHOOD
EXISTING ZONING:	PAD
GROSS AREA:	± 164.92 ACRES
NET AREA:	± 155.50 ACRES
NET DENSITY:	4.4 DU/AC
NO. OF LOTS:	
45' x 105'	362 53%
50' x 120'	233 34%
60' x 130'	88 13%
TOTAL	683 100%
MIN. LOT AREA:	5,055 SQ FT
MAX. LOT AREA:	18,697 SQ FT
OPEN SPACE:	± 35.36 ACRES (22.7% OF NET)

AMENITY LEGEND

MAIN AMENITY

A1 AQUATIC CENTER
- KID'S POOL PLAY AREA
- LAP LANES
- POOL LOUNGE AREA
- RESTROOMS
- SHADED LOUNGE SEATING
- SHADED TABLES AND CHAIRS

CLUBHOUSE
- FITNESS CENTER
- KITCHEN AND RECEPTION HALL
- RESTROOMS
- OUTDOOR KITCHEN
- OUTDOOR SHADED SEATING
- EXPANDED PLAZA

ACTIVE RECREATION
- EVENT LAWN/ACTIVE TURF AREA
- LARGE SHADED TOT LOT WITH SWINGS AND BENCHES
- 30 x 40 GATHERING RAMADA WITH PICNIC TABLES, CHESS TABLE, PING PONG TABLE, AND EXTENDED PLAZA
- CORNHOLE PLAZA

SPORT COMPLEX
- 4 PICKLEBALL COURTS
- 20 x 20 PICKLEBALL RAMADA WITH SEATING
- FULL BASKETBALL COURT
- 20 x 20 GATHERING RAMADA WITH PICNIC TABLES, AND BENCHES WITH EXPANDED PLAZA
- MULTI-USE/ACTIVE TURF AREA

NEIGHBORHOOD PARKS

B1 ACTIVE RECREATION
- 30 x 30 GATHERING RAMADA WITH PICNIC TABLES, BBQ GRILLS, AND BENCHES
- MEDIUM SHADED TOT LOT
- HALF BASKETBALL COURT
- CORNHOLE PLAZA
- EVENT LAWN/ACTIVE TURF AREA

B2 ACTIVE RECREATION
- 30 x 30 GATHERING RAMADA WITH PICNIC TABLES, BBQ GRILLS, AND BENCHES
- MEDIUM SHADED TOT LOT
- HALF BASKETBALL COURT
- MULTI-USE ACTIVE TURF AREA

B3 ACTIVE RECREATION
- 30 x 30 GATHERING RAMADA WITH PICNIC TABLES, EXPANDED PLAZA, AND BENCHES
- MEDIUM SHADED TOT LOT WITH SWINGS
- FULL BASKETBALL COURT
- MULTI-USE ACTIVE TURF AREA
- CORNHOLE PLAZA

C1 ACTIVE RECREATION
- 20 x 20 GATHERING RAMADA WITH PICNIC TABLES, BBQ GRILLS, AND BENCHES
- SMALL SHADED TOT LOT
- MULTI-USE ACTIVE TURF AREA

C2 ACTIVE RECREATION
- 20 x 20 GATHERING RAMADA WITH PICNIC TABLES, BBQ GRILLS, AND BENCHES
- CORNHOLE AREA
- ACTIVE TURF AREA

KEYNOTES

1. GATED ENTRY & MONUMENT SIGNAGE
2. PRIMARY REGIONAL MONUMENT
3. SECONDARY REGIONAL MONUMENT

NORTH

0' 100' 200' 400'

SCALE: 1" = 200'-0"

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

Preliminary Illustrative Master Plan

L-1.01

03.12.2026

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45568 ALIZA E. SABIN Date Signed 03-12-26 ARIZONA, U.S.A.

EPS GROUP

Exhibit 3 – Main Amenity Area



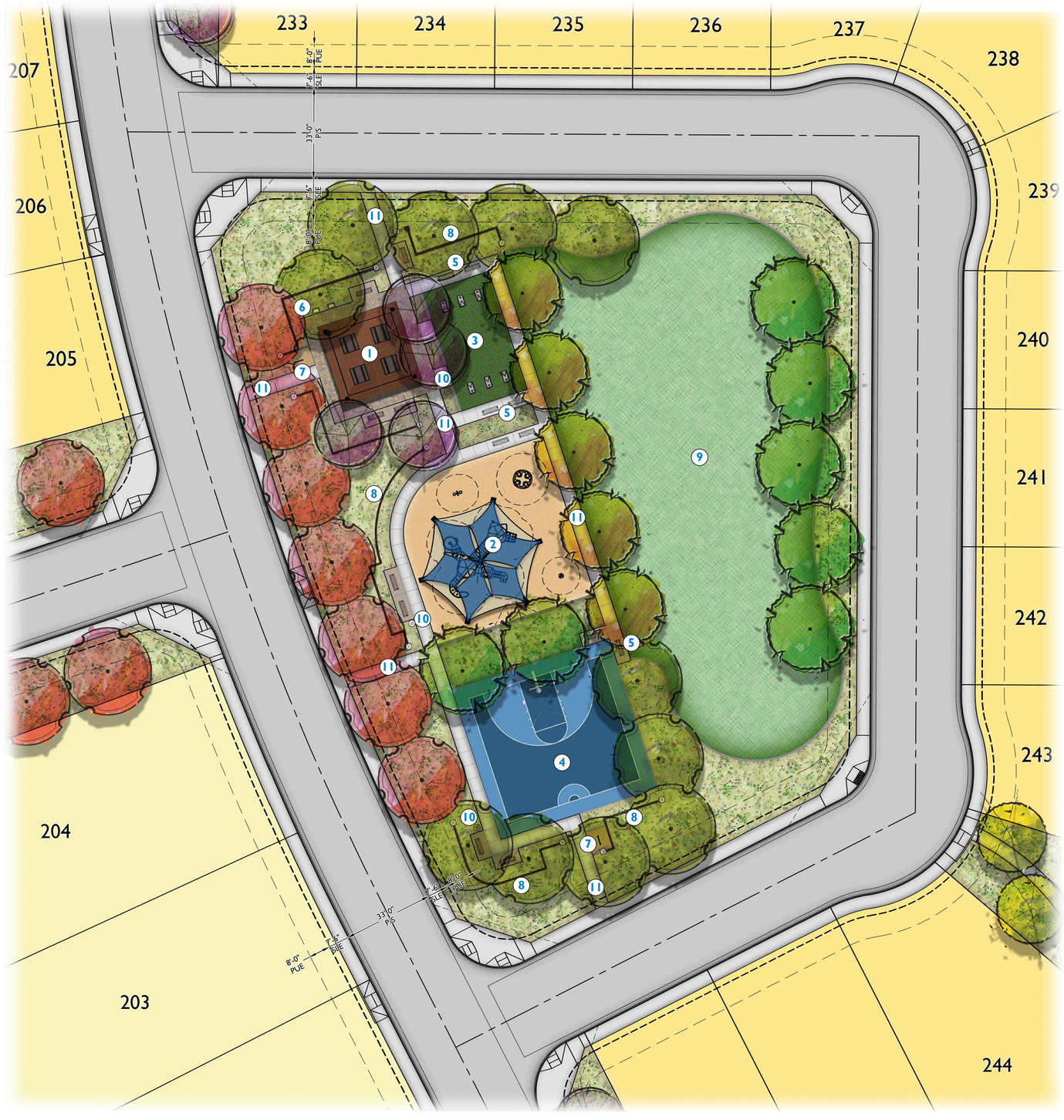
KEYNOTES

1. POOL
2. CLUBHOUSE WITH FITNESS CENTER
3. PEDESTRIAN GATE
4. RESTROOM & POOL EQUIPMENT ENCLOSURE
5. AQUATIC CENTER MONUMENT SIGN
6. AQUATIC PLAY TOYS
7. LAP LANES
8. POOL SHADE UMBRELLA
9. 30' X 40' RAMADA (WITH PICNIC TABLES, CHESS TABLE AND PING PONG TABLE)
10. 20' X 20' RAMADA (WITH PICNIC TABLES)
11. SHADED PLAYGROUND AREA
12. CORNHOLE
13. PICKEBALL COURTS
14. BASKETBALL COURT (FULL SIZE)
15. LANDSCAPE BENCH
16. BBQ GRILL
17. BIKE RACK
18. GARDEN WALL
19. ACTIVE TURF
20. TRASH RECEPTACLE
21. CONCRETE SIDEWALK
22. TRAFFIC CALMING TABLE PEDESTRIAN CROSSING

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
45568
ALIZA E. SABIN
Date Signed 03-12-26
ARIZONA, U.S.A.

EPS GROUP

Exhibit 4 – Neighborhood Park B1



KEYNOTES

1. 30' X 30' RAMADA (WITH PICNIC TABLES)
2. SHADED PLAYGROUND AREA
3. CORNHOLE
4. BASKETBALL COURT (HALF SIZE)
5. LANDSCAPE BENCH
6. BBQ GRILL
7. BIKE RACK
8. GARDEN WALL
9. ACTIVE TURF
10. TRASH RECEPTACLE
11. SIDEWALK

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
45568
ALIZA E. SABIN
Date Signed 03-12-26
ARIZONA U.S.A.

EPS GROUP

Exhibit 5 – Neighborhood Park B2



KEYNOTES

1. 30' X 30' RAMADA (WITH PICNIC TABLES)
2. SHADED PLAYGROUND AREA (WITH SWING SET)
3. CORNHOLE
4. BASKETBALL COURT (FULL SIZE)
5. LANDSCAPE BENCH
6. BBQ GRILL
7. BIKE RACK
8. GARDEN WALL
9. ACTIVE TURF
10. TRASH RECEPTACLE
11. SIDEWALK

NORTH

0' 10' 20' 40'

SCALE: 1" = 20'-0"

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

Neighborhood Park B2

L-3.03

03.12.2026

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
45568
ALIZA E.
SABIN
Date Signed 03-12-26
ARIZONA U.S.A.

EPS GROUP

Exhibit 6 – Neighborhood Park B3



KEYNOTES

1. 30' X 30' RAMADA (WITH PICNIC TABLES)
2. SHADED PLAYGROUND AREA
3. LANDSCAPE BENCH
4. BBQ GRILL
5. BIKE RACK
6. GARDEN WALL
7. ACTIVE TURF
8. TRASH RECEPTACLE
9. SIDEWALK
10. BASKETBALL COURT (HALF SIZE)

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

Neighborhood Park B3

L-3.04

03.12.2026

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
45568
ALIZA E. SABIN
Date Signed 03-12-26
ARIZONA, U.S.A.

EPS GROUP

Exhibit 7 – Neighborhood Park C1



KEYNOTES

1. 20' X 20' RAMADA (WITH PICNIC TABLE)
2. SHADED PLAYGROUND AREA (WITH SWING SET)
3. LANDSCAPE BENCH
4. BBQ GRILL
5. BIKE RACK
6. GARDEN WALL
7. ACTIVE TURF
8. TRASH RECEPTACLE
9. SIDEWALK

NORTH

0' 10' 20' 40'

SCALE: 1" = 20'-0"

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

Neighborhood Park C1

L-3.05

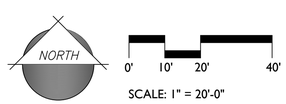
03.12.2026

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
45568
ALIZA E. SABIN
Date Signed 03-12-26
ARIZONA U.S.A.

EPS GROUP

Exhibit 8 – Neighborhood Park C2





KEYNOTES

1. 20' X 20' RAMADA (WITH PICNIC TABLE)
2. CORNHOLE
3. LANDSCAPE BENCH
4. BBQ GRILL
5. BIKE RACK
6. GARDEN WALL
7. ACTIVE TURF
8. TRASH RECEPTACLE
9. SIDEWALK

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

Neighborhood Park C2

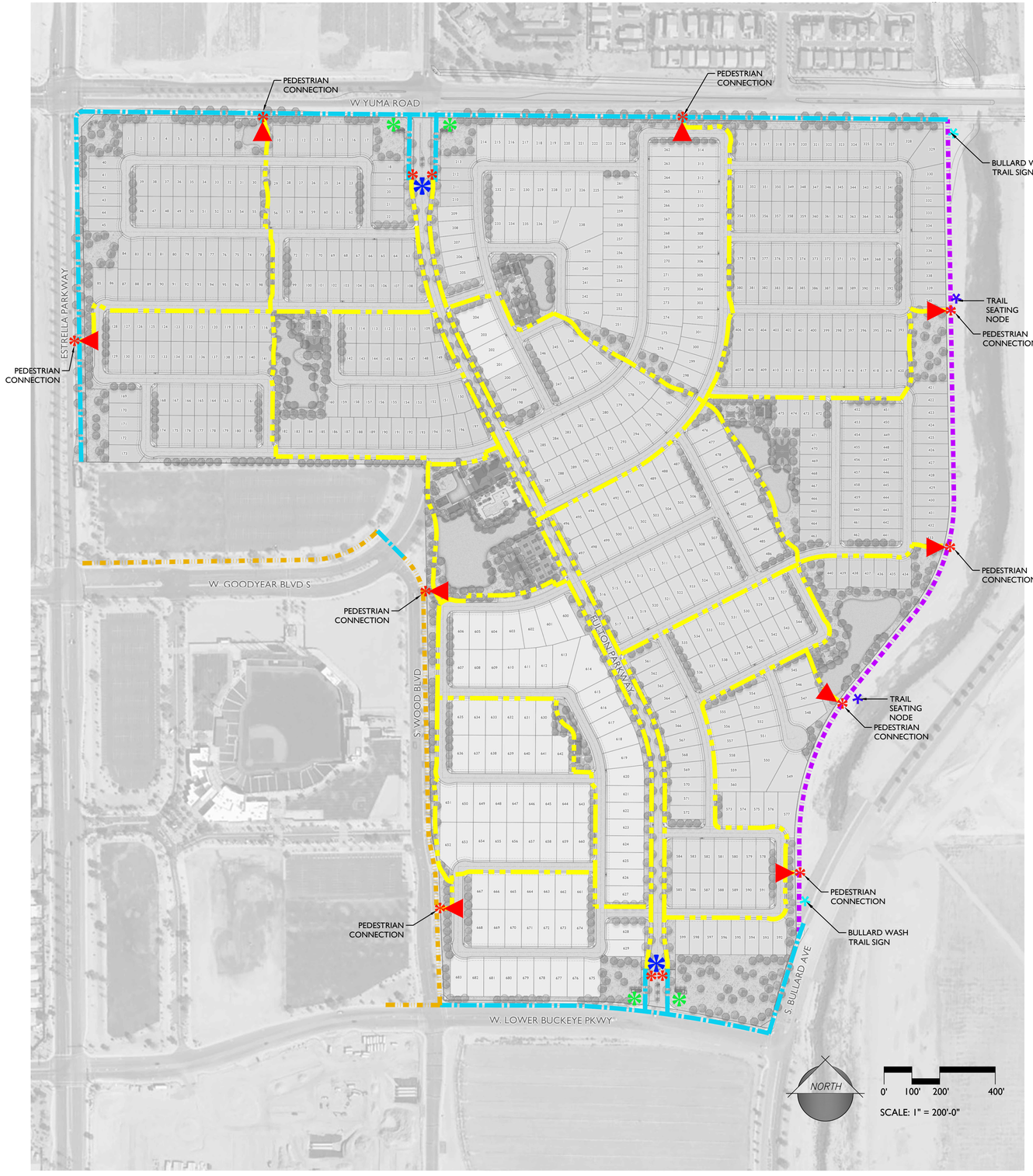
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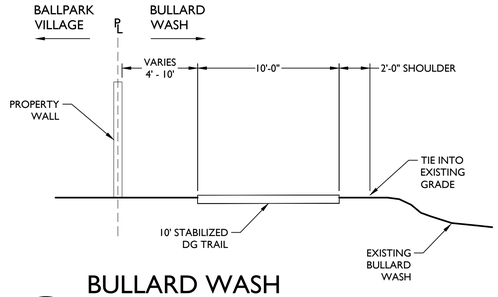
03.12.2026

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
45568
ALIZA E. SABIN
Date Signed 03-12-26
ARIZONA U.S.A.

EPS GROUP

Exhibit 9 – Pedestrian Connectivity Plan



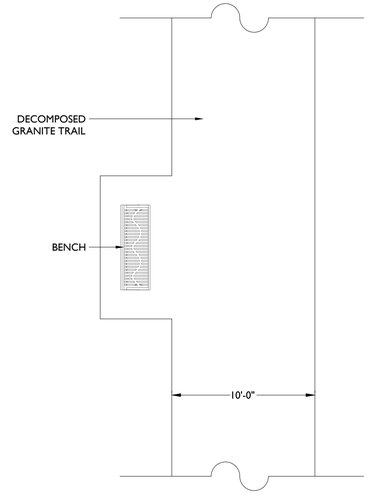


1 BULLARD WASH TRAIL SECTION DETAIL

NTS

LEGEND

- CONNECTIVITY - PEDESTRIAN ACCESS
- CONNECTIVITY - PROPOSED OFFSITE PEDESTRIAN
- CONNECTIVITY - EXISTING OFFSITE PEDESTRIAN
- CONNECTIVITY - BULLARD WASH TRAIL (BY CITY)
- CONNECTIVITY - INTERNAL
- VEHICULAR GATE
- ENTRY MONUMENT
- PEDESTRIAN GATE
- PEDESTRIAN NODE
- BULLARD WASH TRAIL SIGN

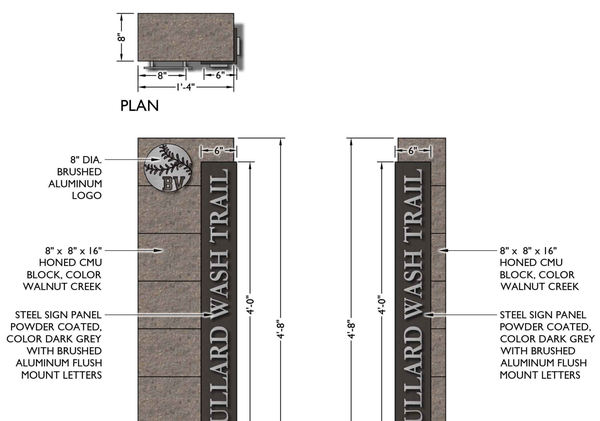






2 BULLARD WASH TRAIL PEDESTRIAN SEATING NODE

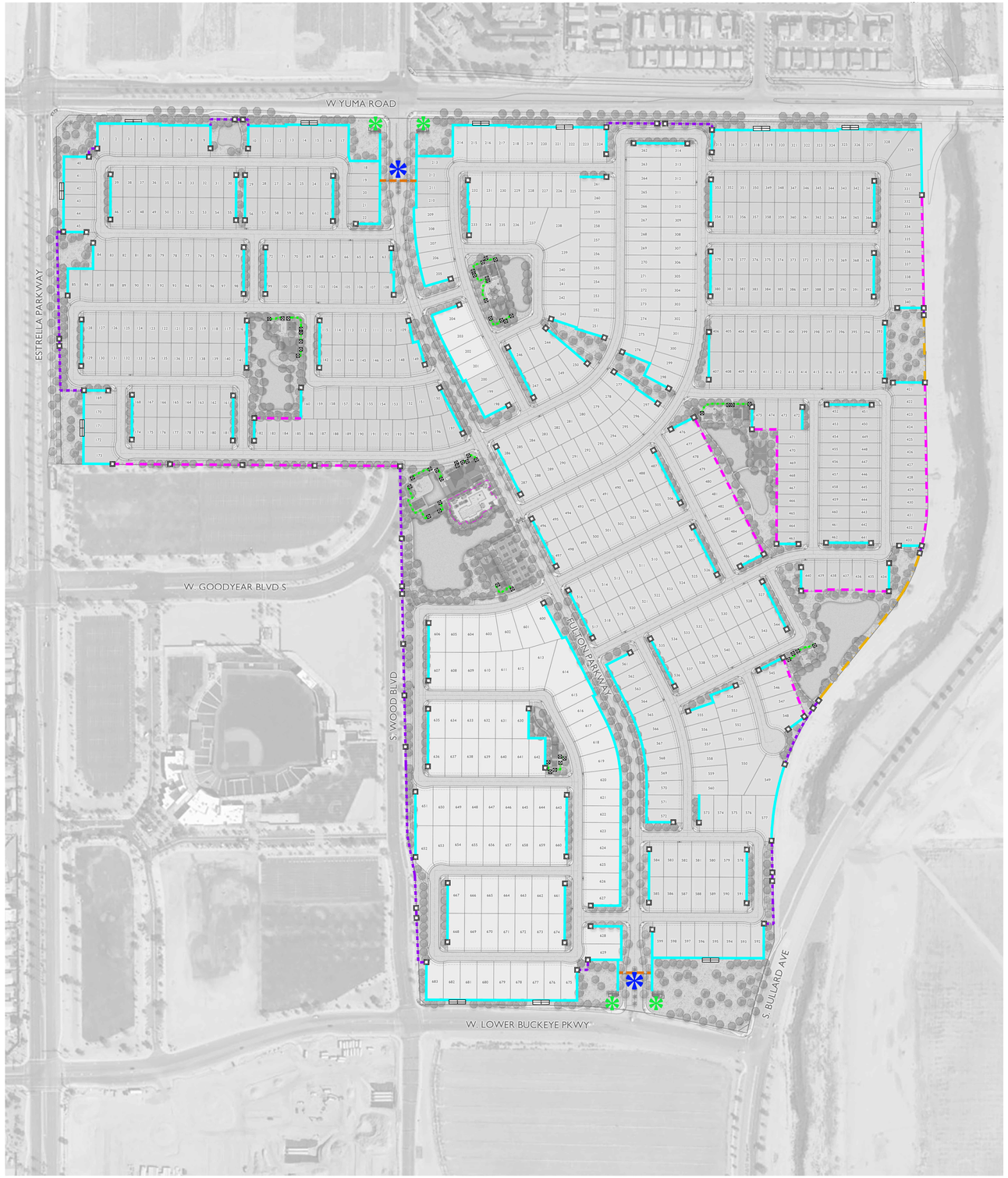
NTS



3 BULLARD WASH TRAIL SIGN

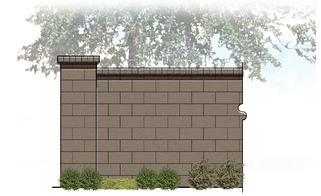
NTS

Exhibit 10 – Conceptual Wall Plan



LEGEND

- THEME WALL
- PARTIAL VIEW WALL TYPE 1
- PARTIAL VIEW WALL TYPE 2
- GARDEN WALL
- POOL FENCE
- DRAINAGE FENCE
- ENTRY MONUMENT / GATE WALL
- GATED ENTRY
- ENTRY MONUMENT
- DECORATIVE COLUMN
- GARDEN WALL COLUMN
- MID-WALL ACCENT



THEME WALL



PARTIAL VIEW WALL TYPE 1



PARTIAL VIEW WALL TYPE 2

GARDEN WALL



POOL / FULL VIEW FENCE



DRAINAGE FENCE



MID-WALL ACCENT

NORTH

0' 100' 200' 400'

SCALE: 1" = 200'-0"

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

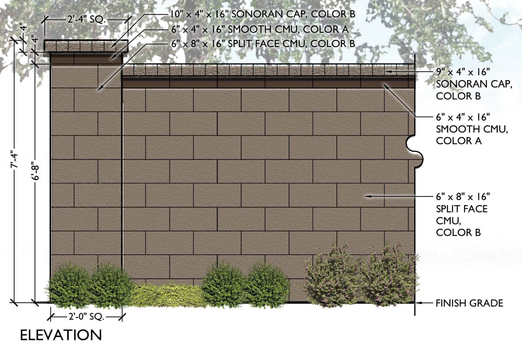
Conceptual Wall Plan

L-4.01

03.12.2026

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
45568
ALIZA E.
SABIN
Date Signed 03-12-26
ARIZONA, U.S.A.

EPS GROUP



ELEVATION

1 THEME WALL

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



ELEVATION

2 PARTIAL VIEW WALL - TYPE 1

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



ELEVATION

3 PARTIAL VIEW WALL - TYPE 2

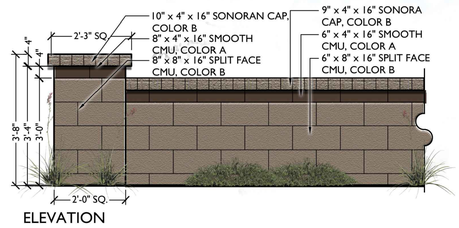
Scale: 1/2" = 1'-0"



ELEVATION

4 MID ACCENT PANEL AT THEME WALL

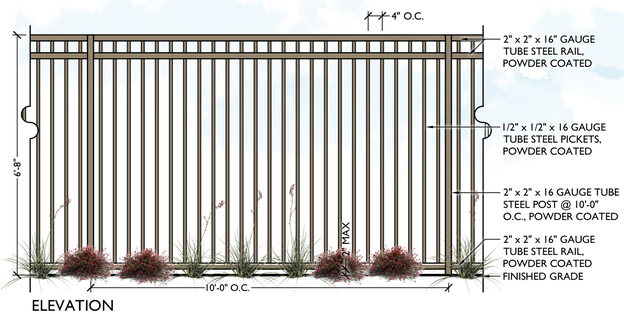
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ELEVATION

5 GARDEN WALL

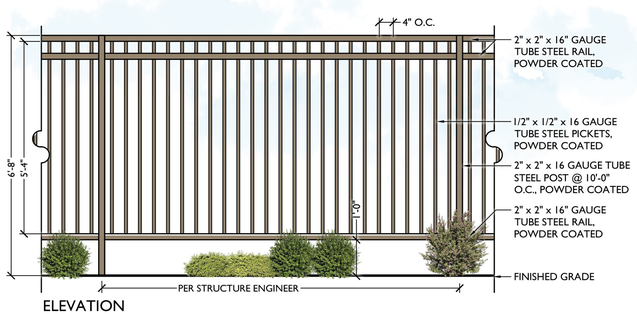
Scale: 1/2" = 1'-0"



ELEVATION

6 POOL / FULL VIEW FENCE

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



ELEVATION

7 DRAINAGE FULL VIEW FENCE

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



ELEVATION

8 PEDESTRIAN GATE

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



METAL POWDERCOATED
Grey Beige RAL 1019 OAE



SMOOTH CMU BLOCK
COLOR A: SW 9183 Dark Clove
by Sherwin Williams, OAE



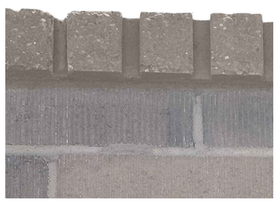
SPLIT FACE CMU BLOCK
COLOR B: SW 7039 Virtual Taupe
by Sherwin Williams, OAE



SONORAN CMU CAP
COLOR B: SW 7039 Virtual Taupe
by Superlite OAE



FOUNDERS FINISH CMU BLOCK
INTEGRAL COLOR C: Desert Blend
by Superlite OAE



SONORAN CMU CAP
INTEGRAL COLOR C: Desert Blend
by Superlite OAE

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

Conceptual Wall Details

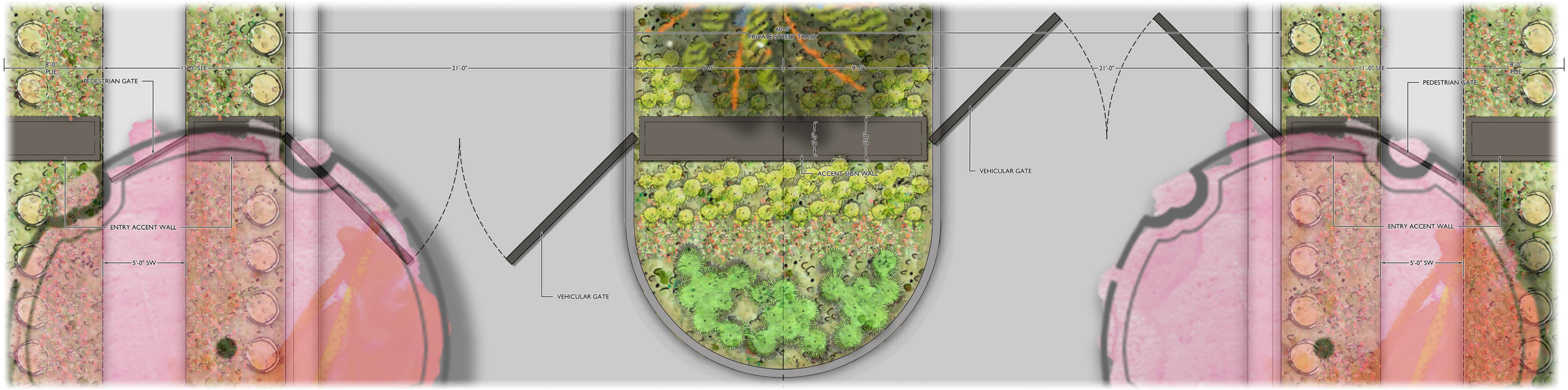
L-5.01

03.12.2026

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
45568
ALIZA E. SABIN
Date Signed 03-12-26
ARIZONA, U.S.A.

EPS GROUP

Exhibit 11 – Conceptual Entry Monumentation



1 SOUTH ENTRY GATE PLAN

Scale: 3/8" = 1'-0"

NOTE:

1. ALL GATES INSTALLED ACROSS A FIRE APPARATUS ACCESS ROAD WILL REQUIRE A SEPARATE SUBMITTAL AND PERMIT.
2. ALL GATES WILL REQUIRE A TRAFFIC PRE-EMPTION DEVICE AND A KNOX KEY SWITCH.



2 SOUTH ENTRY GATE ELEVATION

Scale: 3/8" = 1'-0"

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

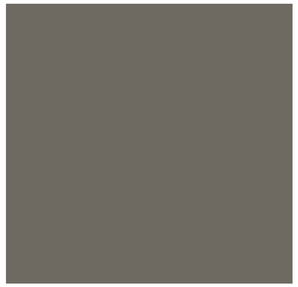
Conceptual Entry Gate

L-2.01

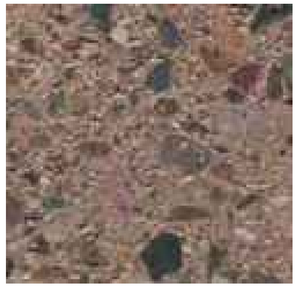
03.12.2026

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
45568
ALIZA E. SABIN
Date Signed 03-12-26
ARIZONA U.S.A.

EPS GROUP



GATE METAL
Color: RAI 7039 Quartz Grey OAE



HONED CMU
Color: Walnut Creek by Superlite OAE



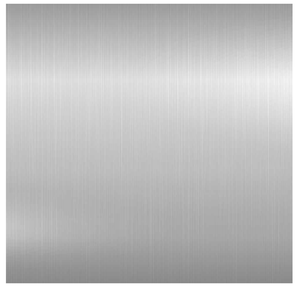
TILE (12" x 24")
Color: Modern Text White MT 50 by Daltile OAE



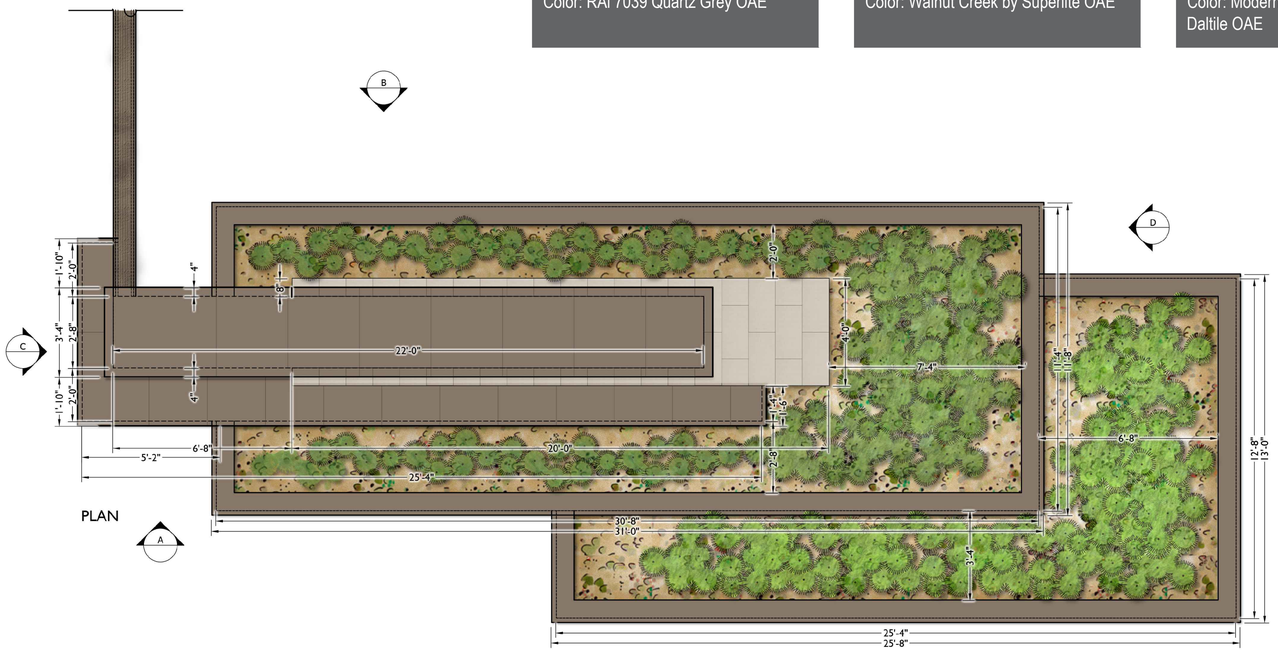
CONCRETE CAP
Color: Cocoa Milk by Mesa Precast OAE

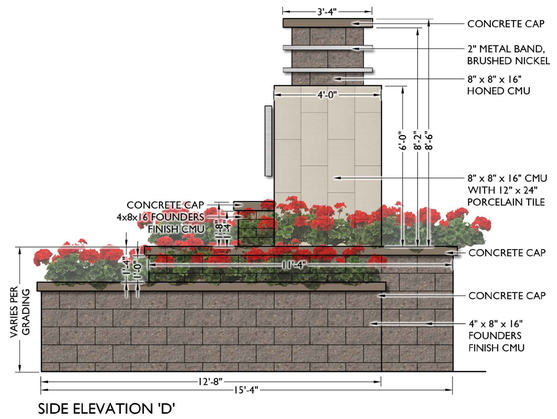


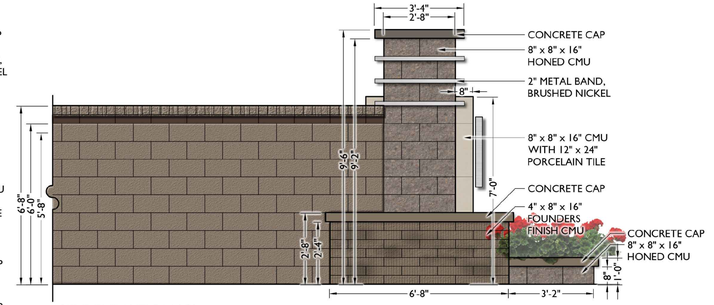
FOUNDERS FINISH
Color: Desert Blend by Superlite OAE

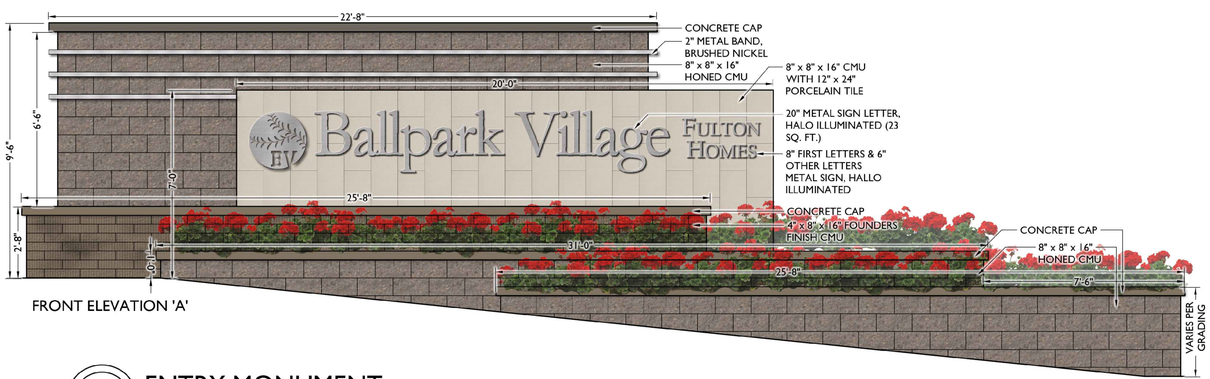


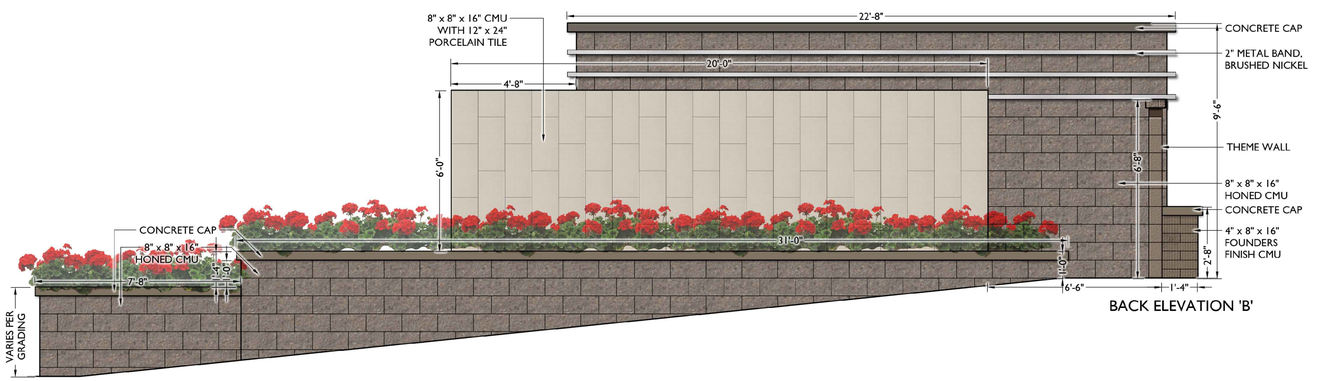
BRUSHED ALUMINUM











1 ENTRY MONUMENT

Scale: 3/8" = 1'-0"

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

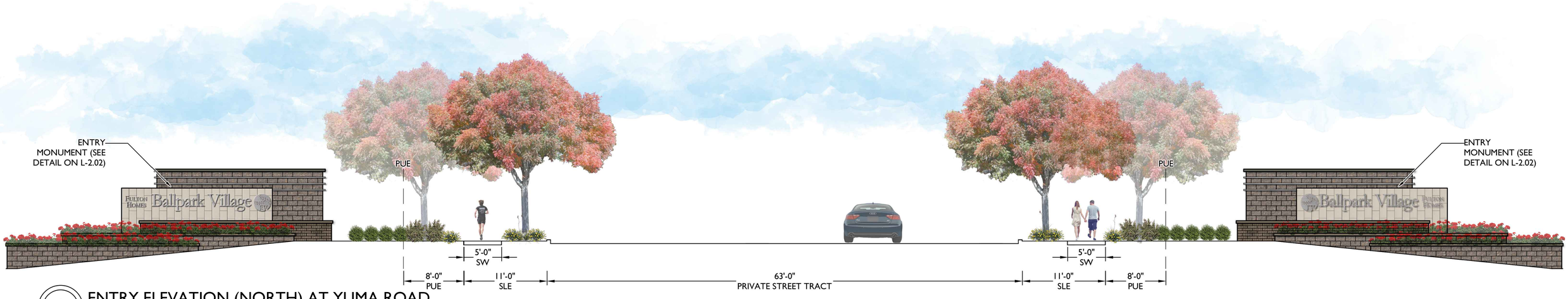
Goodyear, Arizona

Conceptual Entry Monument

L-2.02
03.12.2026

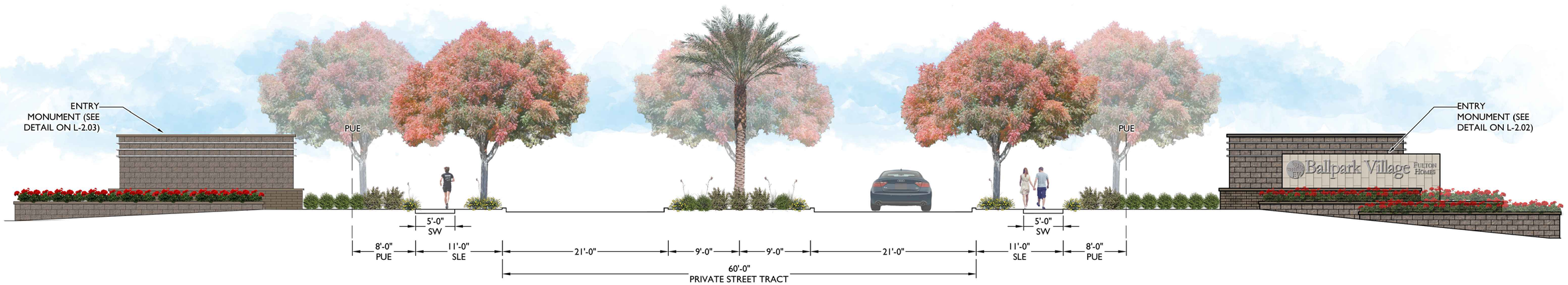
REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
45568
ALIZA E. SABIN
Date Signed 03-12-26
ARIZONA U.S.A.

EPS GROUP



1 ENTRY ELEVATION (NORTH) AT YUMA ROAD

NTS



2 ENTRY ELEVATION (SOUTH) AT LOWER BUCKEYE PARKWAY

NTS

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

Entry Elevations

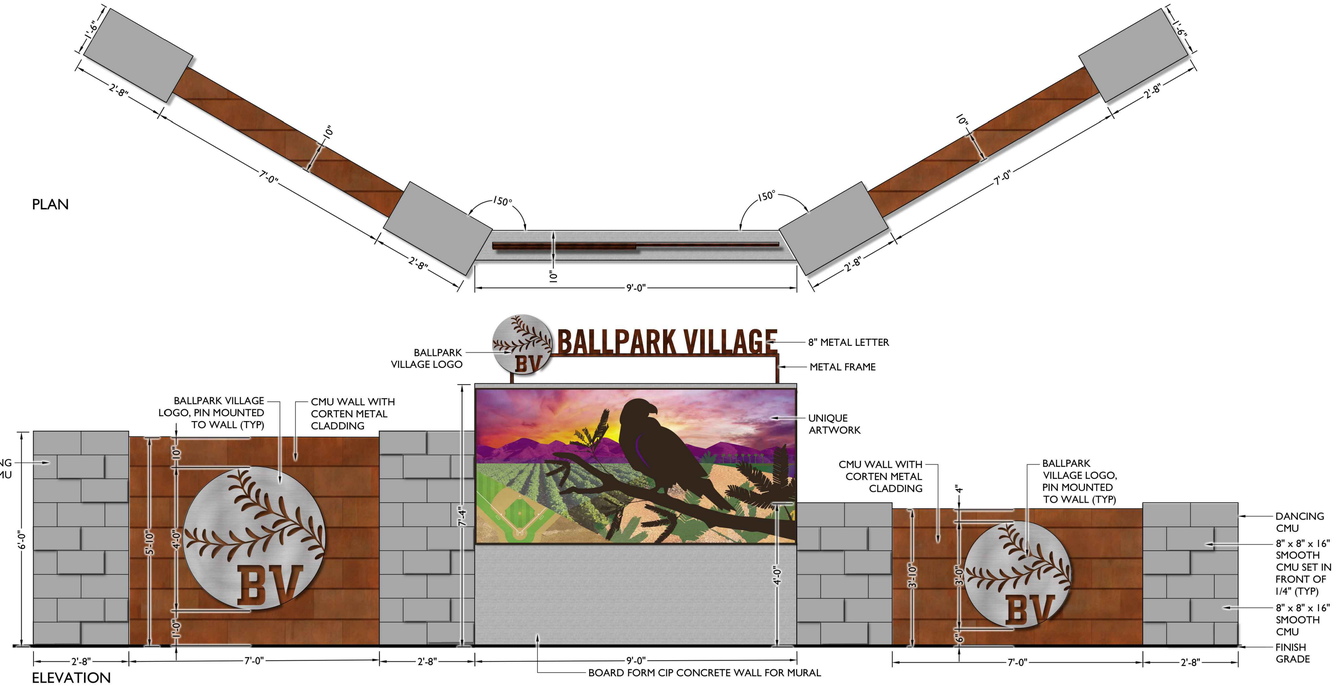
L-2.05

03.12.2026

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45568 ALIZA E. SABIN ARIZONA, U.S.A.

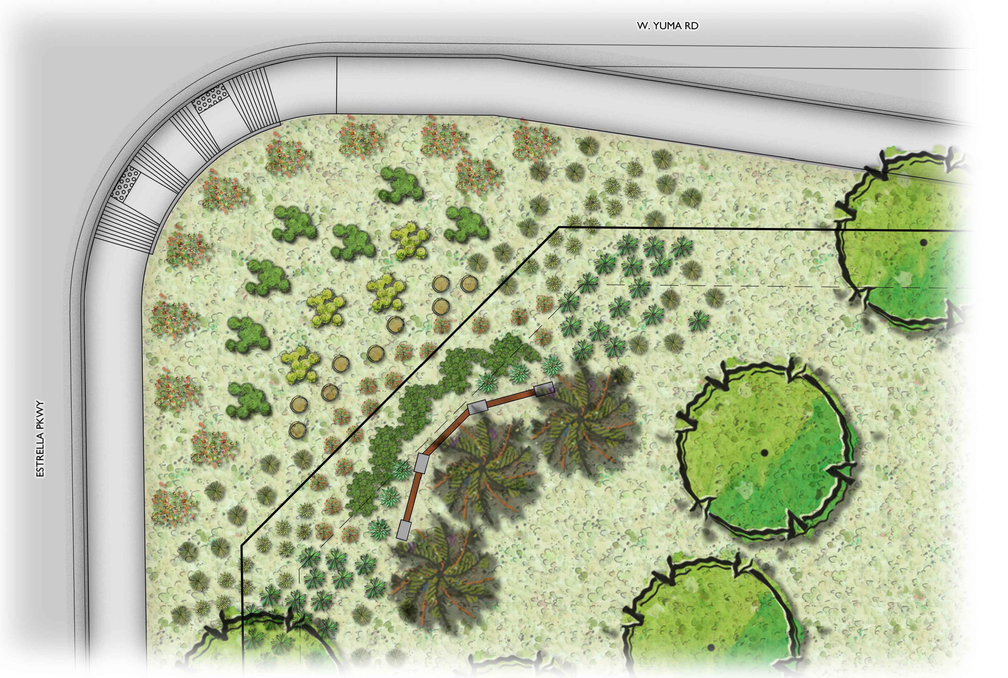
EPS GROUP

Exhibit 12 – Conceptual Regional Monumentation



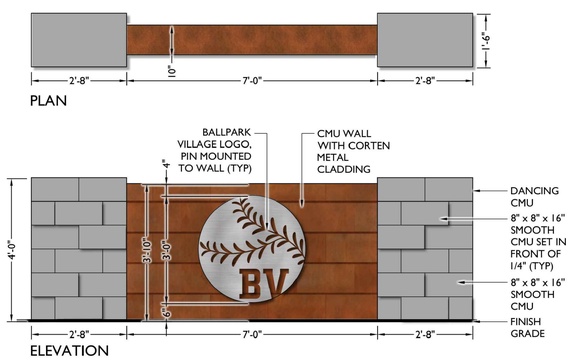
1 PRIMARY REGIONAL MONUMENT ELEVATION

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



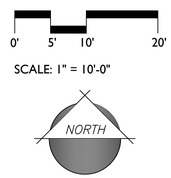
2 PRIMARY REGIONAL MONUMENT PLAN

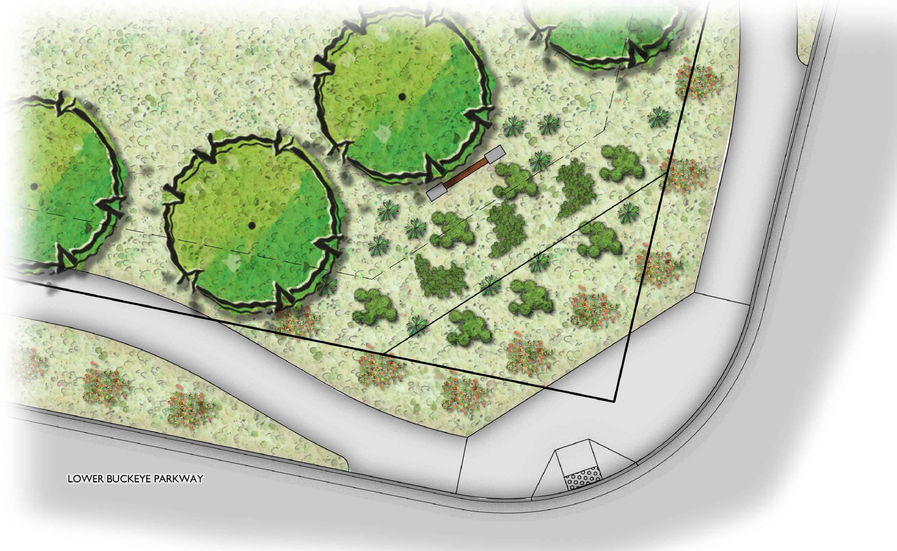
Scale: 1/2" = 1'-0"



3 SECONDARY REGIONAL MONUMENT ELEVATION

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





4 SECONDARY REGIONAL MONUMENT PLAN

Scale: 1" = 10'-0"

25-0188

FULTON HOMES

Fulton Homes at Ballpark Village

Goodyear, Arizona

Conceptual Regional Monument

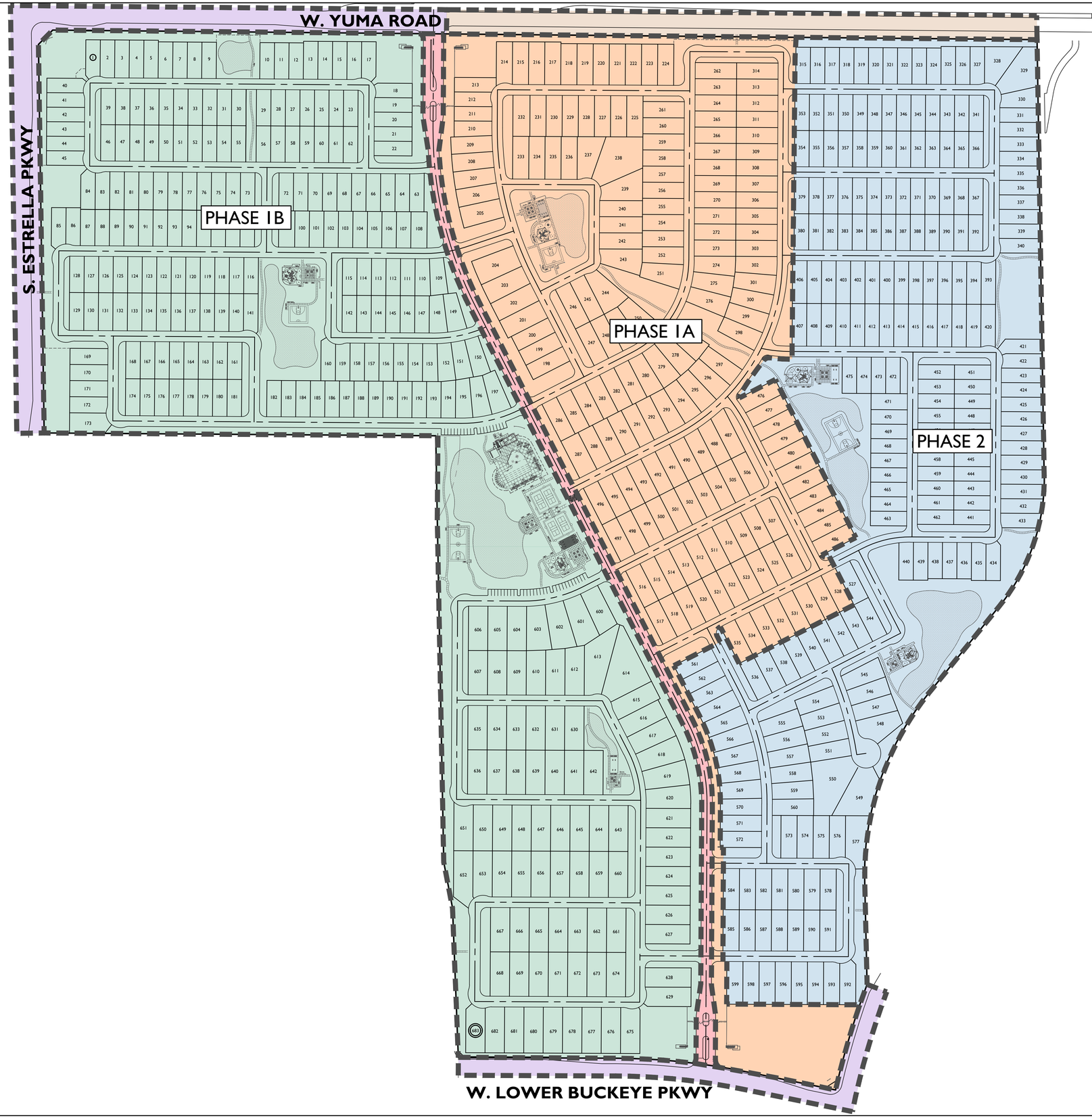
L-2.06

03.12.2026

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45568 ALIZA E. SABIN Date Signed 03-12-26 ARIZONA U.S.A.

EPS GROUP

Exhibit 13 – Phasing Plan

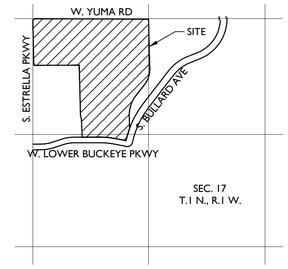


PHASING PLAN
FOR
FULTON HOMES AT BALLPARK VILLAGE

A PORTION OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

VICINITY MAP

N.T.S.



OVERALL			PHASE 1A		PHASE 1B		PHASE 2	
45'x105'	362	53%	4	2%	197	70%	161	72%
50'x120'	233	34%	168	96%	0	0%	65	28%
60'x130'	88	13%	4	2%	84	30%	0	0%
TOTAL	683		176		281		226	

INFRASTRUCTURE PHASE 1
(ESTRELLA PKWY / LOWER BUCKEYE PKWY)

INFRASTRUCTURE PHASE 2
(YUMA ROAD)

INFRASTRUCTURE PHASE 3
(GOODYEAR BOULEVARD)

NORTH

150 0 150 300
scale feet

1130 N. Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m
EPS GROUP

Fulton Homes at Ballpark Village
Goodyear, AZ

Project:

Revisions:
SEPTEMBER 8, 2025 - 1ST PRE-APPLICATION SUB.

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: JH
Drawn by: JAJ

Preliminary
Not For
Construction
Or
Recording

Job No.
25-0188

PHASING

Sheet No.
1
of 1

Phasing Plan

25-1088 - Fulton Homes at Ballpark Village

bnicholls Dec 03, 2025 9:59am S:\Projects\2025\25-0188\Planning\Drawings\Exhibits\25-0188 - Phasing Plan.dwg

Details of the Request:

The Property (Attachment B) is currently zoned Planned Area Development (PAD) under the Fulton Homes at Ballpark Village 1st Amended PAD, approved by the City in 2023 with ordinance 2023-1567. The applicant requests an amendment to the PAD (Attachment A, Exhibit C) to modify the existing four (4) Land Use Districts, associated lot sizes, and housing product options.

1. Elimination of R35 Alley Loaded Product

The applicant proposes to remove the R35 Land Use District and the alley-loaded lot and home product. With this removal, the 2nd Amended PAD would include three (3) total Land Use Districts.

Applicant Justification for Land Use District Elimination

In 2024, Fulton introduced an identical alley-loaded product in its Prasada community in Surprise. Over the last 12 months, only four such homes have sold. The intended buyer profile—young families—can no longer afford this product. Meanwhile, buyers who can afford these homes, such as single adults and empty nesters, prefer -singlestory, traditional homes rather
than -twostory -alleyloaded- designs.

2. Replacement of the R52 Land Use District

The applicant proposes replacing the existing R52 District (52’ x 100’ minimum lots) with a new R60 District (60’ x 125’ minimum lots).

Applicant Justification for Land Use District Replacement

This change compensates for the loss of the R35 product and introduces a larger “executive” lot option. The revised lot mix provides a broader range of lot sizes and product types that Fulton believes are better aligned with market demand at this location.

3. R45 and R50 Lot Dimensions

Fulton proposes increasing the minimum lot depth in the R45 District by 10 feet.

Applicant Justification for Increased Lot Dimensions

The additional depth allows Fulton to introduce a 4-bedroom single-story home that appeals to young families who previously might have selected the alley-loaded product. The change also preserves options for single adults and empty nesters who typically prefer the R45 product. Other young families are expected to migrate toward the smaller floorplans in the R50 District, which traditionally attract more mature buyers.

Evaluation Criteria:
Per the city of Goodyear Zoning Ordinance, the city's review and recommendation on a zoning amendment is to be guided by the following criteria:

1. *Consistency with the General Plan.*

The 2035 Goodyear General Plan designates the land use for this property as Neighborhoods. The property is currently zoned PAD and approved for residential development. This request to rezone to Fulton Homes at Ballpark Village 2nd Amended PAD does not make any changes to the previously approved uses; as such this rezone request is still compatible with the General Plan.

2. *Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.*

The property is currently zoned PAD and permits residential uses. This request does not make any changes to the previously approved use. No significant changes have occurred to the existing conditions of the subject property since the original PAD approval.

3. *Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning.*

The property is zoned PAD and permits residential uses. This request does not make any changes to the previously approved residential uses, which the City has already deemed to be compatible with the surrounding uses and zoning.

Current and future uses and development of the properties surrounding the subject property include:
North – Ballpark Village North (mixed use);
South – Ballpark Village (mixed use);
East – Flats at Ballpark Village (multi-family residential);
West – VLUX at Ballpark Village (multi-family residential);

4. *Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under the proposed zoning district would be better suited to the subject property than the uses allowed under the current zoning*.

Luke Air Force Base:
The property does not fall within the Luke Air Force Base Accident Potential Zone or the DNL. However, the subject property is located within the vicinity of a military airport. Given the location of the property and its distance from Luke Airforce Base, base operations will not be adversely impacted by this development. A stipulation has been added related to the disclosure of Luke Air Force Base operations.

Phoenix-Goodyear Airport:
The property is adjacent to the Phoenix-Goodyear Airport. A stipulation has been added

related to the disclosure of Phoenix Goodyear Airport operations.

5. *Demand for the types of uses permitted in the proposed zoning district in relation to the amount of land currently zoned and available to accommodate the demand.*

The applicant has indicated there is demand in Goodyear for a master planned residential community at this location, such as the proposed blend of housing types and amenity areas, with close access to the Ballpark and other Ballpark Village commercial centers.

6. *Demands for public services that will be generated by the uses permitted in the proposed zoning district.*

School Districts:
The subject property is located within the Avondale Elementary School District and the Agua Fria Union High School District. Both school districts have been notified of the rezoning request.

Fire Response:
Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		2nd Nearest Goodyear Fire Station	Shortest path	
	Mins	Miles		Mins	Miles
Fire Station #184	2.82	1.41	Fire Station #181	6.05	2.82

Police Response:
The proposed development is located within an existing police patrol beat and the current level of service within the beat can accommodate the development of the property.

Streets/Transportation:
The property will be accessed via private streets/driveways within the development that will gain access to Yuma Road and Lower Buckeye Parkway. The Engineering Department has created stipulations to address traffic requirements applicable to this development; specifically, Yuma Road will be widened and improved, Estrella Parkway will be widened and improved and a bridge or culvert will be built over Bullard Wash.

Water/Wastewater:
The City of Goodyear will provide water and wastewater services to the subject property.

7. *Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided.*

The Property abuts existing public services. It is located along major arterial roadways with the necessary capacity. As indicated in the Water and Sewer Reports submitted with the rezoning, there is adequate water and sewer infrastructure to serve the development. The city has been in close coordination with Maricopa County related to ensuring adequate capacity is available.

8. *General public concerns.*

Public Participation and Planning and Zoning Commission Meeting:
An in-person Neighborhood Meeting was conducted for this proposal and Notice of the Neighborhood Meeting was provided to 99 property owners within 500 feet of the property on March 23, 2026; signs advertising the Neighborhood Meeting were placed on the site on March 20, 2026. The neighborhood meeting took place on April 7, 2026. No residents spoke in opposition to the proposed rezone.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on June 22, 2026 appeared in the Arizona Business Gazette - Republic Edition May 21, 2026; 99 postcards were mailed to adjoining owners on May 13, 2026; and signs were updated on the site to advertise the public hearing on May 15, 2026.

9. *Whether the amendment promotes orderly growth and development*.

This property is currently zoned and entitled for residential uses; those uses promote orderly growth and development.

10. *Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public*.

The proposed development on the property will have a positive impact to the general health, safety, and welfare of the citizens of the City by providing a safe and well-designed community.

DATE: 06-10-2026

AI-#: 3324

CASE #: P25-00273

PLANNING AND ZONING COMMISSION ACTION REPORT

SUBJECT: REZONE APPROXIMATELY 156 ACRES LOCATED ON THE SOUTHEAST CORNER OF WEST YUMA ROAD AND SOUTH ESTRELLA PARKWAY, KNOWN AS FULTON HOMES AT BALLPARK VILLAGE, FROM PLANNED AREA DEVELOPMENT TO PLANNED AREA DEVELOPMENT AMENDMENT

STAFF PRESENTER(S): Justin Gabrielson, Senior Planner

SUMMARY:

This is a Public Hearing for consideration of the rezoning of approximately 156 acres generally located at the Southeast Corner of West Yuma Road and South Estrella Parkway from Fulton Homes at Ballpark Village 1st Amended Planned Area Development to Fulton Homes at Ballpark Village 2nd Amended Planned Area Development

RECOMMENDATION:

1. Conduct a public hearing to consider a request to rezone approximately 156 acres (the "Property") from Fulton Homes at Ballpark Village 1st Amended Planned Area Development to Fulton Homes at Ballpark Village 2nd Amended Planned Area Development.

2. Recommend approval of the request to rezone approximately 156 acres from Fulton Homes at Ballpark Village 1st Amended Planned Area Development to Fulton Homes at Ballpark Village 2nd Amended Planned Area Development (March 2026), as set forth in the draft of Ordinance No. 2026-XXXX (Justin Gabrielson, Senior Planner)

STIPULATIONS:

See Draft Ordinance No. 2026-XXXX (Attachment A).

FISCAL IMPACT:

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for

the city through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS:
The Property is located at the southeast corner of West Yuma Road and South Estrella Parkway (Attachment B)

The Goodyear General Plan 2035 designates the subject property as Neighborhoods.

The property was originally rezoned to Planned Area Development (PAD) on December 4, 2006, through Ordinance No. 2006-1054 for a development known as City Center Airpark.

The property was subsequently rezoned from PAD to PAD through Ordinance No. 2022-1535, modifying the development to Fulton Homes at Ballpark Village and establishing development standards for a single-family residential community.

On January 23, 2023, the City Council approved Ordinance No. 2023-1567, representing the first amendment to the Fulton Homes at Ballpark Village PAD. This amendment modified rear yard setbacks for the R45 land use district, added enhanced amenity requirements, and established minimum size standards for certain planned amenities.

STAFF ANALYSIS:
Current Policy:
A rezoning request requires public review and recommendation by the Planning and Zoning Commission and review and approval by the City Council. The proposed rezoning must be in conformance with the General Plan and should not adversely impact the surrounding area.

Summary of the Rezoning Request:
The applicant request (Attachment C) proposes additional amendments to the approved PAD. Specifically, the applicant proposes to eliminate the R35 alley-loaded product. The request proposes replacing the R-52 district with the R-60 district, thereby increasing minimum lot dimensions from 52 feet by 100 feet to 60 feet by 125 feet. This change does not introduce a new product type but instead establishes larger minimum lot sizes and results in reduced residential density.

Additionally, the proposal includes increasing minimum lot depths within the R45 land use district to accommodate a wider variety of home products.

Finally, the amendment revises the amenity framework by replacing three large amenity areas with six distributed amenity areas of varying sizes, increasing the variety and accessibility of recreational opportunities for residents.

Additional information on the request can be found within the Details of the Request (Attachment D), and additional details on the city evaluation criteria can be found within the Detailed Evaluation Criteria (Attachment E).

ATTACHMENTS:
Attachment A – Draft Ordinance No. 2026-XXXX
Attachment B – Aerial Photo

Attachment C – Project Narrative
Attachment D – Details of the Request
Attachment E – Detailed Evaluation Criteria

It's a Great time to be in Goodyear.

PAD Second Amendment

Fulton Homes at Ballpark Village



Location

Southeast Corner of West Yuma Road and South Estrella Parkway

156 Acre Site

Planned Area Development with underlying residential zoning districts



Surrounding Area

Ballpark Village

North: Centerra

East: Phoenix Goodyear Airport

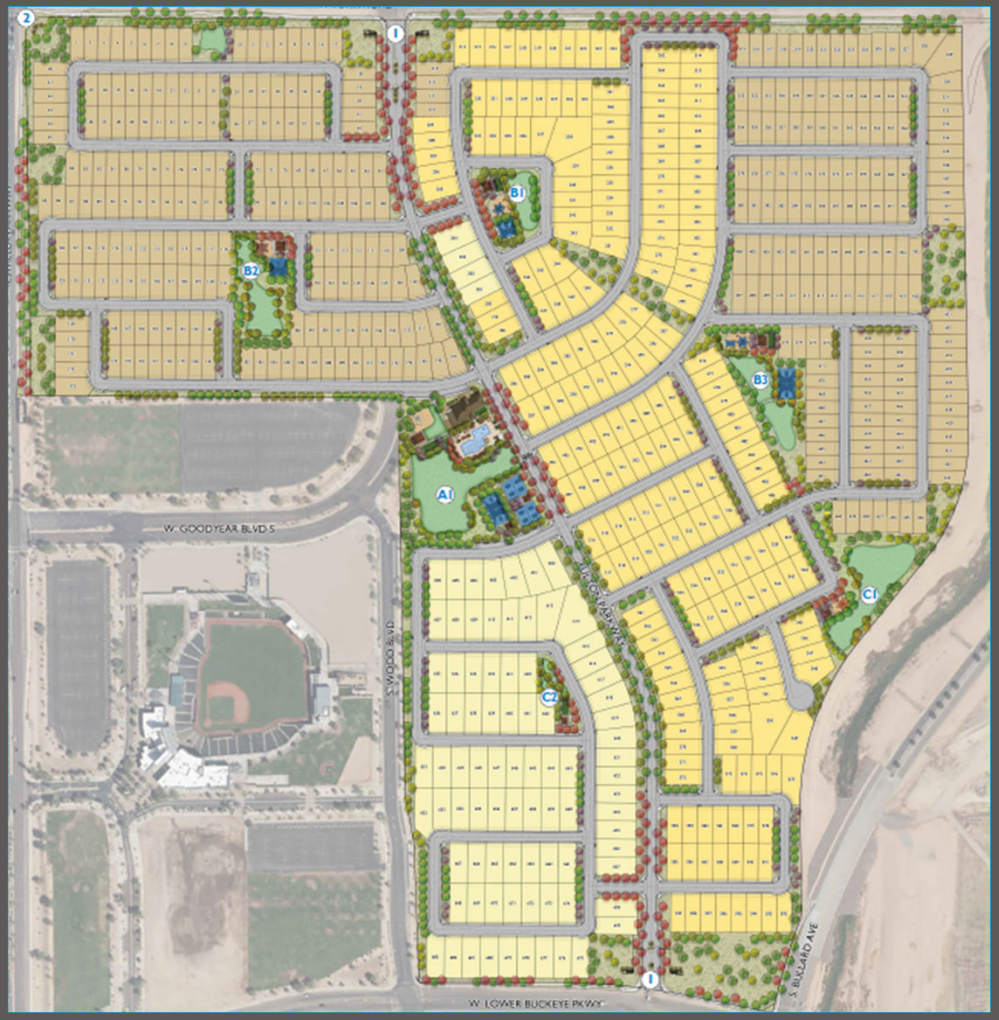
South: Goodyear Ballpark

West: Ballpark & VLUX



Proposed Amendments

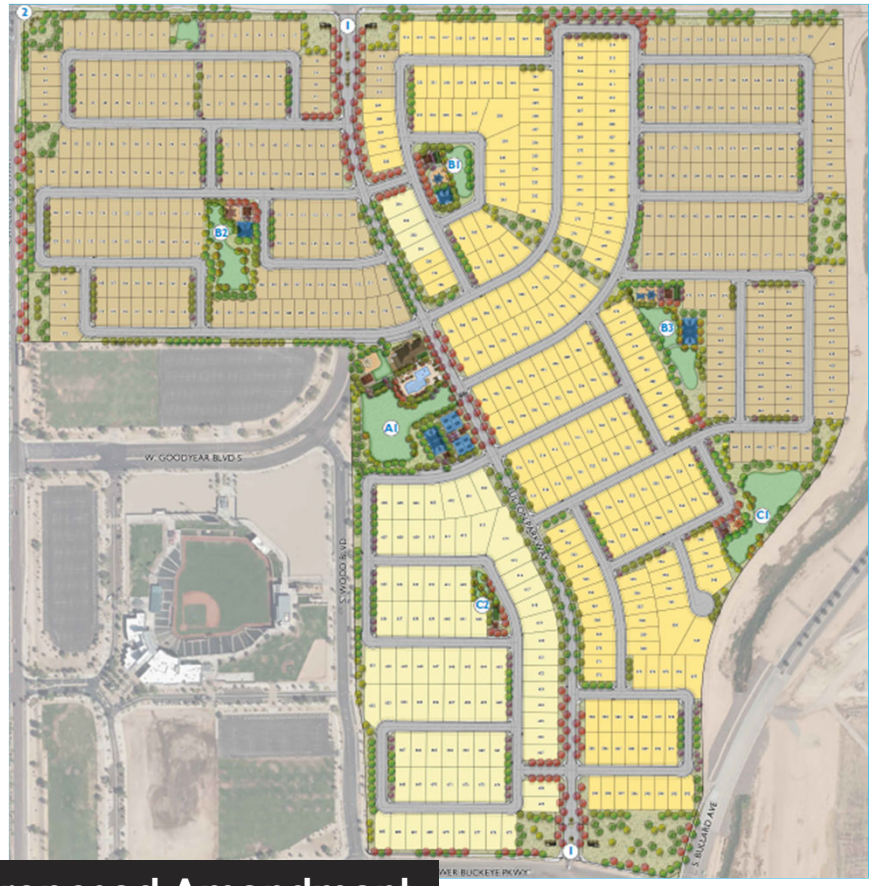
- Elimination of alley loaded product
- Amending lot dimensions of existing Districts
- Introducing new district
- Amenity framework



Layout & Park Framework

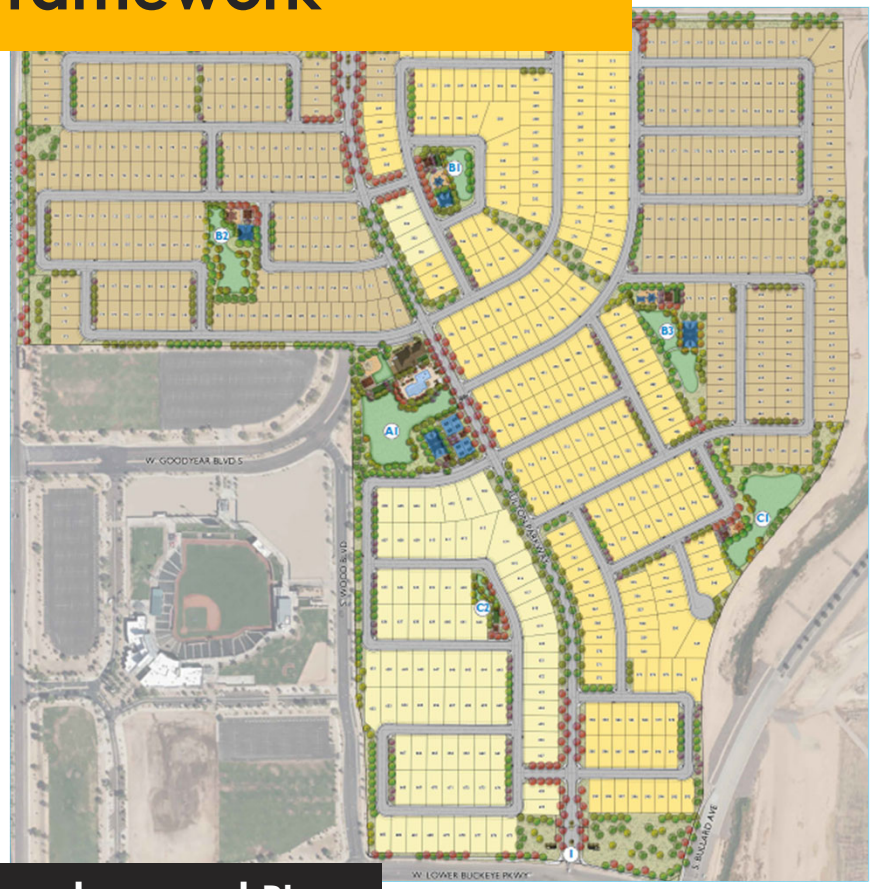


Previously Approved

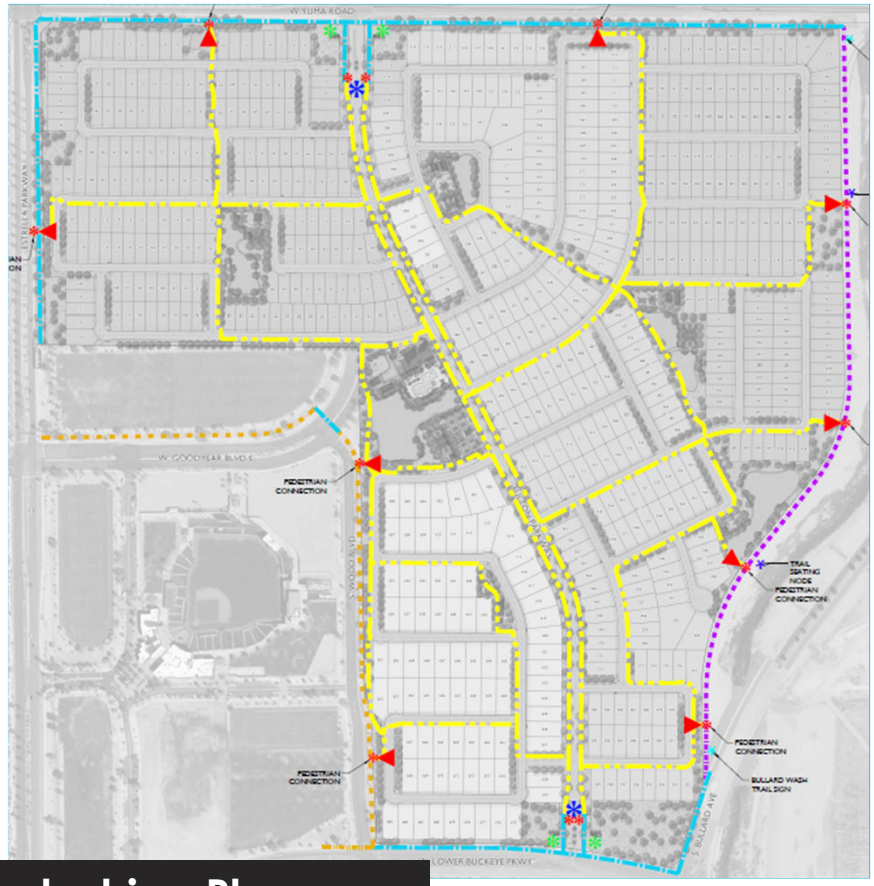


Proposed Amendment

Layout & Park Framework



Development Plan



Pedestrian Plan

Fulton Homes at Ballpark Village Second Amended



Public Participation

- Neighborhood Meeting
- No Inquiries

Recommendation

Fulton Homes at Ballpark Village Second Amended

Recommend approval subject to stipulations

ITEM #: 14.
DATE: 06/22/2026
AI #:3306

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITY OF AVONDALE FOR SENIOR SERVICES FOR GOODYEAR RESIDENTS

STAFF PRESENTER(S): Guylene Ozlanski, Parks & Recreation Deputy Director

SUMMARY

The proposed IGA provides for Avondale's continued provision of senior services for Goodyear residents, including congregate meals, home delivered meals, transportation, and senior programming.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the IGA with the city of Avondale for senior services 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. (Guylene Ozlanski, Parks & Recreation Deputy Director)

FISCAL IMPACT

The proposed IGA for senior services with the city of Avondale is $189,000 for FY27. The agreement includes an annual increase of 3% over the preceding year’s amount for each subsequent year of the five-year term. Funding for FY27 has been requested through the annual budget process.

BACKGROUND AND PREVIOUS ACTIONS

The city of Goodyear has maintained a long-standing partnership with the City of Avondale to provide senior services for Goodyear residents. The senior services provided include congregate meals, home delivered meals, transportation, and senior programming. Under the previous IGA, Goodyear contributed funding toward senior services and human services, with Avondale serving as the regional provider for these offerings.

On March 9, 2026, after Avondale staff informed Goodyear staff of the fees Avondale would charge for continuing to provide senior services for Goodyear residents, Goodyear staff presented an overview of senior services to the City Council during a work session. During the work session, staff presented service utilization trends, community needs, and the long-term considerations associated with Goodyear's growing senior population. During that discussion, Council expressed support for maintaining senior services through an established regional partnership model while also expressing interest in evaluating the feasibility of Goodyear providing senior services to its residents in the future. Council directed the Parks and Recreation Department to begin exploring options for bringing senior services delivery back to Goodyear.

STAFF ANALYSIS

Demand for senior services will continue to increase due to Goodyear's growing senior population and anticipated program participation. Maintaining the partnership with the city of Avondale provides uninterrupted senior services for Goodyear residents, including meals, transportation, and programming, while avoiding the immediate cost and logistical challenges associated with establishing a separate service delivery model. In addition, continuing this regional partnership provides the city with flexibility as Goodyear evaluates future senior service delivery options and explores opportunities to enhance services locally.

The term of the IGA, is included as Attachment A, is from July 1, 2026, through June 30, 2031. The annual cost of the senior services for the first year is $189,000, with an annual increase of 3% of the preceding year's amount. The costs reflect the city of Avondale's cost structure built from current service needs, utilization trends, and program costs. The IGA can be terminated by either party, with or without cause, upon 30 days' written notice. The five-year agreement, paired with the 30-day termination clause, provides both stability and flexibility for Goodyear as long-term senior service strategies continue to be assessed.

Staff recommends approval of the IGA with the City of Avondale for Senior Services.

Attachments

Attachment A - Intergovernmental Agreeement

Staff Presentation

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF GOODYEAR
FOR
SENIOR SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of June 1, 2026, between the City of Avondale, an Arizona municipal corporation ("Avondale") and the City of Goodyear, an Arizona municipal corporation ("Goodyear"). Avondale and Goodyear are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Goodyear desires to have Avondale provide certain senior services for Goodyear residents and has agreed to provide financial assistance to support such services, and Avondale desires to provide such services for Goodyear residents with Goodyear's financial assistance.

B. Avondale and Goodyear are authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 11-951 *et seq*.

C. Avondale and Goodyear desire to enter into this Agreement to establish the Parties' rights and responsibilities with respect to Avondale providing Goodyear with the "Senior Services" as described in Section 1 below.

AGREEMENT

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

1. Definitions.

1.1 "Senior Services" means the following services provided by Avondale to Goodyear residents:

A. Congregate Meals. Providing meals at the Arizona Complete Health Avondale Resource Center for registered participants.

B. Home-Delivered Meals. Delivering meals to eligible participants or private pay participants within the Service Area.

C. Transportation. Providing transportation to and from the Arizona Complete Health Avondale Resource Center for registered participants within the Service

Area.

1.2 "Service Area" means the area to which Avondale provides Home-Delivered Meals, with a western boundary of Sarival Avenue, an eastern boundary of 107th Avenue, a southern boundary of Southern Avenue and a northern boundary of Camelback Road.

2. Term. This Agreement shall be effective as of July 1, 2026, and shall remain in full force and effect until June 30, 2031 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one-year terms (each, a "Renewal Term") thereafter until one of the Parties terminates this Agreement pursuant to the terms and conditions contained herein. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

3. Goodyear Obligations. Goodyear shall:

3.1 Financial Assistance. For the first year of the Term, pay Avondale $189,000.00 for the Senior Services. Each following year, the amount shall be increased by 3% of the preceding year's amount.

3.2 Promotion. Promote the Senior Services on the Goodyear web page, program guides, if any, and information releases, if any and as appropriate. Avondale hereby grants Goodyear a license to use its registered logos and copyright for the sole purpose of promoting the Senior Services, subject to the following restrictions and Avondale's prior review and approval. Goodyear acknowledges that Avondale owns all of its trademarks, service marks, trade names, and logos (the "Marks") and that Goodyear has no rights to use them except as conferred by this Agreement. Goodyear agrees that it will not use any of the Marks in any way without the advance approval of Avondale and that Avondale may withdraw its approval of use of the Marks at any time with or without cause. Goodyear agrees that it will immediately cease using any of the Marks or any materials in which the Marks are used upon withdrawal of approval by Avondale.

4. Avondale Obligations. Avondale shall:

4.1. Services. Provide the Senior Services to Goodyear residents (A) when such Services are provided to Avondale residents, (B) in the same manner as the Senior Services are provided to Avondale residents, and (C) at the same fees as charged to Avondale residents. The eligibility requirements for the Senior Services shall be the same for Goodyear residents as they are for Avondale residents, except no Avondale residency requirements shall apply.

4.2 Reporting. By July 31 of each year of the Term, provide Goodyear with a report regarding the Senior Services provided to Goodyear residents during the preceding year. If the reports include services provided to all persons and not solely Goodyear residents, the reports shall segregate the services provided to Goodyear residents from services provided to

residents of other areas.

5. Payments. Goodyear shall pay Avondale the full amount of the financial assistance set forth in Subsection 3.1 above by July 1 of each year of the Term. Each payment shall be in advance for the period beginning on the due date of such payment. The first such payment shall be due by July 1, 2026, for the first year of the Initial Term.

6. Budget. Subject to Subsection 8.3 below, each Party shall provide for its own financial obligations under this Agreement through its annual budget process or by separate resolution as allowed by law and as deemed appropriate by its City Council. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement.

7. Insurance. The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

8. Termination; Cancellation.

8.1 For Convenience. This Agreement may be terminated by either Party with or without cause upon 30 days' written notice to the other Party. If Avondale terminates the Agreement without cause, Avondale shall reimburse Goodyear a prorated portion of the financial assistance paid under Subsection 3.1, based on the number of days remaining between the date of cancellation and June 30 of that year.

8.2 Conflict of Interest. This Agreement may be canceled by either Party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

8.3 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds or the incurring of expenses by Avondale or Goodyear shall be effective when funds are appropriated for purposes of this Agreement and are available for payment. Each Party shall be the sole judge and authority in determining the availability of funds under this Agreement, and each Party shall keep the other Party fully informed as to the availability of funds for the Agreement. The obligation of each Party to make any payment pursuant to this Agreement is a current expense of such Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of such Party. If the City Council of either Party fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, the Parties may reduce the scope of this Agreement, if appropriate, or this Agreement shall terminate at the end of then-current fiscal year without further duty or obligation of the Parties.

9. Miscellaneous.

9.1 Independent Contractor. Avondale acknowledges and agrees that the Senior Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of Goodyear. Avondale, its employees, and its subcontractors are not entitled to workers' compensation benefits from Goodyear. Goodyear

does not have the authority to supervise or control the actual work of Avondale, its employees, or subcontractors. Avondale, and not Goodyear, shall determine the time of its performance of the Senior Services provided under this Agreement so long as Avondale meets the requirements set forth herein. Avondale and Goodyear do not intend to nor will they combine business operations under this Agreement.

9.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

9.3 Laws and Regulations. The Parties agree to comply with the provisions of applicable state and federal regulations governing equal employment opportunity and non-discrimination and immigration. Each Party shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Party is responsible for abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the services, including, but not limited to, the following: (A) existing and future city and county ordinances and regulations, (B) existing and future state and federal laws and (C) existing and future Occupational Safety and Health Administration standards.

9.4 Amendments. This Agreement may be modified only by a written amendment approved by the Parties' respective City Councils and signed by persons duly authorized to enter into contracts on behalf of Avondale and Goodyear. Any attempt at oral modification of this Agreement shall be void and of no effect.

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

9.6 Relationship of the Parties. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose.

9.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of or against the Party drafting this Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of and entry into this Agreement.

9.8 Assignment: Delegation. No right or interest in this Agreement shall be assigned by a Party to this Agreement without prior, written permission of the other Party signed by such other Party's City Manager, or authorized designee, and no delegation of any duty of any Party shall be made without prior, written permission of the other Party signed by such other Party's City Manager, or authorized designee. Any attempted assignment or delegation by either Party in violation of this provision shall be a breach of this Agreement.

9.9 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by either Party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement.

9.10 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

9.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to Avondale: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Attorney

If to Goodyear: City of Goodyear
1900 North Civic Square
Goodyear, AZ 85395
Attn: City Manager

With copies to: City of Goodyear
1900 North Civic Square
Goodyear, AZ 85395
Attn: City Attorney

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

9.13 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid or unenforceable by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

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

9.15 Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing this Agreement.

10. E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party and the other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Party. The Parties and their respective subcontractors shall cooperate with the other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

11. Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Party and each council member, officer,

employee or agent thereof (the Party being indemnified and any such person referred to herein as an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the other Party, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage secured by the indemnifying Party will in no way be construed as limiting the scope of the indemnity in this Section.

[SIGNATURES ON FOLLOWING PAGE]

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

"Avondale"	**"Goodyear"**
Mike Pineda, Mayor	Joe Pizzillo, Mayor
ATTEST:	
Marcella Sarmiento, City Clerk	Jasmine Pernicano, City Clerk

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

Nicholle Harris, City Attorney	Roric Massey, City Attorney

It's a Great time to be in Goodyear.

Goodyear Senior Services

Approval of Intergovernmental Agreement: City of Avondale



Goodyear Senior Services

- Council Work Session March 9, 2026
- Per-Participant Cost Model
- Annual cost for FY2027- $189,000



Goodyear Senior Services

- Five-Year Agreement
- Termination Clause
- Future Services



It's a Great time to be in Goodyear.

Goodyear Senior Services

- Approve Intergovernmental Agreement with the City of Avondale for Senior Services for Goodyear Residents



ITEM #: 15.
DATE: 06/22/2026
AI #:3203

CITY COUNCIL ACTION REPORT

SUBJECT: RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATIONS BONDS FOR STORM SEWER AND DRAINAGE, STREET AND TRANSPORTATION IMPROVEMENTS, PUBLIC SAFETY, AND PARKS AND RECREATION IMPROVEMENTS

STAFF PRESENTER(S): Mayette Bailey, Interim Deputy Director of Finance

SUMMARY

Resolution No. 2026-2528, included here as Attachment A, authorizes the sale, issuance and delivery of the City of Goodyear, Arizona, General Obligation Bonds, Series 2026 ("Bonds").

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Adopt Resolution No. 2026-2528 authorizing the issuance, sale and delivery of its General Obligation Bonds, Series 2026; delegating the authority to approve certain matters with respect to the bonds, including determining the method of sale of the bonds, authorizing the acceptance of a proposal for the purchase of the bonds and awarding the bonds to the purchaser thereof; providing for the annual levy of a tax for the payment of the bonds; authorizing the appointment of a municipal advisor and a bond registrar, transfer agent, paying agent and depository, as applicable; providing for the disposition of the proceeds of such bonds; approving the form of the bonds and certain documents relating to and securing the payment of bonds, and authorizing completion, execution and delivery thereof; delegating authority to approve and deem final a form of official statement, if applicable; ratifying all actions taken and to be taken to further this Resolution; and authorizing any necessary budget transfers related to the bonds and the projects financed thereby. (Mayette Bailey, Interim Deputy Director of Finance)

FISCAL IMPACT

Ad valorem property taxes will secure the payment of the Bonds. The issuing of the Bonds will result in a debt service payment averaging $7.3 million annually. The annual payments will be paid from the secondary property tax levy and structured to meet the Council's adopted policy of a total tax rate (Primary and Secondary) not to exceed $1.74 per $100 of assessed value. The proceeds generated from the sale of bonds will be used to fund various projects relating to bridges, storm sewer and drainage, street and transportation improvements, pubic safety, and parks and recreation improvements, all of which have been captured as part of the FY27 budget process.

BACKGROUND AND PREVIOUS ACTIONS

Voters in the city approved the issuance of general obligation ("*GO*") bonds of the city at special bond elections held on September 12, 2000, and September 7, 2004, and November 7, 2023. The city has previously issued GO bonds authorized at the respective special bond elections, and now desires to issue additional GO bonds to finance certain improvements for the public benefit of the city.

STAFF ANALYSIS

The Bonds, detailed by the Preliminary Official Statement, included here as Attachment E, will be issued at an aggregate original principal amount not to exceed $100,000,000 with a yield not exceeding 6.00%, and a maximum maturity not to exceed July 1, 2045. The Bonds are secured by ad valorem property taxes without limit as to rate or amount. However, it is estimated that the resulting total property tax rate will not exceed $1.74 in accordance with adopted financial policies.

US Bank will act as the Bond Registrar, Transfer Agent, Paying Agent, and Depository Contract detailed in the agreement included here as Attachment B. Stiefel, Nicolas & Company will serve as the Underwriter per the Bond Purchase Agreement included here as Attachment D. The city has entered into the Continuing Disclosure Certificate, included here as Attachment C, to maintain compliance with applicable bond regulations.

The issuance of the Bonds will provide funds to finance the construction, acquisition and equipping of certain public safety, transportation and street and highway improvements, bridges, storm sewer and drainage, parks and recreation improvements, and to pay for the costs of issuance of the Bonds. The Bonds were approved by the voters of the city. City staff has consulted with Hilltop Securities Inc., as financial advisor to the city, with respect to the ad valorem property tax impact related to the Bonds. City staff has reviewed the proposed issuance and sale of the Bonds, and finds that the Bonds will finance needed infrastructure for the city and the contemplated transaction is in compliance with State of Arizona law and city policies.

Attachments

Attachment A - Resolution No. 2026-2528

Attachment B - Draft Registrar Contract

Attachment C - Draft Continuing Disclosure Certificate

Attachment D - Draft Bond Purchase Agreement

Attachment E - Draft Preliminary Official Statement

Staff Presentation

RESOLUTION NO. 2026-2528

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF ITS GENERAL OBLIGATION BONDS, SERIES 2026; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS, INCLUDING DETERMINING THE METHOD OF SALE OF THE BONDS, AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE BONDS AND AWARDING THE BONDS TO THE PURCHASER THEREOF; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE APPOINTMENT OF A MUNICIPAL ADVISOR AND A BOND REGISTRAR, TRANSFER AGENT, PAYING AGENT AND DEPOSITORY, AS APPLICABLE; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SUCH BONDS; APPROVING THE FORM OF THE BONDS AND CERTAIN DOCUMENTS RELATING TO AND SECURING THE PAYMENT OF THE BONDS, AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; DELEGATING THE AUTHORITY TO APPROVE AND DEEM FINAL A FORM OF OFFICIAL STATEMENT, IF APPLICABLE; RATIFYING ALL ACTIONS TAKEN AND TO BE TAKEN TO FURTHER THIS RESOLUTION; AND AUTHORIZING ANY NECESSARY BUDGET TRANSFERS RELATED TO THE BONDS AND THE PROJECTS FINANCED THEREBY.

WHEREAS, pursuant to special bond elections held in and for the City of Goodyear, Arizona (the "*City*"), on September 12, 2000, September 7, 2004, and November 7, 2023 (collectively, the "*Elections*"), the issuance of general obligation bonds has been approved; and

WHEREAS, the City now desires to issue and sell its General Obligation Bonds, Series 2026 (the "*Bonds*") for the purposes and according to the terms as set forth in this Resolution; and

WHEREAS, the City intends to issue Bonds in an aggregate principal amount of not to exceed $100,000,000 on a tax-exempt or taxable basis, for the purpose of providing funds for street and transportation improvement projects; bridges, storm sewer, and drainage projects; public safety improvement projects; and parks and recreation improvement projects and paying the costs of issuance of the Bonds; and

WHEREAS, the firm of Hilltop Securities Inc. will serve as the City's municipal advisor (the "*Municipal Advisor*") with respect to the Bonds; and

WHEREAS, by this Resolution, the Mayor and Council of the City (the "*Council*") will delegate authority to the Finance Director of the City or Interim Finance Director of the City, as applicable (together, the "*Finance Director*"), to determine, with the advice of the Municipal Advisor, the method of sale of the Bonds; and

WHEREAS, by this Resolution, the Council shall approve one or more forms of: (i) a bond purchase agreement (the "*Bond Purchase Agreement*") to be executed and delivered by and between the City and the Underwriter (as defined herein), to be dated of even date with the sale of the Bonds to the Underwriter in substantially the form submitted to and on file with the City Clerk, (ii) a written certificate, receipt, continuing covenant agreement or other similar purchase commitment (in the event of a direct sale) (collectively, the "*Direct Purchase Agreement*") in the customary form as approved by the City's bond counsel, Gust Rosenfeld P.L.C. ("*Bond Counsel*") or (iii) a Notice of Sale in the customary form as approved by Bond Counsel (the "*Notice*"), if applicable, and order the proposed bond purchase agreement, other purchase commitment or Notice, to be completed with the final terms of the Bonds and entered into between the City and the underwriter or other bond purchaser(s) (collectively, the "*Purchaser*") when the final terms of the sale have been determined for the sale or placement of the Bonds to the Purchaser; and

WHEREAS, further, the proposed forms of the following documents are on file with the City Clerk for this meeting: (i) the Bond Purchase Agreement; (ii) the Bond Registrar, Transfer Agent, Paying Agent and Depository Contract ("*Registrar/Depository Contract*"); (iii) the Continuing Disclosure Certificate (as defined herein); and (iv) the Preliminary Official Statement (as defined herein), all of which are necessary only if the Bonds are sold in a competitive or negotiated sale (together with the Bond Purchase Agreement and the Notice, as applicable, the "*Bond Documents*," and if the Bonds are directly placed with a Purchaser, "*Bond Documents*" shall include the Placement Agent Agreement (as defined herein), the Direct Purchase Agreement and, if required by the direct placement, the Registrar/Depository Contract, and shall not include the Bond Purchase Agreement, the Continuing Disclosure Certificate or the Preliminary Official Statement); and

WHEREAS, within and by the parameters set forth in this Resolution, the Council shall authorize the execution, issuance and sale of the Bonds and their delivery to the Purchaser in accordance with the Bond Purchase Agreement, the Direct Purchase Agreement or the Notice, as applicable and as completed (collectively, the "*Purchase Contract*") at such prices, interest rates, maturities and redemption features as may be hereafter determined; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of Arizona to happen, exist and be performed precedent to and in the adoption of this Resolution have happened, exist and have been performed as so required in order to make this Resolution a valid and binding instrument for the security of the Bonds authorized herein.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Goodyear, Arizona, as follows:

Section 1. **Authorization**. For the purpose of (i) providing funds for street and transportation improvement projects; bridges, storm sewer, and drainage projects; public safety improvement projects; and parks and recreation improvement projects authorized by the qualified electors of the City at the Elections (collectively, the "*Projects*") and (ii) paying the costs of issuance of the Bonds, there is hereby authorized to be issued and sold in accordance with the provisions of this Resolution an aggregate principal amount of not to exceed $100,000,000 of City of Goodyear, Arizona, General Obligation Bonds, Series 2026, on a tax-exempt or taxable basis. The Bonds shall be executed, issued and sold in accordance with the provisions of this Resolution

and delivered against payment therefor by the Purchaser. The series designation of the Bonds may change if the Bonds are not sold in calendar year 2026 and the name shall be as designated in the Purchase Contract.

Section 2. **Method of Sale; Purchase Contract**. The Finance Director is hereby authorized and directed to determine, upon consultation with the Municipal Advisor, the method of sale of the Bonds and to take any action and make any modifications to the documents described in this Resolution to accomplish the purposes of this Resolution. The Council intends to issue the Bonds through any or all of the following methods as determined by the Finance Director, upon consultation with the Municipal Advisor.

A. Negotiated Sale. If the Finance Director determines to sell the Bonds to Stifel, Nicolaus & Company, Incorporated (the "*Underwriter*," acting in this capacity and not as a municipal advisor (as defined in the Securities and Exchange Commission's ("*SEC's*") Municipal Advisor Rule)) via a negotiated sale, the Finance Director shall, with the assistance of the Municipal Advisor, negotiate the prices, interest rates, maturities and redemption features in conformance with the parameters of this Resolution, and the City shall execute and deliver the Bond Purchase Agreement to sell the Bonds to the Underwriter on such terms as may hereafter be approved by the Finance Director.

B. Private Placement. If the Finance Director determines to place the Bonds directly to one or more financial institutions, the Finance Director is hereby authorized to prepare a request for proposals or similar document with the assistance of a firm as selected by the Finance Director (the "*Placement Agent*," acting in this capacity and not as a municipal advisor (as defined in the SEC's Municipal Advisor Rule)), pursuant to the terms of a placement agent agreement by and between the City and the Placement Agent in the customary form as approved by the Finance Director (the "*Placement Agent Agreement*"), and to receive bids from potential purchasers. In such method of sale, the Finance Director, with the assistance of the Municipal Advisor and the Placement Agent, is hereby authorized and directed to review the bids received, award the Bonds to the most qualified bidder or bidders, and place the Bonds with one or more Purchasers. Such award shall be evidenced by the Direct Purchase Agreement. The Finance Director may engage in negotiations with one or more bidders as the Finance Director deems appropriate. The Finance Director may also reject all bids received. Any bid submitted shall be deemed agreement by the bidder with the terms of this Resolution and the bidder's unconditional offer to be bound by the terms of this Resolution. If the Bonds are placed pursuant to a Direct Purchase Agreement with a Purchaser, the Purchaser may be required to execute a Certificate of Qualified Investor in the form and substance satisfactory to the Finance Director and Bond Counsel.

C. Competitive Sale. If the Finance Director determines to sell the Bonds via a competitive sale, the Finance Director is hereby authorized to approve the Notice in the customary form as approved by Bond Counsel and prepared by the Municipal Advisor and to receive proposals from potential purchasers. In such method of sale, the Finance Director, with the assistance of the Municipal Advisor, is hereby authorized and directed to review the proposals received and award the Bonds to the most qualified bidder. The Finance Director may reject all proposals received. Any proposal submitted shall be deemed agreement by the proposer with the terms of this Resolution and the proposer's unconditional offer to be bound by the terms of this Resolution.

Section 3. **Terms**.

A. Terms of the Bonds.

(i) The Bonds will be dated the date set forth in the Purchase Contract and will mature in some or all of the years 2026 through and including 2046 (however, such final maturities will be determined by the Finance Director, with assistance from the Municipal Advisor, in the Purchase Contract), and will bear interest from their dated date to the maturity or prior redemption date of each of the Bonds at the rate or rates set forth in the Purchase Contract, provided that the interest rate on the Bonds shall not exceed 6.00%.

(ii) The principal amount maturing in each year, the interest rates applicable to each maturity, the optional and mandatory redemption provisions and any other final terms of the Bonds, including series designation, purchase price and provision for original issue discount and original issue premium, shall be as set forth in the Purchase Contract and approved by the Finance Director as set forth in this Resolution, and such approval shall be evidenced by the execution and delivery of the Purchase Contract.

(iii) The Bonds are expected to be initially issued in fully registered form and, if purchased by the Underwriter or a Purchaser in a competitive or negotiated sale, in book-entry form, in denominations of $5,000 of principal amount each or integral multiples thereof, equal to the respective year's maturity amount. If the Book-Entry-Only System (as defined herein) is used and then discontinued, the Bonds will be in denominations of $5,000 of principal each or integral multiples in excess thereof (or in such other denominations as set forth in the Purchase Contract). If privately placed with a bond purchaser, the Bonds will be in denominations of $100,000 of principal each or integral multiples of $1,000 in excess thereof (or in such other denominations as set forth in the Direct Purchase Agreement). Interest on the Bonds shall be payable semiannually on each January 1 and July 1 (each, an "*Interest Payment Date*") during the term of the Bonds, commencing January 1, 2027 (or such other date as set forth in the Purchase Contract).

B. Book-Entry-Only System. If the Bonds are sold in a competitive or negotiated sale, the Bonds may be administered under the book-entry-only system (the "*Book-Entry-Only System*") described herein and in the Letter of Representations (as defined herein), and so long as the Bonds are administered under the Book-Entry-Only System, interest payments and principal payments that are part of periodic principal and interest payments shall be paid to Cede & Co. as the nominee of The Depository Trust Company ("*DTC*") or its registered assigns in same-day funds no later than the time established by DTC on each interest or principal payment date (or in accordance with then existing arrangements between the City and DTC). The City has entered into an agreement (the "*Letter of Representations*") with DTC in connection with the issuance of bonds of the City and, while the Letter of Representations is in effect, the procedures established therein shall apply to the Bonds if sold in a competitive or negotiated sale.

C. Registration.

(i) If the Bonds are sold in a competitive or negotiated sale, the Bonds may be registered in the Book-Entry-Only System. If the Book-Entry-Only System is

discontinued, the Registrar's (as defined herein) registration books shall show the registered owners of the Bonds. While the Bonds are subject to the Book-Entry-Only System, the Bonds shall be registered in the name of Cede & Co., or its registered assigns. If the Book-Entry-Only System is discontinued, the Bonds will be administered by the Registrar in a manner that assures against double issuance and provides a system of transfer of ownership on the books of the Registrar in the manner set forth in the Bonds. The City recognizes that Section 149(a) of the Internal Revenue Code of 1986, as amended (the "*Code*"), requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bonds are delivered. The City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form without the consent of the Council and approval of Bond Counsel.

(ii) If the Bonds are privately placed with the Purchaser, the Bonds may be registered in the name of the Purchaser. In the event the Bonds are placed with the Purchaser, the Bonds may not be transferred unless (a) to a transferee that is a Qualified Investor (as defined herein) and provides the City with a completed Certificate of Qualified Investor and (b) the Qualified Investor agrees to comply with all applicable federal and state securities laws. For purposes of the Bonds, if placed with the Purchaser, "Qualified Investor" means a "qualified institutional buyer," as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an "accredited investor" (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, who executes the Certificate of Qualified Investor. The City and the Purchaser may provide other terms and provisions for the signatures, authentication, registration, transfer and exchange of the Bonds in the Direct Purchase Agreement.

D. Payment.

(i) If the Bonds are sold in a competitive or negotiated sale and the Book-Entry-Only System is discontinued, interest on the Bonds will be payable on each Interest Payment Date by the Paying Agent (as defined herein) by check mailed to the registered owner thereof at such registered owner's address as shown on the registration books maintained by the Registrar as of the close of business of the Registrar on the Record Date (as defined herein).

(ii) If the Bonds are sold in a competitive or negotiated sale and the Book-Entry-Only System is discontinued, principal of the Bonds will be payable, when due, only upon presentation and surrender of the Bond at the designated corporate trust office of the Paying Agent. Upon written request made 20 days prior to an Interest Payment Date by a registered owner of at least $1,000,000 in principal amount of Bonds outstanding all payments of interest and, if adequate provision for surrender is made, principal and premium, if any, shall be paid by wire transfer in immediately available funds to an account within the United States of America designated by such registered owner.

(iii) Notwithstanding any other provision of this Resolution, payment of principal of and interest on any Bond that is held by a securities depository or Bonds subject to the Book-Entry-Only System may be paid by the Paying Agent by wire transfer in "same-day funds."

(iv) If the Bonds are directly placed with the Purchaser, the principal (except the final payment thereof whether because of maturity or redemption) and interest due with respect to the Bonds (except that due upon such final payment) shall be payable without surrender or presentment in lawful money of the United States of America by wire transfer to an account within the United States of America designated by the Purchaser, or subsequent transferee, or by check mailed to the Purchaser, or subsequent transferee, at the address on file with the City. The final payment of principal of the Bonds plus accrued interest to the date of payment thereof shall be paid in lawful money of the United States of America by wire transfer upon surrender when due at the designated office of the City.

E. Other Terms. The Bonds shall (i) have such other terms and provisions as are set forth in the form of Bond attached hereto as *Exhibit A* and (ii) be sold under the terms for the payment of principal of, premium, if any, and interest on the Bonds and the redemption of the Bonds, and other such conditions as are set forth in the Purchase Contract.

Section 4. **Redemption**.

A. Optional Redemption. The Bonds may be subject to optional redemption as will be determined by the Finance Director and set forth in the Purchase Contract.

B. Mandatory Redemption. The Bonds may be subject to mandatory redemption as will be determined by the Finance Director and set forth in the Purchase Contract. Whenever Bonds subject to mandatory redemption are purchased, redeemed (other than pursuant to mandatory redemption) or delivered for cancellation (i) by the City to the Registrar (if the Bonds are sold via competitive or negotiated sale) or (ii) by the Purchaser, or subsequent transferee, to the City (if the Bonds are directly placed with the Purchaser), the principal amount of the Bonds so retired shall satisfy and be credited against the mandatory redemption requirements for such Bonds for such years as the City may direct.

C. Notice of Redemption.

(i) If the Bonds are sold in a competitive or negotiated sale, and so long as the Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Registrar not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of DTC or any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

(ii) If the Bonds are sold in a competitive or negotiated sale, notice of any redemption will also be sent to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion

of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

(iii) If the Bonds are directly placed with the Purchaser, notice of any redemption will be mailed by first class mail, postage prepaid, to the registered owner, at the address shown on file with the City, not more than 60 nor less than 30 days prior to the date set for redemption. Failure to properly give notice of redemption shall not affect the redemption of any Bond for which notice was properly given. The Purchaser and the City may agree to additional notice provisions in the Direct Purchase Agreement.

(iv) In all methods of sale of the Bonds, if moneys for the payment of the redemption price of the Bonds and accrued interest are not held in separate accounts by the City, a depository trustee or the Paying Agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force or effect.

D. Effect of Call for Redemption. On the date designated for redemption by notice given as herein provided, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, and, if moneys for payment of the redemption price are held in separate accounts by the City, a depository trustee or the Paying Agent, as applicable, interest on such Bonds or portions of such Bonds so called for redemption shall cease to accrue, such Bonds shall cease to be entitled to any benefit or security hereunder and the registered owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and such Bonds shall be deemed paid and no longer outstanding.

E. Redemption of Less Than All of a Bond. Except as otherwise provided by the Book-Entry-Only System (if the Bonds are sold in a competitive or negotiated sale), any Bond that is to be redeemed only in part shall be surrendered at the corporate trust office of the Paying Agent or at the designated office of the City, as applicable, and the City shall execute and the Paying Agent or the City, as applicable, shall authenticate and deliver to the registered owner of such Bond, without a service charge, a new Bond or Bonds of the same stated maturity and of any authorized denomination or denominations as requested by such registered owner in the aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond or Bonds so surrendered.

F. Defeasance. Any Bond or portion thereof in authorized denominations shall be deemed paid and defeased and thereafter shall have no claim on ad valorem taxes levied on taxable property in the City if: (i) there is deposited with a bank or comparable financial institution, in trust, obligations issued by or guaranteed by the United States government ("*Defeasance Obligations*") or moneys, or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption; and (ii) such defeased Bond or portion thereof is to be redeemed, (a) notice of such redemption has been given in accordance with provisions hereof, or (b) as applicable, the City has submitted to the Registrar and the Paying Agent instructions expressed to be irrevocable as to the date upon which such Bond or

portion thereof is to be redeemed and as to the giving of notice of such redemption. If the maturing principal on the Defeasance Obligations or other moneys, or both, is sufficient to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption, a certificate or report of an accountant shall not be required. Bonds, the payment of which has been provided for in accordance with this section, shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

Section 5. **Security**. For the purpose of paying the principal of, premium (if any), interest on and costs of administration of the registration and payment of the Bonds, there shall be levied on all taxable property in the City a continuing, direct, annual, ad valorem tax, without limit as to rate or amount, sufficient to pay all such principal, interest and administration costs on the Bonds as the same becomes due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected. The proceeds of the taxes shall be kept in a special fund and shall be used only for the purpose for which collected.

Section 6. **Form of Bonds**. The Bonds shall be in substantially the form of *Exhibit A* attached hereto and incorporated by reference herein, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby or by the Purchase Contract and are approved by those officers executing the Bonds; execution thereof by such officers shall constitute conclusive evidence of such approval. As applicable, the Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. As applicable, each Bond shall show both the date of the issue and the date of such Bond's authentication and registration. The Bonds are prohibited from being converted to coupon or bearer bonds without the consent of the Council and approval of Bond Counsel. If the Book-Entry-Only System is used and at any time discontinued, the Bonds shall be reissued and transferred in the form of the Bond to be prepared at that time.

Section 7. **Use of Proceeds**. The net proceeds from the sale of the Bonds shall be set aside and deposited by the Finance Director in a separate account and are expected to be used by the City for all or any of the following purposes approved by the Elections, in the following estimated amounts:

Amount	Election(s)	Purpose	Debt Limit
$17,800,000	2000, 2004	Bridges, Storm Sewer and Drainage	6%
$55,315,000	2023	Street and Transportation Improvements	20%
$17,000,000	2023	Parks and Recreation Improvements	20%
$37,000	2023	Public Safety	20%

The Bonds will be charged against the City's 6% and 20% debt limits as shown above. Notwithstanding the foregoing, upon finalizing the Purchase Contract, the Finance Director is authorized to change the amounts, election, use of proceeds, and debt limitations set forth above to accurately reflect the final terms of the Bonds and the intended uses of the proceeds by the City. Any such changes shall be certified in a closing certificate signed by the Finance Director. Further, the Finance Director, in such closing certificate shall allocate such amounts and purposes to the maturities and mandatory redemption payments of the Bonds. The moneys for the purposes as

stated above or as set forth in the closing certificate of the Finance Director as to use of proceeds shall be applied and used solely for the purposes set forth in the ballot questions submitted to the qualified electors of the City at the Elections.

Any premium received from the sale of the Bonds shall be used for the purpose set forth above and to pay the Purchaser's compensation, if applicable, and any other costs of issuance lawfully payable from such premium. If net premium received from the sale of the Bonds is used for the purposes set forth above, such use of net premium shall be in accordance with A.R.S. § 35-457(D).

Section 8. **Registrar, Paying Agent and Depository, as Applicable**.

A. Direct Placement. If the Bonds are directly placed with the Purchaser, the Registrar/Depository Contract may not be required as set forth in the Direct Purchase Agreement, and the City may function as the registrar, paying agent and depository for the Bonds.

B. Competitive or Negotiated Sale. If the Bonds are sold in a competitive or negotiated sale, the City has determined to enter into a Registrar/Depository Contract, to be dated as of the first day of the month of the dated date of the Bonds, or such other date as set forth in the Purchase Contract, by and between the City and U.S. Bank Trust Company, National Association, acting as bond registrar, transfer agent, paying agent and depository, as applicable (the "*Registrar,*" the "*Paying Agent*" and "*Depository*" as the case may be), to process the issuance, registration, transfer and payment of the Bonds as Registrar and Paying Agent, and to pay certain costs of issuance of the Bonds on behalf of the City and to hold and disburse funds for the Projects as Depository. If the Bonds are sold in a competitive or negotiated sale, or if so designated in the Direct Purchase Agreement, the execution and delivery of the Registrar/Depository Contract is hereby authorized to provide terms for the Bonds and to provide for authentication and delivery of the Bonds. If the Book-Entry-Only System is discontinued, pursuant to the Registrar/Depository Contract, the Registrar will maintain an office or agency where Bonds may be presented for registration or transfer, and the Paying Agent will maintain an office or agency where Bonds may be presented for payment. The Finance Director is hereby authorized (i) to determine if the Registrar and Paying Agent shall also serve as the Depository to pay certain costs of issuance of the Bonds on behalf of the City and to hold and disburse Bond proceeds to fund the Projects, and (ii) if not, to approve corresponding changes to the Registrar/Depository Contract. The Finance Director may appoint one or more co-registrars or one or more additional paying agents. The Registrar and the Paying Agent may make reasonable rules and set reasonable requirements for their respective functions with respect to the registered owners of the Bonds.

C. Registrar, Paying Agent and Depository, as Applicable; Changes. If the Bonds are sold in a competitive or negotiated sale, or if so designated in the Direct Purchase Agreement, initially, U.S. Bank Trust Company, National Association will act as, and is hereby designated as, the Registrar, Paying Agent and Depository, as applicable, with respect to the Bonds. An entity into which either, both, or all (as applicable) the Registrar, Paying Agent and Depository, as applicable, is merged or consolidated shall continue as the Registrar, Paying Agent and Depository, as applicable, hereunder without notice to the registered owners of the Bonds or any further action by the City. The City may change the Registrar, Paying Agent or Depository,

as applicable, without notice to or consent of registered owners of the Bonds and the City may act in any such capacity.

D. Moneys Held in Trust. The Paying Agent, and any subsequent paying agent, shall be required to agree in writing that the Paying Agent will hold in trust for the benefit of the registered owners of the Bonds all moneys held by the Paying Agent for the payment of principal of and interest and any premium on the Bonds.

E. Authenticating Agent. The Registrar may appoint an authenticating agent acceptable to the City to authenticate Bonds. An authenticating agent may authenticate Bonds whenever the Registrar may do so. Each reference in this Resolution to authentication by the Registrar includes authentication by an authenticating agent acting on behalf and in the name of the Registrar and subject to the Registrar's direction.

F. Registration and Transfer of Bonds. The Registrar shall keep a separate register for the Bonds. The register shall show the registered owners of the Bonds and any transfer of the Bonds. When Bonds are presented to the Registrar or a co-registrar with a request to register a transfer, the Registrar shall register the transfer on the proper registration books if its requirements for transfer are met and shall authenticate and deliver one or more Bonds registered in the name of the transferee of the same principal amount, maturity or payment date and rate of interest as the surrendered Bonds. All transfer fees and costs shall be paid by the transferor.

G. Record Date. The "*Record Date*" for the Bonds shall be the close of business of the Registrar on the 15th day of the calendar month (other than a Saturday, Sunday or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "*Business Day*")) immediately preceding the applicable Interest Payment Date, or if such date is not a Business Day, the previous Business Day. Bonds presented to the Registrar for transfer after the close of business on the Record Date and before the close of business on the next subsequent Interest Payment Date will be registered in the name of the transferee but the interest payment will be made payable to and mailed to the registered owner shown on the books of the Registrar as of the close of business on the respective Record Date.

H. Transfer after Record Date. The Registrar may, but shall not be required to, transfer or exchange any Bonds during the period commencing on the Record Date to and including the respective Interest Payment Date. The Registrar may, but need not, register the transfer of a Bond which has been selected for redemption and need not register the transfer of any Bond for a period of 15 days before a selection of Bonds to be redeemed; if the transfer of any Bond that has been called or selected for call for redemption in whole or in part is registered, any notice of redemption that has been given to the transferor will be binding upon the transferee and a copy of the notice of redemption will be delivered to the transferee along with the Bond or Bonds. If the Registrar transfers or exchanges Bonds within the period referred to above, interest on such Bonds shall be paid to the person who was the registered owner at the close of business of the Registrar on the Record Date as if such transfer or exchange had not occurred.

I. Authentication of Bonds. The Registrar shall authenticate Bonds for original issue in the aggregate principal amount of not to exceed $100,000,000 upon the written request of the Finance Director. The aggregate principal amount of Bonds outstanding at any time

may not exceed this amount except for replacement Bonds as to which the requirements of the Registrar and the City are met.

Section 9. **Execution of Bonds and Bond Documents**.

A. Bonds.

(i) The Bonds shall be executed for and on behalf of the City by the Mayor or any member of the Council and attested by the City Clerk by their manual or facsimile signatures and the City seal will be either photographically, mechanically reproduced or manually imprinted or affixed on the Bonds. If the signatures are affixed or imprinted by facsimile means, the Mayor or any member of the Council and City Clerk shall execute a certificate adopting as their signatures the facsimile signatures appearing on the Bonds. If an officer whose signature is on a Bond no longer holds that office at the time the Bond is authenticated and registered, such Bond shall nevertheless be valid.

(ii) If the Bonds are sold in a competitive or negotiated sale, no Bond shall be valid or binding until authenticated by the manual signature of an authorized representative of the Registrar. If the Bonds are directly placed with the Purchaser, no Bond shall be valid or binding until authenticated by the manual signature of an authorized officer of the City unless a Registrar has been appointed and the Bond is authenticated by the manual signature of an authorized representative of the Registrar. The signature of the authorized representative of the Registrar or the City, as the case may be, shall be conclusive evidence that such Bond has been authenticated and issued under this Resolution.

B. Bond Documents.

(i) The forms, terms and provisions of the Bond Documents in substantially the forms of the Bond Documents (including the exhibits thereto) currently on file with the City Clerk or otherwise described herein, are hereby approved, with such insertions, deletions and changes as are consistent herewith and as are approved by the officers authorized to execute the Bond Documents, which approval will be conclusively demonstrated by the execution thereof, and the Mayor, any member of the Council, the City Clerk and the Finance Director (collectively, the "*Authorized Officers*") are each hereby authorized and directed to execute the Bond Documents, as may be required.

(ii) The Authorized Officers are each hereby authorized and directed to determine and approve the actual dated date, maturity dates and amounts, interest rates, redemption provisions, and the purchase price to be paid by the Purchaser, and the terms of the Placement Agent Agreement and Direct Purchase Agreement if the Bonds are placed with a Purchaser, and to execute and deliver the Bond Documents in substantially the form on file with the City Clerk or otherwise approved herein, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing such agreements on behalf of the City. Execution of the Bond Documents by such officers shall be conclusive evidence of such approval. The City Clerk is authorized and directed to attest such signatures. Where applicable, any of the foregoing officers may affix their signatures by manual, mechanical, facsimile or electronic means.

(iii) In the event the Mayor, any member of the Council or an officer of the City is unavailable or unable to discharge any obligation or duty with respect hereto, including the approval, execution or attestation of the Bonds or other documents, then any member of the Council may act in the capacity of such member or officer for the purpose of discharging such obligation or duty.

Section 10. **Mutilated, Lost or Destroyed Bonds**. In case any Bond becomes mutilated, destroyed or lost, the Registrar or the City, as applicable, shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the registered owner's paying the reasonable expenses and charges of the City and the Registrar, as applicable, in connection therewith and, in the case of the Bond destroyed or lost, filing with the City and the Registrar, as applicable, by the registered owner evidence satisfactory to the City and the Registrar, as applicable, that such Bond was destroyed or lost, and furnishing the City and the Registrar, as applicable, with a sufficient indemnity bond pursuant to A.R.S. § 47-8405, as amended.

Section 11. **Acceptance of Offer; Sale of Bonds; Purchase Contract Approval**.

A. Purchase Contract. As applicable, the Underwriter or the Purchaser shall purchase the Bonds pursuant to the form of Bond Purchase Agreement submitted to and on file with the City Clerk or Direct Purchase Agreement in the customary form as approved by Bond Counsel, as applicable, and such proposal, as supplemented by the final terms as contemplated by this Resolution, is hereby authorized and approved. When the final terms of the Bonds are known, the Bond Purchase Agreement or Direct Purchase Agreement, as applicable, shall be finalized. The Authorized Officers are each hereby authorized and directed to cause the Bond Purchase Agreement or Direct Purchase Agreement, as applicable, to be completed and executed and to finalize the terms thereof, including, but not limited to, establishing the principal amount of Bonds sold, the maturity amounts, maturity dates, interest rates and optional and mandatory redemption provisions; provided, however, that the parameters of this Resolution shall govern the Purchase Contract or Direct Purchase Agreement, as applicable, as finalized; and provided further, that none of the Authorized Officers are authorized to insert in the Purchase Contract or Direct Purchase Agreement, as applicable, any terms or conditions that would be contrary to this Resolution. Upon the completion, execution and delivery of the Bond Purchase Agreement or Direct Purchase Agreement, as applicable, the Bonds are ordered sold to the Underwriter or Purchaser. The execution and delivery of the Purchase Contract or the Direct Purchase Agreement, as applicable, as completed, shall be conclusive evidence of such approval of the final terms and provisions.

B. Notice of Sale. If the Bonds are sold through a competitive sale, the form of the Notice, in the customary form as approved by Bond Counsel, as drafted by the Municipal Advisor and approved by the Finance Director, is hereby approved. The Authorized Officers, with the assistance of the Municipal Advisor, are each hereby authorized to complete and amend the Notice as may be in the best interest of the City in a manner consistent with the terms of this Resolution and thereafter circulate the Notice. The execution and delivery of the Notice as completed shall be conclusive evidence of such approval of the final terms and provisions.

C. Bond Delivery. The Finance Director is hereby authorized and directed to cause the Bonds to be delivered to or upon the order of the Purchaser upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the Purchase Contract.

Section 12. **Bond Insurance**. With respect to the Bonds, if the Finance Director determines that the purchase of an insurance policy relating to the Bonds is in the best interests of the City, the Finance Director is hereby authorized and directed to purchase such insurance policy relating to the Bonds, to pay or cause to be paid all premiums attendant thereto, and to enter into any obligations or agreements on behalf of the City to repay amounts paid thereon by the providers thereof.

Section 13. **Distribution of Disclosure Documents**.

A. Official Statement. If applicable, the preparation and dissemination of a preliminary official statement relating to the Bonds (the "*Preliminary Official Statement*"), in substantially the form currently on file with the City Clerk, is hereby authorized and approved. Its distribution is hereby authorized and approved and will be used if the Bonds are sold in a competitive or negotiated sale. The Preliminary Official Statement shall be in a form that is approved and may be deemed "final" for all purposes of the provisions of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934 (the "*Rule*"), by any of the Authorized Officers. Any of the Authorized Officers shall approve and cause the Final Official Statement, in substantially the form of the Preliminary Official Statement referred to above, to be prepared and distributed in connection with the sale of the Bonds. The Authorized Officers are each hereby authorized to execute and deliver the Final Official Statement on behalf of the City and the execution by such officer shall be deemed conclusive evidence of such approval.

B. Continuing Disclosure Certificate. Further, if applicable, to comply with the Rule, unless an exemption from the terms and provisions of the Rule is applicable to the Bonds, the Authorized Officers are each hereby authorized and directed to prepare, execute and deliver on behalf of the City a written agreement or undertaking for the benefit of the Owners (including beneficial owners) of the Bonds (the "*Continuing Disclosure Certificate*"), in substantially the form submitted to and on file with the Council. The Continuing Disclosure Certificate shall contain such terms and provisions as are necessary to comply with the Rule including, but not limited to (i) an agreement to provide to MSRB the financial information or operating data presented in the Final Official Statement, as determined by mutual agreement between the Authorized Officers and the Purchaser, and audited financial statements of the City and (ii) an agreement to provide listed events disclosure to MSRB.

Section 14. **Tax Covenants**. All or a portion of the Bonds may be issued as "tax-exempt" bonds or "taxable" bonds for purposes of the Code, as determined by the Finance Director with the assistance of the Municipal Advisor. The following covenants shall only apply to such Bonds designated by the City as "tax-exempt."

A. Covenant to Maintain Tax Exemption. In consideration of the purchase and acceptance of the Bonds by the registered owners thereof and, as authorized by A.R.S., Title 35, Chapter 3, Article 7, and in consideration of retaining the exclusion of interest income on such

Bonds from gross income for federal income tax purposes, the City covenants with the registered owners from time to time of the Bonds to neither take nor fail to take any action which action or failure to act is within its power and authority and would result in interest income on the Bonds becoming subject to inclusion in gross income for federal income taxes.

B. Closing Documents. The Authorized Officers are each hereby authorized to execute and deliver all closing documents incorporating the City's representations necessary to exclude the interest on the Bonds from gross income for federal income tax purposes and other matters pertaining to the sale of the Bonds as required by Bond Counsel. The Mayor or Finance Director or a partner of Bond Counsel is authorized to execute and file on behalf of the City information reporting returns and to file or deliver such other information as may be required by Section 149(e) of the Code.

C. Rebate Fund; Rebate Payments. In the event it is necessary to rebate the earnings from the investment of the proceeds of the Bonds, the Council hereby authorizes the Finance Director or any agent thereof to create a separate fund to be known as the Rebate Fund. Into such fund shall be deposited any and all moneys deemed necessary to remain in compliance with the provisions of Section 148 of the Code, or any regulations promulgated thereunder. Moneys in such fund shall be segregated or (if authorized in writing by an opinion of Bond Counsel) commingled with other moneys of the City. In the event such Rebate Fund is created, the Finance Director is ordered and directed to employ or engage one or more arbitrage rebate consultants to make, as necessary, any calculations in respect of rebates to be paid to the United States of America in accordance with Section 148 of the Code. The Authorized Officers are each hereby authorized to make any applicable elections necessary to avoid the rebate to the federal government of certain of the investment earnings attributable to the Bonds and is further authorized and directed to pay any amounts necessary to the United States, as arbitrage rebate(s).

D. Further Acts. The City agrees that it will comply with such requirements and will take any such actions as in the opinion of Bond Counsel are necessary to prevent interest income on the Bonds from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to: making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by Bond Counsel; paying to the United States of America any required amounts representing yield reduction payments or rebates of arbitrage profits relating to the Bonds; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating to the Bonds; and limiting the use of the proceeds of the Bonds and property financed thereby.

E. Authorized Representatives. The Council hereby authorizes and directs the Finance Director, or designee, to represent and act for the City in all matters pertaining to the City's tax-exempt bonds, as may be necessary to comply, on a continuing basis, with the Internal Revenue Service, Securities and Exchange Commission and other governmental entities' requests, reporting requirements and post issuance compliance policies and matters.

Section 15. **Resolution a Contract**. This Resolution shall constitute a contract between the City and the registered owners of the Bonds and shall not be repealed or amended in any

manner that would impair, impede or lessen the rights of the registered owners of the Bonds then outstanding. The performance by the Council of the obligations in this Resolution, the Bonds and the Bond Documents is hereby authorized and approved, and it is ordered and directed to execute, deliver and perform such agreements.

Section 16. **Severability**. If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution is for any reason held to be illegal, invalid or unenforceable, such decision will not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have adopted this Resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution may be held illegal, invalid or unenforceable.

Section 17. **Other Actions Necessary; Ratification of Actions; Consent**. The Authorized Officers shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by this Resolution and the Bond Documents, including without limitation, the execution and delivery of the closing and other documents required to be delivered in connection with the sale and delivery of the Bonds. (The persons who take such actions shall be the persons holding such offices at the time of the initial issuance and delivery of the Bonds.) The Finance Director may agree, on behalf of the City, to provide annual continuing disclosure regarding the City to the Purchaser and such parties as the Purchaser may request and to use the services of a dissemination agent to satisfy such request. All actions of the officers and agents of the City that conform to the purposes and intent of this Resolution and that further the issuance and sale of the Bonds as contemplated by this Resolution whether heretofore or hereafter taken shall be and are hereby ratified, confirmed and approved. The Council hereby acknowledges Gust Rosenfeld P.L.C.'s representation of the Underwriter in matters not involving the City or the Bonds and hereby consents to the representation of the City in the matters set forth in this Resolution.

Section 18. **Cancellation of Agreement**. The City hereby gives notice to the Registrar, the Paying Agent, the Depository and the Underwriter or Purchaser, as applicable, that A.R.S. § 38-511, provides that, within three years after execution of any agreement, the City may cancel such agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the City or any of its departments or agencies is at any time while the agreement or any extension of the agreement is in effect an employee or agent of the other party to the agreement in any capacity or a consultant to such other party with respect to the subject matter of the agreement.

Section 19. **Waiver of Inconsistency**. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance of any part thereof.

Section 20. **Limitation on Repeal of Resolution**. After any of the Bonds are authenticated and delivered by the Registrar to the Underwriter, or by the City to the Purchaser, as applicable, upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the Bonds and the interest thereon have been fully paid, canceled and discharged.

Section 21. **Budget Transfer Authorization**. Pursuant to this Resolution, any budget transfers necessary related to the sale, issuance and delivery of the Bonds and initial debt service of the Bonds are hereby authorized and approved.

[Signatures on following page]

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Arizona, this 22nd day of June, 2026.

_____
Joe Pizzillo, Mayor

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Gust Rosenfeld P.L.C., Bond Counsel

Exhibit A – Bond Form

CERTIFICATION

I, Jasmine Pernicano, the duly appointed and acting City Clerk of the City of Goodyear, Arizona, do hereby certify that the above and foregoing Resolution No. 2026-2528 was duly passed by the Mayor and Council of the City of Goodyear, Arizona, at a regular meeting held on June 22, 2026, and the vote was ____ aye's, ___ nay's, _____ abstained and _____ were absent, and that the Mayor and ____ Council Members were present thereat.

_____
City Clerk

EXHIBIT A

(Form of the Bond)

Number: R-____ Denomination: $_____

[***If the Bonds are sold in a public offering*** - Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York trust company ("*DTC*"), to the City or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

[***If the Bonds are privately placed –*** RESTRICTIONS ON TRANSFER. THIS BOND MAY BE TRANSFERRED ONLY IN WHOLE, OR IN PART, AND ONLY TO A "QUALIFIED INVESTOR," WHICH MEANS A "QUALIFIED INSTITUTIONAL BUYER," AS SUCH TERM IS DEFINED IN RULE 144A OF THE SECURITIES ACT OF 1933, AS AMENDED, OR AN "ACCREDITED INVESTOR" (EXCLUDING NATURAL PERSONS) AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) OF THE SECURITIES ACT OF 1933, AS AMENDED, WHO EXECUTES THE CERTIFICATE OF QUALIFIED INVESTOR, THE FORM OF WHICH IS ATTACHED HERETO.]

CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BOND,
SERIES 2026

[If the Bonds are sold in a public offering]

Interest Rate	Maturity Date	Original Dated Date	CUSIP No.
____%	[ ] 1, 20__	_____, 2026	382505___

Registered Owner: Cede & Co.

Principal Amount: [_____ AND NO/100 DOLLARS ($_____)]

[If the Bonds are privately placed]

Interest Rate	Maturity Date	Original Dated Date
____%	[ ] 1, 20__	_____, 2026

Registered Owner: [_____]

Principal Amount: [_____ AND NO/100 DOLLARS ($_____)]

CITY OF GOODYEAR, ARIZONA (the "*City*"), for value received, hereby promises to pay to the registered owner identified above, or registered assigns as provided herein, on the maturity date set forth above, the principal amount set forth above, and to pay interest on the unpaid principal amount at the interest rate shown above.

[The bonds maturing on or before [ ] 1, [20__], are not subject to call for redemption prior to their stated maturity dates. Bonds maturing on or after [ ] 1, [20__] are subject to call for redemption prior to their stated maturity dates, at the option of the City, in whole or in part on [ ] 1, [20__], or on any date thereafter by the payment of a redemption price equal to the principal amount of each bond called for redemption plus accrued interest to the date fixed for redemption, but without premium.]

Interest is payable on January 1 and July 1 of each year commencing [January 1, 2027], and will accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from the original dated date set forth above. Interest will be computed on the basis of a year comprised of 360 days consisting of 12 months of 30 days each.

Principal of and interest on this bond are payable in lawful money of the United States of America. Interest payments and principal payments that are part of periodic principal and interest payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns in same-day funds no later than the time established by DTC on each interest or principal payment date (or in accordance with existing arrangements between the City and DTC).

The "*Record Date*" for this bond shall be the close of business of the registrar on the 15th day of the calendar month (other than a Saturday, Sunday or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "*Business Day*")) immediately preceding the applicable Interest Payment Date, or if such date is not a Business Day, the previous Business Day.

[*If bonds are privately placed* - Interest payments and principal payments that are part of periodic principal and interest payments shall be received by the registered owner hereof, as shown on the registration books maintained by the City, at the address appearing therein at the close of business on the 15th day of the calendar month next preceding the interest payment date. Annual payments of principal represented by mandatory sinking fund installments shall not require the surrender of this bond.]

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this bond exist, have occurred and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by the Constitution and laws of the State of Arizona, and that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon all of the taxable property in the City for the payment of this bond and of the interest hereon as each becomes due.

This bond is one of a series of general obligation bonds in the aggregate principal amount of [$_____] of like tenor except as to amount, maturity date, redemption provisions, interest rate, series designation and number, issued by the City to provide funds to make those certain acquisitions and public improvements approved by a majority vote of qualified electors voting at elections duly called and held in and for the City, pursuant to a resolution of the City Council duly adopted prior to the issuance hereof (the "*Resolution*"), and pursuant to the

Constitution and laws of the State of Arizona relative to the issuance and sale of general obligation bonds, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the punctual payment of this bond and the interest hereon and for the levy and collection of ad valorem taxes on all taxable property within the City sufficient for that purpose, the full faith and credit of the City are hereby irrevocably pledged.

So long as the book-entry-only system is in effect, notices of redemption will be sent to DTC in the manner required by DTC. If the book-entry-only system is discontinued, notice of redemption of any bond shall be filed with the registrar and mailed to the registered owner of the bond or bonds being redeemed at the address shown on the books of the registrar not more than 60 days nor less than 30 days prior to the redemption date. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Notice of any redemption will also be sent to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB. Failure to properly give notice of redemption shall not affect the redemption of any bond for which notice was properly given. If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the City or the paying agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and the notice shall be of no force and effect. When so called for redemption, the bonds will cease to bear interest on the date fixed for redemption if on that date sufficient funds for such redemption are on deposit at the place of payment.

The registrar or the paying agent on the original issue date is U.S. Bank Trust Company, National Association. The registrar or the paying agent may be changed by the City without notice.

So long as the book-entry-only system is in effect, this bond is non-transferable. If the book-entry-only system is discontinued, this bond is transferable by the registered owner in person or by attorney duly authorized in writing at the designated office of the registrar upon surrender and cancellation of this bond, but only in the manner and subject to the limitation on transfer and upon payment of the charges provided in the Resolution. Upon such transfer a new bond or bonds of the same aggregate principal amount, maturity and interest rate will be issued to the transferee in exchange. The registrar may require an owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the authorizing resolution. Should this bond be submitted to the registrar for transfer during the period commencing after the close of business on the Record Date and continuing to and including the next subsequent interest payment date, ownership will be transferred in the normal manner but the interest payment will be made payable to and mailed to the registered owner as shown on the registrar's books at the close of business on the Record Date.

The registrar may, but need not, register the transfer of this bond if it has been selected for redemption and need not register the transfer of this bond for a period of 15 days before selection of this bond to be redeemed; if the transfer of this bond, after it has been called or selected for call for redemption in whole or in part, is registered, any notice of redemption that has been given to the transferor will be binding upon the transferee and a copy of the notice of redemption will be

delivered to the transferee along with this bond. If the registrar transfers or exchanges this bond within the period referred to above, interest on this bond shall be paid to the person who was the owner at the close of business of the registrar on the Record Date as if such transfer or exchange had not occurred.

Notwithstanding any provisions hereof or of the Resolution, however, the obligation of the City to make money available to pay this bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Obligations (as such term is defined in the Resolution) sufficient for such purpose as described in the Resolution.

[Bonds of this series are issuable only in fully registered form in the denomination of $5,000 of principal or integral multiples thereof.] [This bond shall be issued in denominations of $100,000 or integral multiples of $1,000 in excess thereof and shall be issued in fully registered form.]

[*If bonds are privately placed* - Notwithstanding any other provision of this Bond to the contrary, this Bond is nontransferable unless the transferee or transferees provide the registrar and paying agent a completed certificate of qualified investor in the form included in this Bond.]

[This bond may be transferred only in whole, or in part, in denominations of $100,000 of principal each or integral multiples of $1,000 in excess thereof to a "Qualified Investor," which means a "qualified institutional buyer," as such term is defined in Rule 144A, of the Securities Act of 1933, as amended (the "*Securities Act*") or an "accredited investor" (excluding natural persons) as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act, who executes a Certificate of Qualified Investor in the form attached hereto as *Exhibit I*, and who agrees to comply with all applicable federal and state securities laws.]

The City, the registrar and the paying agent may treat the registered owner of this bond as the absolute owner for the purpose of receiving principal and interest and for all other purposes and none of them shall be affected by any notice to the contrary.

The City has caused this bond to be executed by the Mayor and attested by the City Clerk, which signatures may be manual or facsimile signatures, and the City seal has been photographically, mechanically or manually imprinted, affixed or reproduced on this bond. This bond is not valid or binding upon the City without the manually affixed signature of an authorized representative of the registrar. This bond is prohibited from being issued in coupon or bearer form without the consent of the City and the occurrence of certain other conditions.

CITY OF GOODYEAR, ARIZONA

_____
Mayor

ATTEST:

_____
City Clerk

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

- -

DATE OF AUTHENTICATION AND REGISTRATION: _______________

CERTIFICATE OF AUTHENTICATION

This bond is one of the City of Goodyear, Arizona, General Obligation Bonds, Series 2026, described in the Resolution mentioned herein.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Registrar

____
Authorized Representative

- -
- -

[(INSERT INSURANCE STATEMENT HERE, IF APPLICABLE)]

- -
- -

FORM OF ASSIGNMENT

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common	UNIF GIFT/TRANS MIN ACT-____Custodian____
TEN ENT - as tenants by the entireties	(Cust) (Minor)
JT TEN - as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts/Transfers to Minors Act _____ (State)

Additional abbreviations may also be used though not in list above.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned[, subject to the transfer restrictions described in the within bond,] hereby sells, assigns and transfers unto (print or typewrite name, address, and zip code of transferee):

_____

(Name and Address of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints (print or typewrite name of attorney) _____ _____, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated _____

Signature Guaranteed:

_____

Firm or Bank

_____

Authorized Signature

Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other program acceptable to the Registrar.

_____

Note: The signature(s) on this assignment must correspond with the name(s) as written on the within registered bond in every particular without alteration or enlargement or any change whatsoever.

ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR

EXHIBIT 1

[FORM OF CERTIFICATE OF QUALIFIED INVESTOR]

CITY OF GOODYEAR, ARIZONA

Re: $[_____] City of Goodyear, Arizona, General Obligation Bond, Series 2026

1. Please be advised that the undersigned is a Qualified Investor (as hereinafter defined) and is purchasing directly the above-captioned bond (hereinafter referred to as the "*Bond*"), such Bond being in the original aggregate principal amount of $[_____], bearing the number R-1. Such purchase is solely for the account of the undersigned, for the purpose of investment and not with a present intent for or view to distribution or resale.

2. In the event that the undersigned transfers such Bond, the undersigned shall comply with all provisions of the resolution of City of Goodyear, Arizona (the "*City*") authorizing the issuance of the Bond, adopted on May 18, 2026 (the "*Resolution*"). The undersigned understands that, unless the Mayor and City Council of the City terminates the transfer restrictions described in the Resolution and herein, a transferee shall be a Qualified Investor (as defined herein), and must sign a letter substantially in the form of this letter and promptly provide such letter to the City before any transfer of the Bond to such transferee will be registered.

3. The undersigned acknowledges that it is a "qualified institutional buyer," as such term is defined in Rule 144A of the Securities Act of 1933, as amended (the "*Securities Act*"), or an "accredited investor" (other than a natural person) as defined in Rule 501(a)(1), (2), (3) or (7) of the Securities Act) (either of which shall constitute a "*Qualified Investor*").

4. The undersigned understands that: (i) the Resolution and the Bond are not being registered under the Securities Act, in reliance upon certain exemptions set forth in that act, (ii) the Resolution and the Bond are not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of the State of Arizona or any other state, (iii) any transfer of the Bond must comply with federal and state securities laws, (iv) any sale or transfer of the Bond, or interests therein, must be to Qualified Investors, (v) the Bond will not be listed on any stock or other securities exchange, (vi) the Bond will not carry any bond rating from any rating service, (vii) the Bond is not likely to be readily marketable, and (viii) the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth in that act.

5. The undersigned assumes all responsibility for complying with any applicable federal and state securities laws with respect to any transfer of the Bond or an interest therein by the undersigned, and agrees to hold the City harmless for, from and against any and all liabilities claims, damages or losses resulting directly or indirectly from such undersigned's failure to comply.

6. The undersigned acknowledges that the undersigned has had an opportunity and has obtained all information necessary and has evaluated the factors associated with its purchase decision and after such evaluation, the undersigned understood and knew that the purchase of the Bond involved certain risks, including, but not limited to, the probable lack of any secondary market for the Bond. The undersigned acknowledges that it is experienced in transactions such as those relating to the Bond and that the undersigned is knowledgeable and fully capable of independent evaluation of the risks involved in purchasing the Bond. Other than information specifically provided by the City, the undersigned is not relying on the City in making its decision to purchase the Bond.

7. The undersigned acknowledges that the City and the respective officers, directors, council members, advisors, employees and agents thereof have not undertaken to furnish, nor has the undersigned requested, any information to ascertain the accuracy or completeness of any information that may have been furnished by any other party.

8. This certificate and all rights and responsibilities described in it shall be governed by, and interpreted in accordance with, the laws of the State of Arizona. The federal and state courts of the State of Arizona shall have sole and exclusive jurisdiction over any dispute arising from the purchase and sale of the Bond.

Dated: _____.

[PURCHASER]

By: _____

Printed Name: _____

Title: _____

FEDERAL TAXPAYER I.D. NO. 86-6000249

BOND REGISTRAR, TRANSFER AGENT, PAYING AGENT AND DEPOSITORY CONTRACT FOR BONDS OF THE CITY OF GOODYEAR, ARIZONA

This Bond Registrar, Transfer Agent, Paying Agent and Depository Contract, dated as of _____ 1, 2026 (this "*Contract*"), is made and entered into between the **CITY OF GOODYEAR, ARIZONA** (the "*City*"), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, in its capacity as bond registrar, transfer agent, paying agent and depository (the "*Bank*"), and witnesseth as follows:

Pursuant to Resolution No. 2026-2528 (the "*Bond Resolution*"), the City will issue its City of Goodyear, Arizona, General Obligation Bonds, Series 2026 (the "*Bonds*"), in the aggregate principal amount of $[_____]. The City Council of the City (the "*Council*") has determined that the services of a bond registrar, transfer agent, paying agent and depository are necessary and in the best interests of the City. Initially, the Bonds will be issued in book-entry-only form through The Depository Trust Company ("*DTC*"), and, so long as the book-entry-only system (the "*Book-Entry-Only System*"), is in effect, the Bonds will be registered in the name of Cede & Co., the nominee of DTC.

The Bank desires to perform bond registrar, transfer agent, paying agent and depository services during the life of the Bonds.

For and in consideration of the mutual promises, covenants, conditions and agreements hereinafter set forth, the parties do agree as follows:

1. **Services**. The Bank hereby agrees to provide the following services:

A. Bond registrar services, which shall include, but not be limited to, (i) initially authenticating and verifying the Bonds; (ii) keeping registration books sufficient to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "*Code*"); (iii) recording transfers of ownership of the Bonds promptly as such transfers occur; (iv) protecting against double or overissuance; (v) authenticating new Bonds prepared for issuance to transferees of original and subsequent purchasers; (vi) informing the City of the need for additional printings of the Bonds should the forms printed prior to initial delivery prove inadequate; and (vii) lodging with the City the signatures of the persons authorized and designated from time to time to authenticate the Bonds upon request.

B. Transfer agent services, which shall include, but not be limited to, (i) receiving and verifying all Bonds tendered for transfer; (ii) preparing new Bonds for delivery to transferees and delivering the same either by delivery or by mail, as the case may be; (iii) destroying Bonds submitted for transfer; and (iv) providing proper information for recordation in the registration books.

C. Paying agent services, which shall include, but not be limited to, (i) providing a billing to the City at least 30 days prior to a Bond interest payment date setting forth the amount of principal and interest due on such date; (ii) preparing, executing, wiring or mailing

all interest payments to each registered owner of the Bonds on or before the scheduled payment date or as soon as money for payment of such interest has been transferred to the paying agent but in no event later than the time established by DTC on the date such payments are due (unless sufficient funds to make such payments have not been received by the Bank); (iii) verifying all matured Bonds upon their surrender; (iv) paying, or causing to be paid, all principal and premium, if any, due upon the Bonds as they are properly surrendered therefor to the Bank; (v) preparing a semiannual reconciliation showing all principal and interest paid during the period and providing copies thereof to the City; (vi) inventorying all documentation of payments made, including the amount, payee and wire confirmation or imaged information for six years after payment; and (vii) making proof of such payments available to the City or any registered owner or former owner.

D. Depository services for costs of issuance of the Bonds and for costs of the Projects (as defined in the Bond Resolution) funded by the Bonds as follows:

(i) Costs of Issuance Fund. The City hereby directs the Bank to establish and create a "Costs of Issuance Fund" to be held by the Bank. The Bond proceeds deposited with the Bank for the purpose of costs of issuance of the Bonds in the amount of $[_____] shall be held in a separate account and disbursed by the Bank upon receipt of a written request of the Finance Director (as defined in the Bond Resolution) or designee in substantially the form attached hereto as *Exhibit B*. Any amounts remaining on the date [six] months following the date the Bonds are issued shall be transferred to the City and deposited in the Debt Service Fund (as defined in the Tax Certificate of the City appearing in the transcript in which this Contract is a part) of the City and used to pay interest on the Bonds on the next succeeding interest payment date, and the Costs of Issuance Fund will then be closed.

(ii) Project Fund. The City hereby directs the Bank to establish and create a "Project Fund" to be held by the Bank. An amount of $[_____] of Bond proceeds shall be deposited with the Bank in the Project Fund, shall be held in a separate account, and shall be disbursed by the Bank upon receipt of an executed Payment Request Form in substantially the form attached hereto as *Exhibit C*, duly certified by the Finance Director or designee, for the purpose of paying the costs of the Projects funded by the Bonds. To the extent the funds deposited to the Project Fund and investment income attributable thereto are in excess of the amounts required for any such purpose (except moneys retained for expenses not yet due and payable), then at the discretion of the City as provided in a written request to the Bank from an authorized representative of the City, the Bank shall transfer such unexpended proceeds or income to the Debt Service Fund for application to the redemption of Bonds. Notwithstanding the foregoing, on [_____, 2029], any amounts remaining in the Project Fund shall be transferred to the Debt Service Fund.

(iv) Investment of Funds. Pending the use of the moneys held in the Costs of Issuance Fund and the Project Fund, the Bank shall invest such moneys upon the written direction of the Finance Director or designee, which investments must mature not later than such times as shall be necessary to provide moneys when needed for payments to be made. Gains from investments shall be credited to and held in and losses shall be charged to the fund or account from which the investment is made. The Bank shall not be liable or responsible for any loss resulting from any such investments. The Bank shall have no obligation to determine whether any

investment is authorized or permitted by any law, rule, regulation or statute pertaining to the City, that being the sole obligation of the City.

(v) Duties of Bank as Depository.

(a) The Bank is authorized to transfer funds relating to the closing and initial delivery of the Bonds in the manner disclosed in the closing memorandum.

(b) The Bank shall maintain adequate records pertaining to the Costs of Issuance Fund and the Project Fund and all transfers thereto, deposits therein, disbursements and transfers therefrom and earnings thereon. With respect to each investment, the Bank shall maintain a record of the purchase price, purchase date, type of security, accrued interest paid, interest rate, principal amount, date of maturity, interest payment date, date of liquidation and amount received upon liquidation. The Bank shall retain such records for at least six years following the payment and retirement of the Bonds.

(c) The Bank shall submit to the City, as requested by the City but no more often than monthly, a statement itemizing all moneys received by it and all payments made by it hereunder during the prior month, and also listing the assets on deposit in each fund at the end of such period. The Bank shall also provide an annual statement and statements for any time period as may from time to time be requested by the City.

(d) The Bank may rely upon any direction, certificate, statement or other document believed by it in good faith to be genuine and to have been signed or presented by the proper person or persons.

(e) The Bank shall report to the Internal Revenue Service, as of each calendar year-end, and to the City, all income earned from the investment of any sum held in the Costs of Issuance Fund and the Project Fund, as and to the extent required under the provisions of the Code. The City shall furnish the Bank with a completed Form W-8 or Form W-9, as applicable. Any taxes payable on income earned from the investment of any sums held in the Costs of Issuance Fund and the Project Fund shall be paid by the City, whether or not the income was distributed by the Bank during any particular year, to the extent required under the provisions of the Code or otherwise.

(f) Upon receipt of written requisition from the City signed by an authorized representative, the Bank shall return all moneys in the Costs of Issuance Fund and the Project Fund to the City, or deliver such moneys to such location or third party as such requisition may indicate, provided that in connection therewith it is the sole responsibility of the City to provide any transfer documentation as may be required by the applicable depository or third party recipient. A form of such written requisition to the Bank is attached as *Exhibit D* hereto. The City agrees that wire transfers to the City may be made pursuant to the instructions in *Exhibit D* hereto. The Bank shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of the moneys in the Costs of

Issuance Fund and the Project Fund, except as provided herein or pursuant to such directions.

2. **Record Date**. The "*Record Date*" for the payment of interest will be the close of business of the Bank on the 15th day of the calendar month (other than a Saturday, Sunday or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "*Business Day*")) immediately preceding the applicable interest payment date, or if such day is not a Business Day, the previous Business Day. Normal transfer activities will continue after the Record Date but the interest payment on a particular Bond will be mailed to the registered owner of the Bond as shown on the registration books of the Bank on the close of business on the Record Date. Principal (and premium, if any) shall be paid only on surrender of the particular Bond at or after its maturity or prior redemption date, if applicable.

3. **Redemption Notices**.

A. The Bank agrees to provide certain notices to the registered owners of the Bond as required to be provided by the Bank in, and upon being provided with a copy of, the Bond Resolution. So long as the Book-Entry-Only System is in effect, the Bank shall send notices of redemption to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, the Bank shall mail notice of redemption of any Bond to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Bank, or successor bond registrar, not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of DTC, nor any registered owner of Bonds to receive a notice of redemption, nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

B. The Bank also agrees to send notice of any redemption to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

C. If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the City or by a paying agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

D. Each redemption notice must contain, at a minimum, the complete official name of the issue with series designation, CUSIP number, certificate numbers, amount of each Bond called (for partial calls), date of issue, interest rate, maturity date, publication date (date of release to the general public, or the date of general mailing of notices to Bond registered owners and information services), redemption date, redemption price, redemption agent and the name and address of the place where the Bonds are to be tendered, including the name and phone number of

the contact person. Such redemption notices may contain a statement that no representation is made as to the accuracy of the CUSIP numbers printed therein or on the Bonds.

4. **Issuance and Transfer of Bonds**. The Bank will deliver the Bonds to registered owners, require the Bonds to be surrendered and cancelled and new Bonds issued upon transfer, and maintain a set of registration books showing the names and addresses of the owners from time to time of the Bonds. The Bank shall promptly record in the registration books all changes in ownership of the Bonds.

5. **Payment Deposit**. The City will transfer immediately available funds to the Bank no later than one Business Day prior to or, if agreed to by the parties hereto, on the date on which the interest, principal and premium payments (if any) are due on the Bonds, but in no event later than the time established by DTC, on the date such payments are due. The Bank shall not be responsible for payments to registered owners of the Bonds from any source other than moneys transferred, or caused to be transferred, to it by the City.

6. **Collateral**. The Bank shall collateralize the funds on deposit at the Bank in accordance with Arizona Revised Statutes ("*A.R.S.*") §§ 35-323 and 35-491.

7. **Turnaround Time**. The Bank will comply with the three-Business Day turnaround time required by Securities and Exchange Commission Rule 17Ad-2 on routine transfer items.

8. **Fee Schedule**. For its services under this Contract, the City will pay the Bank in accordance with the fee schedule set forth in the attached *Exhibit A*, which is incorporated herein by reference. The fee for the Bank's initial services hereunder and services to be rendered for the City's current fiscal year (2026/2027) is $[_____], which shall be paid by the City at the initial delivery of the Bonds solely from proceeds of the Bonds. For subsequent fiscal year payments, the Bank will bill the City prior to June 1 for each succeeding fiscal year.

9. **Costs and Expenses**. The City hereby agrees to pay all costs and expenses of the Bank pursuant hereto. If, for any reason, the amounts the City agrees to pay herein may not be paid from the annual tax levy for debt service on the Bonds, such costs shall be paid by the City from any funds lawfully available therefor and the City agrees to take all actions necessary to budget for and authorize expenditure of such amounts.

10. **Hold Harmless**. The Bank shall indemnify and hold harmless the City, its Council, the Finance Director and all boards, commissions, officials, officers and employees of the City, individually and collectively, for claims determined by a court of competent jurisdiction to have directly resulted from the Bank's failure to perform to its standard of care as herein stated, provided that the City shall be requested to deliver to the Bank written notice of any such claim within 30 calendar days of the City becoming aware of such claim.

11. **Standard of Care Required**. In the absence of bad faith on its part in the performance of its services under this Contract, the Bank shall not be liable for any action taken or omitted to be taken by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted to be taken by it in good faith and in accordance with advice of counsel, and shall not be liable for any mistakes of

fact or errors of judgment or for any actions or omissions of any kind unless caused by its own willful misconduct or negligence.

12. **Entire Contract**. This Contract and *Exhibit A* attached hereto contain the entire understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof, shall be binding unless in writing and signed by a duly authorized representative of all parties hereto.

13. **Amendment**. The City and the Bank reserve the right to amend any individual service set forth herein or all of the services upon providing a 60-day prior written notice. Any corporation, association or agency into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from such conversion, sale merger, consolidation or transfer to which it is a party, *ipso facto*, shall be and become successor bond registrar, transfer agent, paying agent and depository under this Contract and shall be vested with all of the same rights, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

14. **Resignation or Replacement**.

A. The Bank may resign or the City may replace the Bank as bond registrar, transfer agent, paying agent and depository at any time by giving 30 days' written notice of resignation or replacement to the City or to the Bank, as applicable. The resignation shall take effect upon the appointment of a successor bond registrar, transfer agent, paying agent and depository. A successor bond registrar, transfer agent, paying agent and depository will be appointed by the City; provided, that if a successor bond registrar, transfer agent, paying agent and depository is not so appointed within 10 days after a notice of resignation is received by the City, the Bank may apply to any court of competent jurisdiction to appoint a successor bond registrar, transfer agent, paying agent and depository. Any resignation or replacement of the Bank pursuant to this Section shall be without cost to the City.

B. In the event the Bank resigns or is replaced, the City reserves the right to appoint a successor bond registrar, transfer agent, paying agent and depository who may qualify pursuant to A.R.S. § 35-491 *et seq*., or any subsequent statute pertaining to the registration, transfer and payment of bonds. In such event the provisions hereof with respect to payment by the City shall remain in full force and effect, but the Finance Director shall then be authorized to use the funds collected for payment of the costs and expenses of the Bank hereunder, provided that the Bank shall have been paid its fees and expenses due and owing to it, to pay the successor bond registrar, transfer agent, paying agent and depository or as reimbursement if the Finance Director acts as bond registrar, transfer agent, paying agent and depository.

15. **Reports to Arizona Department of Administration**. The Bank shall make such reports to the Arizona Department of Administration (or any other party designated to receive such reports pursuant to the applicable laws of the State (as defined herein)) pertaining to the retirement of any Bonds and of all payments of interest thereon, within 30 days of a request therefor, from

the City, or its agents, to comply with the requirements of the Arizona Department of Administration pursuant to A.R.S. § 35-502.

16. **Form of Records**. The Bank's records shall be kept in compliance with standards as have been or may be issued from time to time by the Securities and Exchange Commission, the MSRB, the requirements of the Code and any other securities industry standard. The Bank shall retain such records in accordance with the applicable record keeping standard of the Internal Revenue Service.

17. **Advice of Counsel and Special Consultants**. When the Bank deems it necessary or reasonable, it may apply to Gust Rosenfeld P.L.C. or such other law firm or attorney approved by the City for instructions or advice. Any fees and costs incurred shall be added to the next fiscal year's fees, costs and expenses to be paid to the Bank.

18. **Examination of Records**. The City, or its duly authorized agents may examine the records relating to the Bonds at the office of the Bank where such records are kept at reasonable times as agreed upon with the Bank and such records shall be subject to audit from time to time at the request of the City, the Bank or the Auditor General of the State of Arizona (the "*State*").

19. **Payment of Unclaimed Amounts**. In the event any check for payment of interest on a Bond is returned to the Bank unendorsed or is not presented for payment within two years from its payment date, or any Bond is not presented for payment of principal at the maturity or redemption date, if applicable, if funds sufficient to pay such interest or principal due upon such Bond shall have been made available to the Bank for the benefit of the registered owner thereof, it shall be the duty of the Bank to hold such funds, without liability for interest thereon, for the benefit of the registered owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Bond or amounts due thereunder. The Bank's obligation to hold such funds shall continue for two years and six months (subject to applicable escheat or unclaimed property law) following the date on which such interest or principal payment became due, whether at maturity or at the date fixed for redemption, or otherwise, at which time the Bank shall surrender such unclaimed funds so held to the City, whereupon any claim of whatever nature by the owner of such Bond arising under such Bond shall be made upon the City and shall be subject to the provisions of applicable law.

20. **Invalid Provisions**. If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws, this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.

21. **Mutilated, Lost or Destroyed Bonds**. With respect to Bonds which are mutilated, lost or destroyed, the Bank shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond lost or destroyed, upon the registered owner's paying the reasonable expenses and charges in connection therewith and, in the case of any Bond destroyed or lost, filing by the registered owner with the Bank and the City of evidence satisfactory to the

Bank and the City that such Bond was destroyed or lost, and furnishing the Bank and the City with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

22. **Conflict of Interest**. Each party gives notice to the other parties that A.R.S. § 38-511 provides that the State, its political subdivisions or any department or agency of either, may within three years after its execution cancel any contract without penalty or further obligation made by the State, its political subdivisions or any of the departments or agencies of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either, is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

23. **Automatic Succession**. Any company into which the Bank may be merged or with which it may be consolidated, or any company to whom Bank may transfer a substantial amount of its business, shall be the Successor to the Bank without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

24. **Covenants**. The City has agreed in the Bond Resolution to take all necessary actions required to preserve the tax-exempt status of the Bonds. Such actions may require the calculation of amounts of arbitrage rebate that may be due and owing to the United States of America. The calculation of such rebate amount may be performed by an individual or firm qualified to perform such calculations and who or which may be selected and paid by the City. If the City does not retain a consultant to do the required calculations concerning arbitrage rebate and if, in the sole discretion of the City, a rebate calculation is required to permit interest on the City's Bonds to be and remain exempt from gross income for federal income tax purposes, the City may include, in addition to all other bills payable under this Contract, the costs and expenses and fees of an arbitrage consultant. The City may contract with a consultant to perform such arbitrage calculations as are necessary to meet the requirements of the Code. All fees, costs and expenses so paid may be deducted from moneys of the City or from tax levies made to pay the interest on the Bonds. Such costs, fees and expenses shall be considered as interest payable on the Bonds. The Bank shall have no responsibilities in connection with this Section.

25. **Levy for Expenses**. Except for the initial fiscal year's costs and expenses, all costs and expenses incurred with respect to services for registration, transfer and payment of the Bonds and, if applicable, for costs and expenses in connection with the calculation of arbitrage rebate shall be treated as interest on the Bonds and the City agrees to include the same in the taxes levied for interest debt service during each of the ensuing fiscal years.

26. **Waiver of Trial by Jury**. Each party hereto hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Contract, or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

27. **Governing Law**. This Contract is governed by the laws of the State.

28. **Transfer Expenses**. The transferor of any Bond will be responsible for all fees and costs relating to such transfer of ownership.

29. **E-verify Requirements**.

A. To the extent applicable under A.R.S. § 41-4401, the Bank and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Bank's, or its subcontractors', breach of the above-mentioned warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City. The City retains the legal right to randomly inspect the papers and records of the Bank and its subcontractors who work on this Contract to ensure that the Bank and its subcontractors are complying with the above-mentioned warranty.

B. The Bank and its subcontractors warrant to keep such papers, information and records as necessary to verify compliance with the above-mentioned warranty (collectively, the "*Information*"), open for random inspection by the City during the Bank's normal business hours. The Bank and its subcontractors shall reasonably cooperate with the City's random inspections including granting the City entry rights onto their property to perform the random inspections, granting the City access to, and use of, the Information, provided that the City agrees it will use the Information solely for the purpose of verifying compliance with the E-verify requirements and the warranty of this Section and, subject to the requirements of law, including the public records law of the State, the City will preserve the confidentiality of any information, records, or papers the City views, accesses, or otherwise obtains during any and every such random inspection, including, without limitation, the Information, and waiving their respective rights to keep such Information confidential.

30. **Electronic Storage**. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproduction of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law

31. **No Boycott of Israel**. To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Bank hereby certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a "boycott" of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

32. **Written Certification; Forced Labor of Ethnic Uyghurs Ban**.

A. To the extent A.R.S. § 35-394 is applicable, the Bank hereby certifies it does not currently, and for the duration of this Contract shall not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China, (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

B. The foregoing certification is made to the best knowledge of the Bank without any current independent investigation or without any future independent investigation for the duration of this Contract. If the Bank becomes aware during the duration of this Contract that it is not in compliance with such certification, the Bank shall take such actions as provided by law, including providing the required notice to the City. If the City determines that the Bank is not in compliance with the foregoing certification and has not taken remedial action, the City shall terminate the Bank's role as registrar, transfer agent, paying agent and depository pursuant to Section 14 hereunder.

33. **Counterparts**. This Contract may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

[Signatures on following pages]

This Contract is dated and effective as of [_____] 1, 2026.

CITY OF GOODYEAR, ARIZONA

By_____
Mayor

ATTEST:

_____
City Clerk

[City Signature Page to Bond Registrar, Transfer Agent, Paying Agent and Depository Contract]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Bank

By_____
Authorized Representative

[Bank Signature Page to Bond Registrar, Transfer Agent, Paying Agent and Depository Contract]

EXHIBIT A
TO
BOND REGISTRAR, TRANSFER AGENT, PAYING AGENT AND DEPOSITORY CONTRACT

[Bank Fee Schedule]

(See following page.)

EXHIBIT B
TO
BOND REGISTRAR, TRANSFER AGENT, PAYING AGENT AND DEPOSITORY CONTRACT

REQUEST FOR DISBURSEMENT OF ISSUANCE COSTS OF THE BONDS

RE: City of Goodyear, Arizona
General Obligation Bonds, Series 2026

The City of Goodyear, Arizona (the "*City*") hereby requests U.S. Bank Trust Company, National Association, as depository (the "*Depository*"), under that certain Bond Registrar, Transfer Agent, Paying Agent and Depository Contract dated as of [_____] 1, 2026 (the "*Registrar and Depository Contract*"), by and between the City and the Depository, relating to the above-captioned bonds (the "*Bonds*") to pay to the persons designated below as payee, the sum set forth below, in payment of the costs of issuance and sale of the Bonds.

Name of Payee	Amount
Total	

The City hereby certifies that each item in the amount set forth above is a proper charge against the Costs of Issuance Fund (as defined in the Registrar and Depository Contract) and no part of such payment shall be applied to any item that has previously been paid as an issuance cost of the Bonds.

Dated: _____, 2026.

CITY OF GOODYEAR, ARIZONA

By:_____

EXHIBIT C
TO
BOND REGISTRAR, TRANSFER AGENT, PAYING AGENT AND DEPOSITORY CONTRACT

PAYMENT REQUEST FORM

Application No. _____

RE: City of Goodyear, Arizona
General Obligation Bonds, Series 2026

U.S. Bank Trust Company, National Association (the "*Depository*") is hereby requested to pay from the Project Fund, as defined in that certain Bond Registrar, Transfer Agent, Paying Agent and Depository Contract dated as of [_____] 1, 2026, by and between the City of Goodyear, Arizona (the "*City*") and the Depository (the "*Registrar and Depository Contract*"), to the person or corporation designated below as payee, the sum set forth below such designation, in payment of the costs of the Projects (as defined in the Bond Resolution described in the Registrar and Depository Contract) described below. The amount shown below is due and payable under a purchase order or contract with respect to the costs of the Projects described below and has not formed the basis of any prior request for payment.

Payee: _____
Address: _____
Amount: _____

Description of costs of the Project(s) or portion thereof authorized to be paid to the Payee:

_____
_____

By execution of this Payment Request Form, the City requests and approves the payment of the amount stated above to the Payee set forth above.

DATED: _____.

CITY OF GOODYEAR, ARIZONA

By_____
Finance Director

Please forward payment to Payee at the following address:

_____
_____
_____

EXHIBIT D
TO
BOND REGISTRAR, TRANSFER AGENT, PAYING AGENT AND DEPOSITORY CONTRACT

FORM OF REQUISITION

REQUISITION #__

To: U.S. Bank Trust Company, National Association, depository/custodian

From: City of Goodyear, Arizona

Subject: [ACCOUNT NAME]

Date: _____

This represents Requisition No. __ related to the above referenced account for a total amount of $_____ for payment out of the [Account Name][Sub-Account Name] established under the Bond Registrar, Transfer Agent, Paying Agent and Depository Contract, dated as of [_____] 1, 2026, by and between the City of Goodyear, Arizona and U.S. Bank Trust Company, National Association, as depository.

The wiring instructions for this requisition are below.

Bank Name:

ABA#:

Account Number:

Reference:

CITY OF GOODYEAR, ARIZONA

By: _____

Name:

Its:

$[_____]
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2026

CONTINUING DISCLOSURE CERTIFICATE
(CUSIP Base No. 382505)

This Continuing Disclosure Certificate (this "*Disclosure Certificate*") is undertaken by the City of Goodyear, Arizona (the "*City*"), in connection with the issuance of its General Obligation Bonds, Series 2026 (the "*Bonds*"). In consideration of the initial sale and delivery of the Bonds, the City covenants as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is for the benefit of the Bondholders and in order to assist the Participating Underwriter in complying with the Rule (each as defined herein).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Annual Report*" shall mean the annual report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Audited Financial Statements*" shall mean the City's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the City intends to continue to prepare in substantially the same form.

"*Bondholder*" shall mean any registered owner or beneficial owner of the Bonds.

"*Bond Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized bond counsel as may be selected by the City.

"*Dissemination Agent*" shall mean the City or any person designated in writing by the City as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the United States Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

"*Financial Obligation*" shall mean:

(i) a debt obligation;

(ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or

(iii) a guarantee of (i) or (ii).

Provided, that "*Financial Obligation*" does not include municipal securities as to which a final official statement has been provided to the MSRB.

"*Listed Events*" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Official Statement*" shall mean the final official statement dated [_____], 2026, relating to the Bonds.

"*Participating Underwriter*" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. **Provision of Annual Reports**.

(a) Commencing February 1, 2027, and by no later than February 1 of each year thereafter (the "*Filing Date*"), the City shall, either directly or by directing the Dissemination Agent to do so, provide an Annual Report to MSRB. The Annual Report shall be provided electronically and in a format prescribed by MSRB. The Annual Report shall be consistent with the requirements of Section 4 of this Disclosure Certificate and shall include information from the fiscal year ending on the preceding June 30. All documents provided to MSRB shall be accompanied by identifying information prescribed by MSRB. Currently, filings are required to be made with EMMA. Not later than 15 business days prior to such Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City).

(b) If the City is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than the Filing Date.

(c) If the City's Audited Financial Statements are not submitted with the Annual Report and the City fails to provide to EMMA a copy of its Audited Financial Statements within 30 days of receipt thereof by the City, then the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) determine the proper electronic filing address of EMMA each year prior to the date(s) for providing the Annual Report and Audited Financial Statements; and

(ii) if the Dissemination Agent is other than the City, file a report or reports with the City certifying that the Annual Report and Audited Financial Statements, if applicable, have been

provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the City; provided, however, that if the Audited Financial Statements of the City are not available at the time of the filing of the Annual Report, the City shall file unaudited financial statements of the City with the Annual Report and, when the Audited Financial Statements of the City are available, the same shall be submitted to EMMA within 30 days of receipt by the City.

(b) The City's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be Provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, Audited Financial Statements for the City.

(B) Annually updated financial information and operating data of the type contained in the following tables of the Official Statement:

(i) TABLE B-11: Direct and Overlapping General Obligation Bonds Outstanding and to be Outstanding;
(ii) TABLE B-14: Property Taxes Levied and Collected;
(iii) TABLE B-15: Direct and Overlapping Assessed Valuations and Total Tax Rates;
(iv) TABLE B-16: Assessed Value by Property Classification; and
(v) TABLE B-17: Assessed Valuation of Major Taxpayers.

(C) In the event of an amendment pursuant to Section 8 of this Disclosure Certificate not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and, if the amendment is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles and state law requirements as are in effect from time to time. Notice of amendment to the accounting principles shall be sent within 30 days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document

incorporated by reference is a final official statement, it must be available from EMMA. The City shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the City, either directly or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Bonds. The City shall, in a timely manner, not in excess of 10 business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults, if material;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(vii) Modifications to rights of Bondholders, if material;
(viii) Bond calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership or similar event of the City;
(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(xv) The incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material; and
(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) "*Materiality*" will be determined in accordance with applicable federal securities laws.

Note to Section 5(a)(xii) above: For the purposes of the event identified in section 5(a)(xii) above, the event is considered to occur when any of the following occur: the appointment of a

receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. **Termination of Reporting Obligation**. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. Such termination shall not terminate the obligation of the City to give notice of such defeasance or prior redemption in the same manner as for a Listed Event under Section 5(a).

Section 7. **Dissemination Agent**. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the City, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Bond Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Bondholders, as determined by Bond Counsel.

Section 9. **Filing with EMMA**. The City shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with EMMA.

Section 10. **Additional Information**. The City may, at the City's election, include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate. If the City chooses to include such information, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the City to comply with any provision of this Disclosure Certificate any Bondholder may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy

under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Bonds or the resolution authorizing the Bonds.

Section 12. **Compliance by the City**. The City hereby covenants to comply with the terms of this Disclosure Certificate. The City expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the responsibility of, and no duty is present with respect thereto for, the Participating Underwriter, Bond Counsel or the City's financial advisor.

Section 13. **Subject to Appropriation**. Pursuant to Arizona law, the City's undertaking to provide information under this Disclosure Certificate is subject to appropriation to cover the costs of preparing and sending the Annual Report and notices of Listed Events to EMMA. Should funds that would enable the City to provide the information required to be disclosed hereunder not be appropriated, then notice of such fact shall, in a timely manner, be sent to EMMA in substantially the form attached as *Exhibit C*.

Section 14. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Bondholders, and shall create no rights in any other person or entity.

Section 15. **Governing Law and Interpretation of Terms**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signature on following page]

Dated: _____, 2026.

CITY OF GOODYEAR, ARIZONA

By_____
Finance Director

[Signature Page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Goodyear, Arizona
Name of Bond Issue: $[_____] General Obligation Bonds, Series 2026
Dated Date of Bonds: _____, 2026 Base CUSIP: 382505

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated _____, 2026. The City anticipates that the Annual Report for fiscal year ended June 30, _____, will be filed by _____.

Dated: _____

CITY OF GOODYEAR, ARIZONA

By _____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: City of Goodyear, Arizona
Name of Bond Issue: $[_____] General Obligation Bonds, Series 2026
Dated Date of Bonds: _____, 2026 Base CUSIP: 382505

NOTICE IS HEREBY GIVEN that the City failed to provide its Audited Financial Statements with its Annual Report or, if not then available, within 30 days of receipt as required by Section 4(a) of the Continuing Disclosure Certificate dated _____, 2026, with respect to the above-named Bonds. The City anticipates that the Audited Financial Statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

CITY OF GOODYEAR, ARIZONA

By _____
Its _____

EXHIBIT C

NOTICE OF FAILURE TO APPROPRIATE FUNDS

Name of Issuer: City of Goodyear, Arizona
Name of Bond Issue: $[_____] General Obligation Bonds, Series 2026
Dated Date of Bonds: _____, 2026 Base CUSIP: 382505

NOTICE IS HEREBY GIVEN that the City failed to appropriate funds necessary to perform the undertaking required by the Continuing Disclosure Certificate dated _____, 2026.

Dated: _____

CITY OF GOODYEAR, ARIZONA

By _____
Its _____

[Exhibits to Continuing Disclosure Certificate]

DRAFT
03/02/26
06/03/26

$____,000
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2026

BOND PURCHASE AGREEMENT

June __, 2026

Mayor and Council
City of Goodyear, Arizona
1900 North Civic Square
Goodyear, Arizona 85395

Ladies and Gentlemen:

The undersigned Stifel, Nicolaus & Company, Incorporated (the "Underwriter") hereby offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the City of Goodyear, Arizona (the "Issuer"), a municipal corporation duly organized and validly existing under and pursuant to the laws of the State of Arizona (the "State" or "Arizona"), whereby the Underwriter will purchase and the Issuer will sell the Bonds (as defined herein). The Underwriter is making this offer subject to the acceptance by the Issuer at or before 11:59 P.M., Arizona Time, on the date hereof. If the Issuer accepts this Purchase Agreement, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Issuer and the Underwriter. The Underwriter may withdraw this Purchase Agreement upon written notice delivered by the Underwriter to the Issuer at any time before the Issuer accepts this Purchase Agreement.

1. PURCHASE AND SALE.

(a) Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the $____,000 aggregate principal amount of "City of Goodyear, Arizona General Obligation Bonds, Series 2026" (the "Bonds"), at the purchase price of $_____, representing the aggregate principal amount of the Bonds less an Underwriter's discount of $_____ plus [net] original issue premium of $_____. The Underwriter intends to make an initial bona fide public offering of the Bonds at a price or prices (or at a yield or yields) described in the Schedule attached hereto; provided, however, the Underwriter reserves the right to change such initial public offering prices (or yields) as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds (but in all cases subject to the

requirements of Section 4 hereof), and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices (or yields greater than the yields) set forth therein (but in all cases subject to the requirements of Section 4 hereof).

(b) The Issuer acknowledges and agrees that with respect to the transaction contemplated hereby: (i) the Underwriter is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); (ii) the primary role of the Underwriter, as underwriter, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriter and the Underwriter has financial and other interests that differ from those of the Issuer; (iii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriter has to the Issuer expressly are set forth in this Purchase Agreement; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. DESCRIPTION AND PURPOSE OF THE BONDS.

(a) The Bonds have been authorized pursuant to Title 35, Chapter 3, Article 3, Arizona Revised Statutes and the Arizona Constitution (collectively, the "Act") and Resolution No. 2026-___ adopted by the Mayor and Council of the Issuer on June 22, 2026 (the "Bond Resolution"). The Bonds shall be dated the date of delivery. Interest on the Bonds shall be payable semiannually on each July 1 and January 1 during the term of the Bonds, commencing on January 1, 2027. The Bonds shall be issued and secured under and pursuant to the Bond Resolution.

(b) The proceeds of the sale of the Bonds will be used to (i) pay the costs of the projects described in the Official Statement (as defined herein), and (ii) pay certain costs of issuance associated with the Bonds.

(c) The Bonds will be secured under the provisions of the Act and the Bond Resolution. The Bonds shall mature in the years, bear interest, produce the yields or prices and be subject to redemption at the times and in the amounts, all as set forth in the Schedule attached hereto. The record dates, interest payment dates and other details and particulars of the Bonds shall be as described in the Official Statement.

3. DELIVERY OF THE OFFICIAL STATEMENT AND OTHER DOCUMENTS.

(a) The Issuer has approved and delivered or caused to be delivered to the Underwriter copies of the Preliminary Official Statement, dated June __, 2026, which, including the cover page, the inside front cover page and all appendices thereto, is herein referred to as the "Preliminary Official Statement." It is acknowledged by the Issuer that the Underwriter may deliver the Preliminary Official Statement and a final Official Statement (as defined herein) electronically over the internet and in printed paper form. The Issuer deems the Preliminary Official Statement final as of its date and as of the date hereof for purposes of Rule 15c2-12

promulgated under the Exchange Act ("Rule 15c2-12"), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2-12.

(b) Within seven (7) business days from the date hereof, and in any event not later than the Closing Date (as defined herein), the Issuer shall deliver to the Underwriter a final Official Statement relating to the Bonds dated the date hereof (such Official Statement, including the cover page, the inside front cover page and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Bond Counsel (as defined herein) and the Underwriter, is referred to herein as the "Official Statement") and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the Municipal Securities Rulemaking Board (the "MSRB") and to meet potential customer requests for copies of the Official Statement. The Underwriter agrees to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Issuer, with the MSRB on its Electronic Municipal Market Access system, if required by MSRB Rule G-32. The Official Statement shall be executed by and on behalf of the Issuer by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and any supplements to the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Issuer shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Underwriter. The Issuer hereby agrees to deliver to the Underwriter an electronic copy of the Official Statement in a form that permits the Underwriter to satisfy its obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission (the "SEC") including in a word-searchable portable document format ("pdf") including any amendments thereto. The Issuer hereby ratifies, confirms and consents to and approves the use and distribution by the Underwriter before the date hereof of the Preliminary Official Statement and hereby authorizes and consents to the use by the Underwriter of the Official Statement in connection with the public offering and sale of the Bonds.

(c) In order to assist the Underwriter in complying with Rule 15c2-12, the Issuer will undertake, pursuant to the Continuing Disclosure Certificate, to be dated the Closing Date (the "Undertaking"), of the Issuer, to provide annual financial information and notices of the occurrence of specified events. A description of the Undertaking is set forth in, and a form of such undertaking is attached as APPENDIX F - "Form of Continuing Disclosure Certificate" to, the Preliminary Official Statement and the Official Statement.

4. ESTABLISHMENT OF ISSUE PRICE.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing (as defined herein) an "issue price" or similar certificate, substantially in the form of the Exhibit attached hereto, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) [Except for the maturities set forth in the Schedule attached hereto,] the Issuer represents that it will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, the Issuer or Bond Counsel.] For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

[(c) The Underwriter confirms that the Underwriter has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the Schedule attached hereto, except as otherwise set forth therein. The Schedule attached hereto also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the Issuer and the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

[(c)][(d)] The Underwriter confirms that:

(i) any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or dealer and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

[(d)][(e)] The Issuer acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such

agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

[(e)][(f)] The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party to an underwriter,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

[[(f)/(g)] Notwithstanding anything herein to the contrary, any reporting obligation with respect to maturities subject to the hold-the-offering-price rule will terminate at the end of

the Holding Period (as defined in the form of Issue Price Certificate attached as the Exhibit hereto) even if such date is prior to the Closing Date.]

5. ISSUER'S REPRESENTATIONS. The Issuer represents to and agrees with the Underwriter that:

(a) The Issuer is duly organized and validly existing, with full legal right, power and authority to issue, sell and deliver the Bonds to the Underwriter pursuant to the Bond Resolution and the Act, to levy, collect and receive *ad valorem* property taxes and make a pledge of such taxes for the payment of debt service on the Bonds, and to execute, deliver and perform its obligations, as the case may be, under this Purchase Agreement, the Undertaking, the Bond Registrar, Transfer Agent, Paying Agent and Depository Contract with respect to the Bonds, to be dated as of July 1, 2026 (the "Bond Registrar and Paying Agent Agreement"), by and between the Issuer and U.S. Bank Trust Company, National Association (the "Paying Agent"), as such agent (collectively, the "Issuer Documents"), and the Bonds, and to perform and consummate all obligations and transactions required or contemplated by each of the Issuer Documents and the Official Statement.

(b) The Bond Resolution approving and authorizing the execution and delivery by the Issuer of the Issuer Documents and the offering, sale and issuance of the Bonds upon the terms set forth herein and in the Official Statement, was duly adopted at a meeting of the Mayor and Council of the Issuer called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(c) The Bonds conform to the description thereof contained in the Preliminary Official Statement and the Official Statement, and the Bonds, when duly issued and authenticated in accordance with the Bond Resolution and delivered to the Underwriter as provided herein, will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Bond Resolution and payable from the sources therein specified.

(d) The Issuer has executed and delivered, or will execute and deliver on or before the Closing Date, each of the Issuer Documents. Each of the Issuer Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, except as the enforceability thereof may be limited by application of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution (collectively, "Creditors' Rights Laws"). Each of the Issuer Documents has been executed and delivered, or will be executed and delivered on or before the Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(e) The Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined herein), and no event has occurred and is continuing which

with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Bond Resolution, the sale, issuance and delivery of the Bonds and the execution and delivery of the Issuer Documents and compliance with and performance of the Issuer's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer (except as described in or contemplated by the Issuer Documents and the Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used herein, the term "Material Judgment or Agreement" means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Act, the Bond Resolution and the Issuer Documents).

(f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction (including with respect to the requirements of Section 35-501(B), Arizona Revised Statutes) which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Issuer of its obligations hereunder and under the Issuer Documents have been obtained; provided, that the Issuer makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Bonds for offer and sale under Blue Sky or other state securities laws or regulations.

(g) Any certificates executed by any officer of the Issuer and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Issuer as to the accuracy of the statements therein made and as to the authority of the representative to deliver such certificates and make such representation.

(h) Between the date hereof and the time of the Closing and to the extent it may legally agree to do so pursuant to applicable law, the Issuer shall not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the Official Statement.

(i) The financial statements of the Issuer as of June 30, 2025, fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since June 30, 2025, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(j) Except for information which is permitted to be omitted pursuant to Rule 15c2-12, the information contained in the Preliminary Official Statement (excluding

therefrom any information regarding DTC (as defined herein) and the information under the heading "UNDERWRITING," as to which no representations or warranties are made), as of its date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The Official Statement is, as of its date and at all times after the date of the Official Statement (excluding therefrom any information regarding DTC and the information under the heading "UNDERWRITING," as to which no representations or warranties are made) up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from the "end of the underwriting period" as defined in Rule 15c2-12 (unless the Underwriter notifies the Issuer by the Closing Date of an unsold balance, in which case the "underwriting period" shall be deemed to end on the Closing Date), the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(m) If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance satisfactory to the Underwriter.

(n) Except as described in the Preliminary Official Statement and Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Issuer or against any other party of which the Issuer has notice or, to the knowledge of the Issuer, threatened against the Issuer: (i) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds; (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity or binding effect of any of the Issuer Documents; (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the Issuer or the validity or effect of the Bond Resolution or the Act or any provision thereof or the application of the proceeds of the Bonds; (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or any supplement or amendment thereto, or, the

Official Statement or any supplement or amendment thereto; or (v) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement and Official Statement or any of the Issuer Documents. The Issuer shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds.

(o) If required in accordance with Rule 15c2-12, the Issuer has provided or will undertake to provide certain annual financial information and other information and notices of the occurrence of certain events.

(p) Except as described in the Official Statement, during the last five years, the Issuer has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(q) Except as described in the Official Statement, the Issuer, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on the Underwriter's behalf, and shall survive the delivery of the Bonds.

6. UNDERWRITER'S REPRESENTATIONS. By entering into this Purchase Agreement, the Underwriter certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Purchase Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

7. CLOSING. The date of the payment for and delivery of the Bonds (such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery of the Bonds herein sometimes called the "Closing") shall be at 8:00 A.M., Arizona Time, on July __, 2026, or at such other time or date as the Underwriter and the Issuer may mutually agree upon as the date and time of the Closing (the "Closing Date"), the Issuer will deliver or cause to be delivered to the Underwriter, at the offices of Gust Rosenfeld P.L.C. ("Bond Counsel"), or at such other place as the Underwriter and the Issuer may mutually agree upon, the Bonds, through the facilities of The Depository Trust Company ("DTC"), duly executed and authenticated, and the other documents specified in Section 8. At the Closing, (i) upon satisfaction of the conditions herein specified, the Underwriter shall accept the delivery of the Bonds, and pay the purchase price therefor in federal funds, and (ii) the Issuer shall deliver or cause to be delivered

the Bonds to the Underwriter through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Underwriter at the Closing and the Issuer shall deliver the other documents hereinafter mentioned. The Bonds shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection.

8. CONDITIONS PRECEDENT. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and agreements of the Issuer contained herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following additional conditions:

(a) The representations and agreements of the Issuer contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(b) At the time of the Closing, the Official Statement, the Bond Resolution, the Bonds and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter.

(c) The Issuer shall perform or have performed all of its obligations required under or specified in the Bond Resolution, the Bonds, the Issuer Documents and the Official Statement to be performed at or prior to the Closing.

(d) The Issuer shall have delivered to the Underwriter the Official Statement by the time, and in the numbers, required by Section 3 of this Purchase Agreement.

(e) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Bonds, the Issuer Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(f) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Issuer, the Act, the Bond Resolution, the Bonds or the Issuer Documents as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Bonds.

(g) At or prior to the Closing, the Underwriter shall receive the transcript of proceedings of the Issuer relating to the issuance of the Bonds, including, but not limited to, the following documents (in each case with only such changes as the Underwriter shall approve):

(i) The approving opinion of Bond Counsel relating to the Bonds, dated the Closing Date, substantially in the form attached as Appendix E to the Official Statement, and, if not otherwise directly addressed to the Underwriter, a reliance letter with respect thereto addressed to the Underwriter;

(ii) The supplemental opinion of Bond Counsel, addressed to the Underwriter, dated the Closing Date, to the effect that:

(A) The Bond Resolution and the Issuer Documents have been duly authorized, executed and delivered by the Issuer and, assuming the due authorization, execution and delivery of the Bond Registrar and Paying Agent Agreement and this Purchase Agreement by the other parties thereto, are legal valid and binding obligations of the Issuer enforceable in accordance with their terms, subject to customary exceptions for Creditors' Rights Laws and subject to annual appropriation to provide for the costs of compliance therewith with respect to the Undertaking;

(B) The information contained in the Preliminary Official Statement and the Official Statement in the tax caption on the cover page thereof, under the headings entitled "THE BONDS," "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS," "ADDITIONAL GENERAL OBLIGATION BONDS," "LEGAL MATTERS," "TAX EXEMPTION," "BOND PREMIUM," "ORIGINAL ISSUE DISCOUNT" and "CONTINUING SECONDARY MARKET DISCLOSURE" (excluding any statements about the Issuer's compliance with previous continuing disclosure undertakings) therein, in Appendices E and F thereto as it relates to the Bond Resolution and the Issuer Documents fairly and accurately summarizes the information which it purports to summarize and the information contained in "RELATIONSHIP AMONG PARTIES" relating to Bond Counsel is correct in all material respects, and, based solely on Bond Counsel's participation in the transaction as Bond Counsel, nothing has come to the attention of Bond Counsel that would lead Bond Counsel to believe that the information and statements in the Preliminary Official Statement, as of its date and as of the date of sale of the Bonds, and the Official Statement, as of its date and as of the date of such supplemental opinion, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view need be expressed as to the financial statements of the Issuer, any other financial, forecast, technical or statistical data, and any information in the Preliminary Official Statement or the Official Statement respecting DTC; and

(C) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") and the Bond Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act");

(iii) The opinion of Greenberg Traurig, LLP, counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, and covering such matters as the Underwriter may reasonably request;

(iv) A certificate, dated the Closing Date, signed by an authorized officer of the Issuer to the effect that: (a) the representations and agreements of the Issuer contained herein are true and correct in all material respects as of the date of the Closing; (b) the Bonds and the Issuer Documents have been duly authorized and executed and are in full force and effect; (c) except as described in the Preliminary Official Statement and the Official Statement no litigation is pending or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the issuance or delivery of the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Bond Resolution or any Issuer Document or the levy, collection and pledge of *ad valorem* property taxes as described in the Bond Resolution imposed and levied or to be imposed and levied to pay debt service with respect to the Bonds, or the imposition thereof, (iii) in any way contesting the creation, existence or powers of the Issuer or the validity or effect of the Act or any provision thereof or the application of the proceeds of the Bonds, or (iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, or the Bonds or any Issuer Document; (d) no authority or proceedings for the issuance of the Bonds has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue the Bonds has been filed with or received by such authorized officer; (e) the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except no review has been made of any information in the Preliminary Official Statement or the Official Statement regarding DTC and the information under the heading "UNDERWRITING"; (f) the financial statements of the Issuer as of June 30, 2025, fairly represent the receipts, expenditures, assets,

liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth; (g) except as disclosed in the Preliminary Official Statement and the Official Statement, since June 30, 2025, no materially adverse change has occurred, or any development involving a prospective material change, in the financial position or results of operations of the Issuer and the Issuer has not incurred since June 30, 2025, any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Preliminary Official Statement and the Official Statement; and (h) the Issuer has complied with all agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing;

(v) Executed or certified copies of each of the Issuer Documents;

(vi) A tax certificate of the Issuer, in form satisfactory to Bond Counsel, executed by such officials of the Issuer as shall be satisfactory to the Underwriter;

(vii) A certified copy of the Bond Resolution;

(viii) Specimen Bonds;

(ix) A counterpart original of the Official Statement manually executed on behalf of the Issuer by an authorized officer of the Issuer;

(x) Evidence satisfactory to the Underwriter that Standard & Poor's Financial Services LLC and Moody's Investors Service, Inc. have issued ratings for the Bonds of "AA+" and "Aa1," respectively (together, the "Ratings"), and that the Ratings are then in effect;

(xi) Evidence that the Issuer has caused or will cause to be filed the Report of Bond and Security Issuance Pursuant to Section 35-501(B), Arizona Revised Statutes;

(xii) Evidence that a Form 8038-G relating to the Bonds has been executed by the Issuer and will be filed with the Internal Revenue Service within the applicable time limit;

(xiii) A copy of the Issuer's executed Blanket Letter of Representation to DTC; and

(xiv) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, counsel to the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the

Issuer herein contained and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

9. TERMINATION. If the Issuer shall be unable to satisfy the conditions of the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Underwriter at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Underwriter to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any and all conditions contained in this Purchase Agreement for the benefit of the Underwriter may be waived by the Underwriter.

(a) The Underwriter shall also have the right, before the time of Closing, to cancel its obligations to purchase the Bonds, by written notice (or by telephone confirmed in writing) by the Underwriter to the Issuer, if between the date hereof and the time of Closing, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each hereinafter referred to as a "Termination Event"):

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(A) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Bonds; or

(B) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(C) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or

minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(D) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Bond Resolution or the Issuer Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(E) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred after the Preliminary Official Statement has been deemed final; or

(F) any rating on general obligation bonds of the Issuer is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(ii) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Preliminary Official Statement as deemed final or any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(iii) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(iv) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(v) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(vi) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the offering, sale or issuance of the Bonds, including the underlying obligations as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the offering, sale or issuance of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

(b) Upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriter, all obligations of the Issuer and the Underwriter under this Purchase Agreement shall terminate, without further liability.

10. AMENDMENTS TO OFFICIAL STATEMENT. During the period commencing on the date of the Official Statement and ending twenty-five (25) days from the "end of the underwriting period" (as defined in Rule 15c2-12) the Issuer shall advise the Underwriter if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the underwriting period, the Official Statement as supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and shall amend or supplement the Official Statement (in form and substance satisfactory to counsel to the Underwriter) so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The

expenses of preparing such amendment or supplement shall be borne by the Issuer. For the purpose of this Section, the Issuer will furnish to the Underwriter such information with respect to itself as the Underwriter may from time to time reasonably request.

11. EXPENSES.

(a) Whether or not the Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the Issuer's obligations hereunder. If the Bonds are delivered by the Issuer to the Underwriter, the Issuer shall pay, from the proceeds of the Bonds or from other funds of the Issuer, the following expenses: (i) the cost of preparing, duplicating or printing, mailing and delivering the Issuer Documents, including the cost of electronically distributing the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (ii) the cost of preparation and printing of the definitive Bonds; (iii) the fees and expenses of the Issuer, the Paying Agent, the municipal advisor to the Issuer, Bond Counsel, counsel to the Underwriter and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the Issuer; (iv) the charges of any rating agency with respect to the Bonds; (v) reimbursement to the Underwriter for payment of any fees and expenses reasonably incurred in connection with the initial offering, sale and delivery of the Bonds, including but not limited to industry fees (e.g., DTC, DAC, IPREO, CUSIP and Day Loan fees) only if the Issuer and Underwriter have previously discussed and approved the allocation of proceeds towards these fees, and meal and travel expenses of Issuer personnel, but not including entertainment expenses or those to be paid by the Underwriter pursuant to the last paragraph of this Section 11, and (vi) all other fees and expenses, not including entertainment expenses, reasonably incurred in connection with the preparation of the Issuer Documents and/or the initial offering, sale and delivery of the Bonds. The Issuer has authorized, and does hereby authorize, the Underwriter to pay certain of such expenses on behalf of the Issuer from proceeds of the Bonds at Closing as further described in the closing memorandum relating to the Bonds.

(b) If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

(c) Except as otherwise provided in this Section 11, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds[, the fees and expenses of counsel to the Underwriter] and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, not described above.

12. USE OF DOCUMENTS. The Issuer hereby authorizes the Underwriter to use, in connection with the public offering and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Issuer Documents, and the information contained herein and therein.

13. QUALIFICATION OF SECURITIES. The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other

securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and to provide for the continuance of such qualification; provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

14. NOTICES. Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing to the City of Goodyear, Arizona, 1900 North Civic Square, Goodyear, Arizona 85395, Attention: Finance Director, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to the following address:

Stifel, Nicolaus & Company, Incorporated
Suite 300
2801 East Camelback Road
Phoenix, Arizona 85016
Attention: Mr. Grant Hamill, Managing Director

15. BENEFIT. This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including their successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds hereunder; or (iii) any termination of this Purchase Agreement, other than pursuant to Section 9 (and in all events the agreements of the Issuer pursuant to Section 11 hereof shall remain in full force and effect notwithstanding the termination of this Purchase Agreement under Section 9 hereof).

16. GOVERNING LAW. THIS PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ARIZONA.

17. WAIVER OF JURY TRIAL. THE ISSUER HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18. MISCELLANEOUS.

(a) This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

(b) If any section, paragraph, subdivision, sentence, clause or phrase of this Purchase Agreement shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions of this Purchase Agreement. The parties to this Purchase Agreement declared they would have executed this Purchase Agreement and each and

every other section, paragraph, subdivision, sentence, clause and phrase of this Purchase Agreement, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Purchase Agreement may be held to be illegal, invalid, or unenforceable. If any provision of this Purchase Agreement contains any ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

(c) This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

(d) To the extent applicable by provision of law, this Purchase Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein by this reference.

(e) The electronic signature of a party to this Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Purchase Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means, electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Underwriter; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a pdf or other replicating image attached to an electronic mail or internet message.

[Signature page follows.]

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

.....
Grant Hamill, Managing Director

ACCEPTED THIS …….. DAY OF
…… 2026 at …..….. P.M.

CITY OF GOODYEAR, ARIZONA

By.....

Printed Name: .....

Title: .....

SCHEDULE

$____,000
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2026

Maturity Dates (July 1)	Principal Amounts	Interest Rates	Yields

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* Yield calculated to first optional redemption date: July 1, 20__.

Optional Redemption. The Bonds maturing before or on July 1, 20__, will not be subject to redemption prior to their stated maturity dates. The Bonds maturing on or after July 1, 20__, will be subject to redemption prior to their stated maturity dates, at the option of the Issuer, in whole or in part on July 1, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Bond redeemed plus interest accrued to the date fixed for redemption, without premium.

Mandatory Redemption. The Bonds maturing on July 1, 20__, will be redeemed on July 1 of the following years and in the following principal amounts at a price equal to the principal amount thereof plus interest accrued to the date fixed for redemption, without premium:

Bonds Maturing July 1, 20__

Redemption Date (July 1)	Principal Amount
(maturity)	

EXHIBIT

FORM OF ISSUE PRICE CERTIFICATE

$____,000
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2026

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. Bond Purchase Agreement. On June __, 2026 (the "Sale Date"), Stifel and the City of Goodyear, Arizona (the "Issuer") executed a Bond Purchase Agreement (the "Purchase Contract") in connection with the sale of the Bonds. Stifel has not modified the Purchase Contract since its execution on the Sale Date.

2. Price.

(a) As of the date of this Certificate, for each [Maturity] [of the _____ Maturities] of the Bonds, the first price or prices at which at least 10% of [each] such Maturity of the Bonds was sold to the Public (the "10% Test") are the respective prices listed in Schedule A attached hereto.

(b) [**To be used if not using Hold-the-Offering-Price Rule and 10% was not sold for all Maturities]** [** With respect to each of the _____ Maturities of the Bonds:

(i) As of the date of this Certificate, Stifel has not sold at least 10% of the Bonds of these Maturities at any price or prices.

(ii) As of the date of this Certificate, Stifel reasonably expects that the first sale to the Public of Bonds of these Maturities will be at or below the respective price or prices listed on the attached Schedule A as the "Reasonably Expected Sale Prices for Undersold Maturities."

(iii) Stifel will provide actual sales information (substantially similar to the information contained on Schedule B) as to the price or prices at which the first 10% of each such Maturity (i.e., the Undersold Maturity or Maturities) is sold to the Public.

(iv) On the date the 10% Test is satisfied with respect to all Maturities of the Bonds, Stifel will execute a supplemental certificate substantially in the form attached hereto as Schedule C with respect to any remaining Maturities for which the 10% Test has not been satisfied as of the Closing Date.**]

(b) [**To be used if using Hold-the-Offering-Price Rule]** [**Alternative 1 - All Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.] [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

[**Alternative 1 - All Maturities use Hold-the-Offering-Price Rule**: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the requirements for establishing issue price for the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the requirements for establishing issue price for the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. Defined Terms.

(a) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

(b) [*Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(c) *Issuer* means the City of Goodyear, Arizona.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is June __, 2026.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [Closing Date] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By: _____
[banker]

By: _____
[underwriter]

Dated: [Closing Date]

SCHEDULE A

Actual Sales Information as of Closing Date

Maturity/CUSIP (_____)	**Coupon**	**Date Sold**	**Time Sold**	**Par Amount**	**Sale Price**

The aggregate issue price of all maturities of the Bonds is $_____.

[Reasonably Expected Sales Prices for Undersold Maturities as of Closing Date**

Maturity/CUSIP	**Coupon**	**Par Amount**	**Offering Prices**

**]

SCHEDULE B

[**Actual Sales for Undersold Maturities as of the Closing Date**

Maturity/CUSIP	**Date Sold**	**Time Sold**	**Par Amount**	**Sale Price**

**]

[**PRICING WIRE OR EQUIVALENT COMMUNICATION**]

(Attached)

SCHEDULE C

SUPPLEMENTAL ISSUE PRICE CERTIFICATE

$____,000
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2026

The undersigned, Stifel, Nicolaus & Company, Incorporated ("Stifel"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. Issue Price.

(a) Stifel sold at least 10% of the _____ Maturities of the Bonds to the Public at the price or prices shown on the Issue Price Certificate dated as of the Closing Date (the "10% Test"). With respect to each of the _____ Maturities of the Bonds, Stifel had not satisfied the 10% Test as of the Closing Date (the "Undersold Maturities").

(b) As of the date of this Supplemental Certificate, Stifel has satisfied the 10% Test with respect to the Undersold Maturities. The first price or prices at which at least 10% of each such Undersold Maturity was sold to the Public are the respective prices listed on Exhibit A attached hereto.

2. Defined Terms.

(a) *Issuer* means the City of Goodyear, Arizona.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [Closing Date] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By:_____
[banker]

By:_____
[underwriter]

Dated: [Closing Date]

EXHIBIT A
TO
SUPPLEMENTAL ISSUE PRICE CERTIFICATE**

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstance shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction

PRELIMINARY OFFICIAL STATEMENT DATED JUNE 23, 2026

NEW ISSUE – BOOK-ENTRY-ONLY **RATINGS: See "Ratings" herein.**

In the opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the City of Goodyear, Arizona, as mentioned under "TAX EXEMPTION" herein, the interest income on the Bonds (as defined herein) is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is exempt from Arizona income taxes. Interest income on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations. See "TAX EXEMPTION," "ORIGINAL ISSUE DISCOUNT" and "BOND PREMIUM" herein.

$84,485,000*
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2026

DRAFT V6
06-03-26

Dated: Date of Initial Delivery *Due:* July 1, as shown on inside front cover page

The City of Goodyear, Arizona (the "City") will issue its General Obligation Bonds, Series 2026 (the "Bonds"). The Bonds will provide funds to: (i) acquire and construct certain street and transportation improvement projects; bridges, storm sewer, and drainage projects; public safety improvement projects; and parks and recreation improvement projects; and (ii) pay the costs of issuance of the Bonds. The Bonds will mature on the dates and in the principal amounts and will bear interest from their dated date at the rates set forth on the inside front cover page hereof.

Interest on the Bonds will accrue from their date and be payable semiannually on January 1 and July 1 of each year, commencing on January 1, 2027*, until maturity or prior redemption. Principal of the Bonds will be payable in accordance with the maturity schedule set forth on the inside front cover page hereof. So long as the Bonds are in book-entry-only form, principal of and interest on the Bonds will be paid to The Depository Trust Company, a registered securities depository ("DTC"), for credit to the accounts of the DTC participants and, in turn, to the accounts of the owners of beneficial interests in the Bonds. See APPENDIX D – "Book-Entry-Only System."

See Inside Front Cover Page for Maturity Schedule and Additional Information

Certain of the Bonds will be subject to redemption prior to maturity*. See "THE BONDS – Redemption Provisions" herein.

Principal of and interest on the Bonds will be payable from a continuing, direct, annual, *ad valorem* tax levied against all taxable property within the boundaries of the City unlimited as to rate or amount. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS" herein.

The Bonds will be offered when, as and if issued by the City and received by the underwriter identified below (the "Underwriter"), subject to the approving opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, as to validity and tax exemption. Certain legal matters will also be passed upon for the Underwriter by Greenberg Traurig, LLP, Phoenix, Arizona. It is expected that the Bonds will be delivered to DTC on or about July 23, 2026*.

This cover page contains certain information with respect to the Bonds for convenience of reference only. It is not a summary of the issue of which the Bonds are a part. Investors must read this entire Official Statement and all appendices to obtain information essential to the making of an informed investment decision with respect to the Bonds.

STIFEL

* Subject to change.

$84,485,000*
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2026

MATURITY SCHEDULE*

Maturity (July 1)	Principal Amount	Interest Rate	Yield	CUSIP® (a) (Base No. 382505)
2027	$10,630,000	%	%	
2028	2,680,000			
2029	1,115,000			
2030	1,165,000			
2031	1,230,000			
2032	1,285,000			
2033	1,355,000			
2034	1,420,000			
2035	1,490,000			
2036	1,570,000			
2037	1,645,000			
2038	1,725,000			
2039	1,815,000			
2040	1,905,000			
2041	8,610,000			
2042	10,405,000			
2043	10,925,000			
2044	11,470,000			
2045	12,045,000			

$___,000 Term Bonds @ ___% Due July 1, 20__ - Yield ___% CUSIP® (a) No. 382505___

(a) CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2026 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, Bond Counsel, the Municipal Advisor, or the Underwriter (each as defined herein), or their agents or counsel assume responsibility for the accuracy of such numbers.

* Subject to change.

CITY OF GOODYEAR, ARIZONA

CITY COUNCIL

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

CITY ADMINISTRATIVE OFFICERS

Bryan Langley, *City Manager*
Rachel Garcia, *Deputy City Manager*
Kini Knudson, *Deputy City Manager*
Paul Luizzi, *Interim Finance Director*
Roric Massey, *City Attorney*
Jasmine Pernicano, *City Clerk*

BOND COUNSEL

Gust Rosenfeld P.L.C.
Phoenix, Arizona

MUNICIPAL ADVISOR

Hilltop Securities Inc.
Phoenix, Arizona

REGISTRAR, PAYING AGENT AND DEPOSITORY

U.S. Bank Trust Company, National Association
Tempe, Arizona

REGARDING THIS OFFICIAL STATEMENT

This Official Statement, which includes the cover page, inside front cover page hereof and appendices hereto, does not constitute an offering of any security other than of the City of Goodyear, Arizona (the "City"), General Obligation Bonds, Series 2026 (the "Bonds"). This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall be no sale of the Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale.

The information set forth herein has been provided by representatives of the City, the Maricopa County Assessor's, Finance and Treasurer's offices, the State of Arizona Department of Revenue, and other sources that are considered to be reliable and customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the City or Hilltop Securities Inc., serving as the municipal advisor to the City (the "Municipal Advisor") or Stifel, Nicolaus & Company, Incorporated (the "Underwriter"). The presentation of information, including tables of receipts from taxes and other revenue sources, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No person, including any broker, dealer or salesman has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the City. All estimates and assumptions contained herein have been based on the latest information available and are believed to be reliable, but no representations are made that such estimates and assumptions are correct or will be realized. All beliefs, assumptions, estimates, projections, forecasts and matters of opinion contained herein are forward looking statements that must be read with an abundance of caution and which may not be realized or may not occur in the future. The information and any expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or any of the other parties or matters described herein since the date hereof.

The Bonds will not be registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon the exemptions provided thereunder pertaining to the issuance and sale of municipal securities, nor will the Bonds be qualified under the Securities Act of Arizona in reliance upon various exemptions contained in such act. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Bonds for sale.

The Underwriter has provided the following sentence for inclusion herein: The Underwriter has reviewed the information in this Official Statement in accordance with and as part of its responsibilities with respect to this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The City, the Municipal Advisor, the Underwriter, counsel to the Underwriter, and Bond Counsel (as defined herein) are not actuaries, nor have any of them performed any actuarial or other analysis of the City's unfunded liabilities under the Arizona State Retirement System or the Arizona Public Safety Personnel Retirement System.

The City will covenant to provide continuing disclosure as described in this Official Statement under the heading "CONTINUING SECONDARY MARKET DISCLOSURE" and in APPENDIX F – "Form of Continuing Disclosure Certificate," pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission.

A wide variety of information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.

IN CONNECTION WITH THE OFFERING, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM THE INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS.

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OFFICIAL STATEMENT

$84,485,000*
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2026

INTRODUCTORY STATEMENT

This Official Statement, which includes the cover page, inside front cover page hereof and appendices hereto, has been prepared by the City of Goodyear, Arizona (the "City"), in connection with the original issuance of $84,485,000* principal amount of its General Obligation Bonds, Series 2026 (the "Bonds"). Certain information concerning the authorization, purpose, terms, conditions of sale, security for and sources of payment of the Bonds is set forth in this Official Statement. See APPENDICES A, B and C for certain information relative to the City.

All financial and other information presented in this Official Statement has been provided by, among others, representatives of the City from its records, except for information expressly attributed to other sources. The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position, results of operations, or other affairs of the City. No representation is made that past experience, as shown by such financial or other information, will necessarily continue or be repeated in the future.

Reference to provisions of Arizona law, whether codified in the Arizona Revised Statutes ("A.R.S.") or uncodified, or of the Arizona Constitution, are references to those provisions in their current form. Those provisions may be amended, repealed or supplemented.

As used in this Official Statement, "debt service" means principal of and interest on the bonds referred herein, "County" means Maricopa County, Arizona and "State" or "Arizona" means the State of Arizona.

THE BONDS

Authorization and Purpose

The Bonds will be issued pursuant to A.R.S. Title 35, Chapter 3, Article 3, approval given by the qualified electors of the City at elections held on September 12, 2000, September 7, 2004, and November 7, 2023 (collectively the "Elections"), and a resolution authorizing issuance of the Bonds adopted by the Mayor and Council of the City on June 22, 2026* (the "Bond Resolution"). The Bonds are being issued to provide funds to: (i) acquire and construct certain street and transportation improvement projects; bridges, storm sewer, and drainage projects; public safety improvement projects; and parks and recreation improvement projects; and (ii) pay the costs of issuance of the Bonds.

Set forth below is a listing of the projects expected to be funded by the Bonds and an estimate of their respective costs.

Projects to be Funded	Estimated Cost*
Storm Sewers, Bridges & Drainage	$17,800,000
Streets & Transportation	55,315,000
Parks & Recreation Improvements	17,000,000
Public Safety	37,000
Total	$90,152,000

General Provisions

The Bonds will be dated as of the date of initial delivery and will bear interest from such date payable on January 1, 2027*, and semiannually thereafter on July 1 and January 1 of each year (each an "Interest Payment Date") until maturity or prior redemption. The City has chosen the 15th day of the calendar month (other than a Saturday, Sunday or a legal holiday or equivalent (other than a moratorium) for banking institutions generally) immediately preceding each such Interest Payment Date as the "Record Date" for the Bonds. The Bonds will mature on the dates and in the principal amounts and will bear interest at the rates set forth on the inside front cover page of this Official Statement.

Initially, the Bonds will be administered under a book-entry-only system (the "Book-Entry-Only System") by The Depository Trust Company ("DTC"), a registered securities depository. Unless and until the Book-Entry-Only System is

* Subject to change.

discontinued, the Bonds will be registered in the name of Cede & Co., as nominee of DTC. Beneficial interests in the Bonds will be offered for sale in the amount of $5,000 of principal due on a specific maturity date and integral multiples thereof, and payments of principal of and interest on the Bonds will be made to DTC and, in turn, through participants in the DTC system. See APPENDIX D – "Book-Entry-Only System."

SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, REFERENCES IN THIS OFFICIAL STATEMENT TO THE OWNERS OR REGISTERED OWNERS OF THE BONDS (OTHER THAN UNDER THE HEADINGS "TAX EXEMPTION," "BOND PREMIUM" AND "ORIGINAL ISSUE DISCOUNT") WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS OF THE BONDS.

If the Book-Entry-Only System is discontinued, interest on the Bonds will be payable by check drawn on the Paying Agent (as defined herein), and mailed on or prior to each Interest Payment Date to the registered owners of the Bonds at the addresses shown on the books (the "Bond Register") of the Registrar (as defined herein) on the Record Date. Principal of the Bonds will then be payable at maturity or upon redemption prior to maturity upon presentation and surrender of the Bonds to the designated corporate trust office of the Paying Agent. Additionally, if the Book-Entry-Only System is discontinued, payment of interest may also be made by wire transfer upon 20 days' prior written request delivered to the Paying Agent specifying a wire transfer address in the continental United States by any owner of at least $1,000,000 aggregate principal amount of the Bonds. Interest will be computed on the basis of a year comprised of 360 days consisting of 12 months of 30 days each.

Registrar, Paying Agent and Depository

U.S. Bank Trust Company, National Association will serve as bond registrar, paying agent and depository with respect to the Bonds (along with any successor thereto, the "Registrar," the "Paying Agent" and the "Depository"). If the Book-Entry-Only System is discontinued, the Registrar will administer registration and transfer of the Bonds and the Bonds will be transferable only upon the Bond Register to be maintained by the Registrar upon surrender to the Registrar. The Registrar may be changed without notice to any owner or beneficial owner of the Bonds. The Depository will hold proceeds of the Bonds for the benefit of the City until expended for the projects described herein or payment of costs of issuance of the Bonds.

Redemption Provisions*

Optional Redemption

The Bonds maturing prior to or on July 1, 20__, are not subject to call for redemption prior to maturity. The Bonds maturing on or after July 1, 20__ are subject to call for redemption prior to maturity, at the option of the City, in whole or in part, on July 1, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Bond called for redemption plus accrued interest to the date fixed for redemption, but without premium.

Mandatory Redemption

The Bonds maturing on July 1, 20__ and on July 1, 20__ will be redeemed from funds of the City prior to maturity on July 1 of the following years and in the following amounts, upon payment of the redemption price which consists of the principal amount of the Bonds so redeemed plus accrued interest, if any, on the Bonds so redeemed from the most recent Interest Payment Date to the redemption date, but without premium:

Redemption Date (July 1)	Principal Amount
Term Bonds Maturing in 20__	
20__	$___,000
20__	___,000
20__	___,000
20__ (maturity)	___,000

Notice of Redemption

So long as the Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC, in the manner required by DTC. If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be

* Subject to change.

mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the Bond Register maintained by the Registrar not more than 60 nor less than 30 days prior to the date set for redemption. Failure to properly give notice of redemption shall not affect the redemption of any Bond for which notice was properly given. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Notice of any redemption will also be sent to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the MSRB's Electronic Municipal Market Access system ("EMMA"), in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the City or by a paying agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on or prior to the date set for redemption and if not so held by such date the redemption shall be cancelled and be of no force and effect. The notice of redemption shall describe the conditional nature of the redemption.

Effect of Call for Redemption

Notice of redemption having been given in the manner described above, the Bonds or portions thereof called for redemption will become due and payable on the redemption date and if an amount of money sufficient to redeem all the Bonds or portions thereof called for redemption is held in separate accounts by the City or by a paying agent, then the Bonds or portions thereof called for redemption will cease to bear interest from and after such redemption date.

Redemption of Less Than All of a Bond

The City may redeem an amount that is included in a Bond in the denomination in excess of, but divisible by, $5,000. In that event, if the Book-Entry-Only System is discontinued, the registered owner shall submit the Bond for partial redemption, the Registrar shall make such partial redemption, and the Registrar shall cause a new Bond in a principal amount that reflects the redemption so made to be authenticated, issued and delivered to the registered owner thereof.

SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS

Security for the Bonds

The Bonds will be payable as to both principal and interest from a continuing, direct, annual *ad valorem* tax levied against all taxable property located within the boundaries of the City without limit as to rate or amount. See APPENDIX B – "City of Goodyear, Arizona – Financial Data – PROPERTY TAXES."

Following collection and deposit of moneys into the debt service fund for payment of the Bonds, the City may invest such moneys in investments comprised of, with certain restrictions: federally insured savings accounts or certificates of deposit from eligible depositories; collateralized repurchase agreements; obligations issued or guaranteed by the United States or any agency or instrumentality thereof; obligations of the State or any Arizona city (including the City), town or school district; bonds of any county, municipal or municipal utility improvement district payable from property assessments; the local government investment pool established by the State; commercial paper of prime quality that is rated "P1" by Moody's Ratings ("Moody's") or rated "A+" or better by S&P Global Ratings, a business unit of Standard & Poor's Financial Services, LLC ("S&P") or their successors (all commercial paper must be issued by corporations organized and doing business in the United States); and fixed income securities of corporations organized and doing business in the United States rated "A" or better by Moody's and S&P.

THE PROCEEDS OF THE BONDS ARE NOT PLEDGED TO, NOR DO THEY SECURE, PAYMENT OF THE BONDS.

A record of property taxes levied and collected by the City for the current and most recent five fiscal years beginning July 1 and ending June 30 ("Fiscal Year") is set forth in TABLE B-14 in APPENDIX B – "City of Goodyear, Arizona – Financial Data."

Currently and from time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and non-financial, impacting the operations of political subdivisions of the State that could have a material impact on the City and could adversely affect the secondary market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

Defeasance

Pursuant to the Bond Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of moneys or obligations issued or guaranteed by the United States of America ("Defeasance Obligations") or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. If the maturing principal on the Defeasance Obligations or other moneys, or both, is sufficient to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption, a certificate or report of an accountant shall not be required. Any Bonds so provided for will no longer be outstanding under the Bond Resolution or payable from *ad valorem* taxes on taxable property in the City, and the owners of such Bonds shall thereafter be entitled to payment only from the moneys and Defeasance Obligations deposited in trust.

ADDITIONAL GENERAL OBLIGATION BONDS

The City expects to issue additional general obligation bonds in the future pursuant to existing and future voted bond authorizations. Such bonds will be payable from the same levy of *ad valorem* taxes as the Bonds and all then-outstanding general obligation bonds. After issuance of the Bonds, the City will be authorized to issue $186,294,616* of general obligation bonds, pursuant to remaining voter approval from the Elections. The purposes and amounts of such authorized but unissued bonds are set forth in the following table.

Purpose of General Obligation Bond Authorization	Total General Obligation Bonds Authorized but Unissued (a)
Storm Sewers, Bridges & Drainage	$ -*
Sewer System	26,646,616* (b)
Streets & Transportation	79,685,000*
Public Safety	79,963,000*
Parks & Recreation Improvements	-*
Total	$186,294,616*

(a) Table reflects reduction in authorization from the Elections in connection with the issuance of the Bonds.

(b) Such bonds may be issued as either general obligation or water and sewer revenue bonds.

SOURCES AND USES OF FUNDS

Sources of Funds		
Principal Amounts of the Bonds	$84,485,000.00	*
[Net] Original Issue Premium [(a)]		
Total Sources of Funds	$	
Uses of Funds		
Deposit to Project Fund	$	
Costs of Issuance (b)		
Total Uses of Funds	$	

(a) [Net original issue premium consists of original issue premium on the Bonds, less original issue discount on the Bonds.]

(b) Will include compensation to the Underwriter (as defined herein) with respect to the Bonds.

* Subject to change.

ESTIMATED DEBT SERVICE REQUIREMENTS

The following schedule sets forth (i) the annual debt service requirements of the City's outstanding general obligation bonds, (ii) the estimated annual debt service requirements of the Bonds and (iii) the estimated combined annual general obligation bond debt service requirements following issuance of the Bonds.

City of Goodyear, Arizona
General Obligation Bonds Estimated Debt Service Requirements* (a)

Period Ending (July 1)	General Obligation Bonds Outstanding		The Bonds		Estimated Combined Annual Debt Service Requirements (c)
	Principal	Interest	Principal	Interest (b)	
2026	$ 8,170,000	$4,370,513			$ 12,540,513
2027	8,755,000	4,036,613	$10,630,000	$3,966,101	27,387,714
2028	8,590,000	3,682,263	2,680,000	3,692,750	18,645,013
2029	8,950,000	3,324,913	1,115,000	3,558,750	16,948,663
2030	7,810,000	2,966,313	1,165,000	3,503,000	15,444,313
2031	6,945,000	2,667,513	1,230,000	3,444,750	14,287,263
2032	7,210,000	2,410,488	1,285,000	3,383,250	14,288,738
2033	7,480,000	2,152,888	1,355,000	3,319,000	14,306,888
2034	7,760,000	1,876,238	1,420,000	3,251,250	14,307,488
2035	8,060,000	1,588,838	1,490,000	3,180,250	14,319,088
2036	8,340,000	1,316,588	1,570,000	3,105,750	14,332,338
2037	8,645,000	1,034,838	1,645,000	3,027,250	14,352,088
2038	7,215,000	758,800	1,725,000	2,945,000	12,643,800
2039	7,440,000	530,650	1,815,000	2,858,750	12,644,400
2040	7,675,000	295,300	1,905,000	2,768,000	12,643,300
2041	1,310,000	52,400	8,610,000	2,672,750	12,645,150
2042			10,405,000	2,242,250	12,647,250
2043			10,925,000	1,722,000	12,647,000
2044			11,470,000	1,175,750	12,645,750
2045			12,045,000	602,250	12,647,250
Total (c)	$120,355,000		$84,485,000		$292,324,007

(a) Schedule prepared by Hilltop Securities Inc. (the "Municipal Advisor"). Includes the period ending July 1, 2026 payments.

(b) The first interest payment on the Bonds is due on January 1, 2027*, representing interest from the date of the Bonds. Thereafter, interest payments will be made semiannually on each July 1 and January 1, until maturity or prior redemption. Interest is estimated at 5.00%.

(c) Totals may not add due to rounding.

* Subject to change.

RATINGS

Moody's and S&P have assigned ratings of "Aa1" and "AA+", respectively, to the Bonds. Such ratings reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: Moody's at One Front Street, Suite 1900, San Francisco, California 94111 and S&P at One California Street, 31st Floor, San Francisco, California 94111. Such ratings may subsequently be revised downward or withdrawn entirely by Moody's or S&P, if, in their respective judgment, circumstances so warrant. Any subsequent downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. The City will covenant in its continuing disclosure certificate with respect to the Bonds that it will file notice of any formal change in the ratings relating to the Bonds. See "CONTINUING SECONDARY MARKET DISCLOSURE" below.

LITIGATION

To the knowledge of appropriate representatives of the City, no litigation or administrative action or proceeding is pending or threatened restraining or enjoining, or seeking to restrain or enjoin, the execution, sale or delivery of the Bonds or contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be executed, sold or delivered, or the validity of the Bonds.

LEGAL MATTERS

The Bonds are sold with the understanding that the City will furnish the Underwriter with the approving opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona ("Bond Counsel") addressing legal matters relating to the validity of the Bonds under Arizona law, and with regard to the tax-exempt status of the interest income thereon (see "TAX EXEMPTION"). The signed legal opinion of Bond Counsel, dated and premised on the law in effect only as of the date of original delivery of the Bonds, will be delivered to the City at the time of original issuance of the Bonds. The fees of Bond Counsel and counsel to the Underwriter are expected to be paid from the proceeds of the sale of the Bonds and are contingent upon delivery of the Bonds.

The proposed form of the legal opinion is set forth as APPENDIX E. The legal opinion to be delivered may vary from the text of APPENDIX E if necessary to reflect the facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Bond Counsel has reviewed or expressed any opinion concerning any matters relating to the Bonds subsequent to the original delivery of the Bonds.

Such legal opinion expresses the professional judgment of Bond Counsel as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the performance of parties to the transaction. The rendering of an opinion also does not guarantee the outcome of any legal dispute that may arise out of the transaction.

Bond Counsel has reviewed the information in the tax caption on the cover page as well as the information under the headings "THE BONDS," "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS," "ADDITIONAL GENERAL OBLIGATION BONDS," "TAX EXEMPTION," "BOND PREMIUM," "ORIGINAL ISSUE DISCOUNT," "CONTINUING SECONDARY MARKET DISCLOSURE" (except as it relates to compliance with prior continuing disclosure certificates) and "RELATIONSHIP AMONG PARTIES" (but only as it applies to Bond Counsel) and in APPENDICES E and F, but otherwise has not participated in the preparation of this Official Statement and will not pass upon its accuracy, completeness or sufficiency. Bond Counsel has neither examined nor attempted to examine nor verify any of the financial or statistical statements or data contained in this Official Statement and will express no opinion with respect thereto.

Certain legal matters will be passed upon for the Underwriter by Greenberg Traurig, LLP, Phoenix, Arizona, counsel to the Underwriter.

TAX EXEMPTION

In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the City, interest income on the Bonds is excludable from gross income for federal income tax purposes and is exempt from State income taxes.

Interest income on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code")) for the purpose of computing the alternative minimum tax imposed on corporations.

The Code includes requirements that the City must continue to meet after the issuance of the Bonds in order that the interest on the Bonds remains excludable from gross income for federal income tax purposes. The failure of the City to meet these requirements may cause the interest on the Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The City has covenanted to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds. The opinion of Bond Counsel assumes continuing compliance with such covenants.

Although Bond Counsel will render an opinion that, as of the delivery date of the Bonds, interest income on the Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect a Beneficial Owner's (as defined in APPENDIX D – "Book-Entry-Only System") federal tax liability. Certain taxpayers may experience other tax consequences. Taxpayers who become Beneficial Owners of the Bonds, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain subchapter S corporations, individuals who receive Social Security or Railroad Retirement benefits and taxpayers who have or are deemed to have incurred indebtedness to purchase or carry tax exempt obligations, should consult their tax advisors as to the applicability of such tax consequences to the respective Beneficial Owner. The nature and extent of these other tax consequences will depend upon the Beneficial Owner's particular tax status and the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

From time to time, there are legislative proposals in Congress, which, if enacted or made effective, could alter or amend the federal tax matters referred to above or adversely affect the market value and marketability (liquidity) of the Bonds. Any such change that occurs before initial delivery of the Bonds could cause Bond Counsel to deliver an opinion substantially different from the opinion shown in APPENDIX E – "Form of Approving Legal Opinion." The extent of change in Bond Counsel's opinion cannot be determined at this time. It cannot be predicted whether, when or in what form any such proposal or proposals might be enacted or whether, if enacted, such proposal or proposals would apply to obligations (such as the Bonds) issued prior to the enactment or effective date. Prospective purchasers should consult with their own tax advisors regarding any other pending or proposed federal income tax legislation.

BOND PREMIUM

The initial public offering prices of the Bonds maturing on July 1, 20___, through and including July 1, 20__ (collectively, the "Premium Bonds") are greater than the amount payable on such Premium Bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial Beneficial Owner of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial Beneficial Owner must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial Beneficial Owner is determined by using such Beneficial Owner's yield to maturity. Beneficial Owners of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium with respect to the Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning Premium Bonds.

ORIGINAL ISSUE DISCOUNT

The initial public offering prices of the Bonds maturing on July 1, 20__ through and including July 1, 20__ (collectively, the "Discount Bonds"), are less than the respective amounts payable at maturity. As a result, the Discount Bonds will be considered to be issued with original issue discount. The difference between the initial public offering price (assuming it is the first price at which a substantial amount of that maturity of Discount Bonds was sold, the "OID Issue Price") of the Discount Bonds and the amount payable at maturity of the Discount Bonds will be treated as "original issue discount." With respect to a Beneficial Owner who purchases a Discount Bond in the initial public offering at the OID Issue Price and who holds the Discount Bond to maturity, the full amount of original issue discount will constitute interest income that is not includable in the gross income of the Beneficial Owner of the Discount Bond for federal income tax purposes

and Arizona income tax purposes and that Beneficial Owner will not, under present federal income tax law and present Arizona income tax law, realize a taxable capital gain upon payment of the Discount Bond at maturity.

The original issue discount on each of the Discount Bonds is treated for federal income tax purposes and Arizona income tax purposes as accreting daily over the term of such Discount Bond on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on January 1 and July 1 (with straight-line interpolation between compounding dates).

The amount of original issue discount accreting each period will be added to the Beneficial Owner's tax basis for the Discount Bond. The adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discount Bond. An initial Beneficial Owner of a Discount Bond who disposes of the Discount Bond prior to maturity should consult his or her tax advisor as to the amount of the original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or disposition of the Discount Bond prior to maturity.

The Code contains certain provisions relating to the accretion of original issue discount in the case of subsequent Beneficial Owners of the Discount Bonds. Beneficial Owners who do not purchase the Discount Bonds in the initial offering at the OID Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Discount Bonds.

A portion of the original issue discount that accretes in each year to a Beneficial Owner of a Discount Bond may result in certain collateral federal income tax consequences as described in "TAX EXEMPTION" herein. Beneficial Owners of Discount Bonds in states other than Arizona should consult their own tax advisors with respect to the state and local tax consequences of owning Discount Bonds.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated (the "Underwriter") has agreed to purchase the Bonds at an aggregate purchase price of $_____, pursuant to a bond purchase agreement (the "Bond Purchase Agreement") entered into by and between the City and the Underwriter. If the Bonds are sold to produce the prices or yields shown on the inside front cover page hereof, the Underwriter's compensation will be $_____. The Bond Purchase Agreement provides that the Underwriter will purchase all of the Bonds so offered, if any, are purchased. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into unit investment trusts) and others at prices lower or yields higher than the public offering prices stated on the inside front cover page hereof. The initial offering prices or yields set forth on the inside front cover page may be changed from time to time by the Underwriter.

The Underwriter and its affiliates comprise a full service financial institution engaged in activities which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. The Underwriter and its affiliates may have provided, and may in the future provide, a variety of these services to the City and to persons and entities with relationships with the City, for which they received or will receive customary fees and expenses.

In the ordinary course of these business activities, the Underwriter and its affiliates may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the City (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the City.

The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire such assets, securities and instruments. Such investment and securities activities may involve securities and instruments of the City.

RELATIONSHIP AMONG PARTIES

Bond Counsel has previously represented the Municipal Advisor and the Underwriter with respect to other financings and has acted or is acting as bond counsel in other transactions involving the Municipal Advisor and the Underwriter and will continue to do so in the future if requested. Bond Counsel also serves as bond counsel for political jurisdictions whose boundaries include all or part of the City. Additionally, Bond Counsel serves as special counsel to the City on various legal matters. Counsel to the Underwriter has represented, or is currently representing, the Municipal Advisor and the

Underwriter with respect to other financings and will continue to do so in the future if requested. Counsel to the Underwriter also acts as bond counsel for other financings underwritten by the Underwriter and the Municipal Advisor.

MUNICIPAL ADVISOR

The Municipal Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. The Municipal Advisor has not verified, and does not assume any responsibility for, the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

CONTINUING SECONDARY MARKET DISCLOSURE

The City will covenant for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the City by not later than February 1 in each year commencing February 1, 2027 (the "Annual Reports"), and to provide notices of the occurrence of certain listed events (the "Notices"). Such covenants will be made in order to assist the Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The Annual Reports, Notices and other information required to be filed by such covenants will be filed by the City with the MSRB, currently through EMMA as described in APPENDIX F – "Form of Continuing Disclosure Certificate." The form of the undertaking that describes the content of the Annual Reports and the Notices and the method of their dissemination is included as APPENDIX F hereto. A failure by the City to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Pursuant to Arizona law, the ability of the City to comply with such covenants is subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants. Should the City not comply with such covenants due to a failure to appropriate for such purpose, the City has covenanted to provide notice of such fact. Absence of continuing disclosure, due to non-appropriation or otherwise, could adversely affect the Bonds and specifically their market price and transferability.

FINANCIAL STATEMENTS

The audited financial statements of the City for the Fiscal Year ended June 30, 2025, a copy of which is included in APPENDIX C of this Official Statement, have been audited by Heinfeld, Meech & Co., P.C., certified public accountants, to the extent and for the period indicated in their report thereon. The City is not aware of any facts that would make such audited financial statements misleading. The audited financial statements are for the Fiscal Year ending June 30, 2025, and are not current. The City neither requested nor obtained the consent of Heinfeld, Meech & Co., P.C. to include the report, and Heinfeld, Meech & Co., P.C., has performed no procedures subsequent to rendering its opinion on the financial statements.

CONCLUDING STATEMENT

To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty and no representation is made that any of these statements have been or will be realized. Information set forth in this Official Statement has been derived from the records of the City and from certain other sources, as referenced, and is believed by the City to be accurate and reliable. Information other than that obtained from official records of the City has not been independently confirmed or verified by the City and its accuracy is not guaranteed.

Neither this Official Statement nor any statements that may have been or that may be made orally or in writing are to be construed as a part of a contract with the original purchasers or subsequent owners of the Bonds.

This Official Statement has been prepared at the direction of the City and executed for and on behalf of the City by its Interim Finance Director.

CITY OF GOODYEAR, ARIZONA

By: _____
Interim Finance Director

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APPENDIX A

CITY OF GOODYEAR, ARIZONA
GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION

General

The City (also referred to herein as "Goodyear"), which incorporated in 1946, is a suburban community that lies approximately 17 miles west of downtown Phoenix. The City was founded in 1916 by the Goodyear Tire & Rubber Company for the farming of cotton. Later, a naval air station was established in Goodyear and a subsidiary, Goodyear Aircraft (now Lockheed Martin), began manufacturing flight decks for Navy sea planes. The City has grown from a one-industry, agricultural-based community into a diversified manufacturing and service center for the far west valley area.

The City annexed 67 square miles south of its former southern boundary, which annexation expanded the City to approximately 190 square miles. The annexed area is expected to be primarily utilized in future years for residential land uses.

TABLE A-1

Population Statistics

Year	City of Goodyear	Maricopa County	State of Arizona
2025 Estimate (a)	122,569	4,787,790	7,718,747
2020 Census	95,294	4,420,568	7,151,502
2010 Census	65,275	3,817,117	6,392,017
2000 Census	18,911	3,072,149	5,130,632
1990 Census	6,258	2,122,101	3,665,339

(a) Estimate as of July 1, 2025 (published December 2025).

Source: Arizona Office of Economic Opportunity and U.S. Census Bureau (2020, 2010, 2000 and 1990) – *Census of Population and Housing* and July 1, 2025, Population Estimates for Arizona's Counties, Incorporated Places and Unincorporated Balance of Counties.

Municipal Government Organization and Services

The City's charter government provides for six Council Members and a Mayor elected at large. A Vice Mayor is elected by the Mayor and Council Members. Council Members serve four-year staggered terms and the Mayor serves a four-year term. The Mayor is limited to two four-year terms and Council Members are limited to three four-year terms. The City Manager, who is appointed by the City Council, is responsible for the overall operation and supervision of all governmental functions. The operations of City government are provided by a staff of approximately 1,067 employees.

The City, along with other private utilities, provides refuse collection and public safety (police and fire) to its residents. The City and Liberty Water Company provide water and sewer service to a majority of the City's residents. Electricity is provided by Arizona Public Service Company, and natural gas is supplied by Southwest Gas Corporation.

Economy

Historically agriculture was a major contributor to the City's economic base. Agriculture still plays a role in the City's economy; however, it no longer dominates the area's economy. Today much of the City's economy centers around the aerospace industry and retail services. Arizona's Airline Training Center and Lockheed Martin are located on the Phoenix-Goodyear Airport Campus. Industrial, commercial and residential developments have also become a significant part of the economy.

Goodyear Ballpark is the spring training and player development home of both of Ohio's Major League Baseball teams – the Cleveland Guardians and the Cincinnati Reds. The Cleveland Guardians started spring training in the City in 2009; the Cincinnati Reds started spring training in the City in 2010. Each team has a year-round presence in Arizona, through Spring Training, extended Spring Training, Rookie League, Fall Instructional League and rehabilitation of injured players at their training complexes. The teams' development complexes each include a 42,000 square foot clubhouse, six full-size practice fields, two infields, batting cages, pitching mounds, hitting tunnels and observation towers. Both teams have

made Arizona their second home, and are actively engaged in the City and surrounding communities, participating in charity activities, youth sports programs and other events.

TABLE A-2 (a)

Unemployment Rate Averages

Year	United States	State of Arizona	Maricopa County	City of Goodyear
2026 (b)	4.4%	4.5%	4.1%	4.5%
2025	4.3	4.4	3.8	4.1
2024	4.0	3.8	3.2	3.4
2023	3.6	3.7	3.2	3.4
2022	3.7	3.7	3.3	3.5
2021	5.4	4.8	4.6	4.4

(a) This table includes restated data: Local Area Unemployment Statistics ("LAUS") program data is intermittently revised to incorporate new population controls, updated inputs, re-estimation of models, and adjustment to new census division and national control totals.

(b) Data is not seasonally adjusted, is preliminary and is an average through April 2026 for the National Unemployment rate and through March 2026 for LAUS data.

Source: Local Area Unemployment Statistics and National Labor Force Statistics, U.S. Department of Labor, Bureau of Labor Statistics. Data accessed May 26, 2026.

A list of major employers located within the City is set forth in the following table.

TABLE A-3

Major Employers
City of Goodyear, Arizona

Employer	Product/Service	Approximate Employment
Amazon	Retail	6,099
UPS - Regional Ops Center	Couriers and Delivery Services	2,309
Factor (Hello Fresh)	Meal Kit	1,500
Chewy.com	Pet Products Fulfillment Center	1,200
Abrazo Healthcare (West Valley Hospital)	General Medical and Surgical Hospital	919
Subzero, Wolf and Cove	Consumer Goods Manufacturing	834
Macys & Bloomingdale's Logistics	General Warehousing and Storage	650
Andersen Windows	Window Manufacturing	582
City of Hope (Cancer Treatment Centers of America)	Cancer Treatment Hospital	508
REI (Recreational Equipment Inc.)	Retail	371

Source: City of Goodyear, Arizona – Audited Financial Statements for the Fiscal Year Ended June 30, 2025.

Construction

The following tables illustrate a building permit summary for residential and non-residential construction and new housing starts for the City. Values shown in thousands.

TABLE A-4

Value of Building Permits (a)
City of Goodyear, Arizona
($000s omitted)

Fiscal Year	Residential	Commercial and Industrial	Total
2025/26 (b)	$569,750	$315,735	$ 885,485
2024/25	788,586	630,843	1,419,429
2023/24	460,873	432,596	893,469
2022/23	258,443	563,500	821,943
2021/22	402,088	218,177	620,265
2020/21	655,377	295,009	950,386

(a) Construction is valued on the basis of estimated cost, not on market price or value of construction at the time the permit is issued. The date on which the permit is issued is not to be construed as the date of construction.

(b) Partial Fiscal Year data from July 1, 2025, through April 30, 2026.

Source: The City. Construction is valued on the basis of estimated cost, not on market price or value of construction at the time the permit is issued. The date on which the permit is issued is not to be construed as the date of construction.

TABLE A-5

New Housing Starts (a)
City of Goodyear, Arizona

Fiscal Year	Total New Housing Starts
2025/26 (b)	951
2024/25	1,556
2023/24	1,363
2022/23	687
2021/22	1,235
2020/21	2,062

(a) The date of new housing starts is the date on which the permit is issued and is not to be construed as the date of construction.

(b) Partial Fiscal Year data from July 1, 2025, through April 30, 2026.

Source: The City.

Transportation

The City is readily accessible via ground and air transportation. Highway access is provided by County Highway 85, State Route 303 and Interstate 10. Other freeways, including State Route 101, Interstate 17 and Interstate 8 are readily accessible to the City. The City is approximately 25 miles from Phoenix Sky Harbor International Airport, which offers service from major airlines, commuter airlines and charter companies. The Phoenix-Goodyear Airport, located within the City is classified as a reliever airport to Phoenix Sky Harbor International Airport. The airport has an 8,500-foot lighted and paved runway and offers various airport-related facilities. The City is also served by the major bus companies and rail service is provided by the Union Pacific Railroad.

Education

Elementary and secondary education is provided to residents of the City by Mobile Elementary School District, Avondale Elementary School District, Liberty Elementary School District, Litchfield Elementary School District, Littleton Elementary School District, Buckeye Union High School District, Tolleson Union High School District and Agua Fria Union High School District. Post-secondary education is provided by the Maricopa County Community College District, which provides two-year and professional degrees through a number of facilities located throughout the County and the greater Metropolitan Phoenix Area, including the campus of Estrella Mountain Community College located in the neighboring City of Avondale. Four-year degrees are attainable through Arizona State University located in Phoenix, Glendale, Mesa and Tempe, Grand Canyon University located in Phoenix and other universities located in the greater Metropolitan Phoenix Area that offer flexible class schedules to the working individuals of the County. Franklin Pierce University located in Goodyear offers doctorate programs through its College of Graduate and Professional Studies.

Pending Municipal Fee and Tax Moratorium Legislation

House Concurrent Resolution 2016 ("HCR 2016") is currently pending in the State Legislature. If approved by the State Legislature, HCR 2016 is a referendum that would be presented to voters at the statewide election in November 2026. HCR 2016, if ultimately approved by voters, would impose a four-year moratorium on increases in municipal fees, taxes and utility rates above the current fees, taxes and utility rates imposed as of July 1, 2026. The City is unable to predict whether HCR 2016 will be approved by the State Legislature and referred to voters at the November 2026 election, and, if so referred, whether voters will ultimately vote in favor of the referendum. Furthermore, no representative of the City, the Municipal Advisor, the Underwriter, Bond Counsel, or counsel to the Underwriter is able to predict what effect, if any, the moratorium on fee and tax increases, if imposed pursuant to HCR 2016, would have on the City's financial condition, but it could be material and adverse. The City is unable to predict whether the State Legislature will take future, similar actions affecting municipal fees, taxes and utility rates, or the possible effect of any future, similar actions.

As stated elsewhere herein, the Bonds will be payable from a continuing, direct, annual ad valorem tax levied against all taxable property within the City, unlimited as to rate or amount as described under the heading "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS." Although the implementation of HCR 2016 could affect the City's financial condition, it is not expected that it would directly affect the levy and collection of property taxes in the City, the security and source of payment for the Bonds, as HCR 2016, in its current form, specifically exempts such taxes from the limitations imposed by HCR 2016.

APPENDIX B

CITY OF GOODYEAR, ARIZONA
FINANCIAL DATA

TABLE B-1

Current Year Statistics (For Fiscal Year 2025/26)
City of Goodyear, Arizona

Total General Obligation Bonds Outstanding and to be Outstanding	$	204,840,000	*(a)(b)
Total Senior Lien Water and Sewer Revenue Bonds Outstanding		1,618,244	(a)(c)
Total Subordinate Lien Water and Sewer Revenue Obligations Outstanding		184,490,000	(a)(d)
Total Senior Lien Excise Tax Obligations Outstanding		51,960,000	(a)(e)
Total Subordinate Lien Excise Tax Obligations Outstanding		2,420,000	(a)(f)
Total Improvement District Bonds Outstanding		10,210,000	(g)
Net Assessed Limited Property Value		1,770,911,953	(h)
Net Full Cash Assessed Value		3,129,220,439	(g)
Estimated Net Full Cash Value		26,891,375,199	(i)
Estimated Net Assessed Limited Property Value (For Fiscal Year 2026/27)		1,972,863,325	(j)

(a) Includes the July 1, 2026 principal payment.

(b) See "Statements of Bonds Outstanding – General Obligation Bonds Outstanding and to be Outstanding" in this appendix.

(c) See "Statements of Bonds Outstanding – Senior Lien Water and Sewer Revenue Bonds Outstanding" in this appendix.

(d) See "Statements of Bonds Outstanding – Subordinate Lien Water and Sewer Revenue Obligations Outstanding" in this appendix.

(e) See "Statements of Bonds Outstanding – Senior Lien Excise Tax Obligations Outstanding" in this appendix.

(f) See "Statements of Bonds Outstanding – Subordinate Lien Excise Tax Obligations Outstanding" in this appendix.

(g) See "Statements of Bonds Outstanding – Improvement District Bonds Outstanding" in this appendix.

(h) See "PROPERTY TAXES" in this appendix for a description of this property value.

(i) Estimated net full cash value is the total market value of the property less estimated exempt property within the City, as projected by the Arizona Department of Revenue, Division of Property and Special Taxes ("Estimated Net Full Cash Value").

(j) Estimated valuations for Fiscal Year 2026/27 provided by the Arizona Department of Revenue. Valuations for Fiscal Year 2026/27 are not official until approved by the Board of Supervisors of the County on the third Monday in August for the following Fiscal Year. Although the final official valuations are not expected to differ materially from the estimated valuations, they are subject to positive or negative adjustments until approved by the Board of Supervisors of the County.

Source: *State and County 2025 Abstract of the Assessment Roll*, Arizona Department of Revenue, *Maricopa County 2025 Tax Levy*, County Department of Finance and *2026 February State Abstract*, Maricopa County Assessor's Office.

* Subject to change.

STATEMENTS OF BONDS OUTSTANDING

TABLE B-2

General Obligation Bonds Outstanding and to be Outstanding
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Final Maturity	Principal Outstanding	
2016	Refunding	$54,975,000	07-01-2037	$ 19,635,000	
2017	Various Purpose	25,015,000	07-01-2037	19,275,000	
2019	Refunding	4,225,000	07-01-2029	4,105,000	
2019	Various Purpose	26,960,000	07-01-2038	20,055,000	
2020	Refunding	9,250,000	07-01-2030	4,145,000	
2021	Various Purpose	39,530,000	07-01-2040	30,010,000	
2022	Various Purpose	23,475,000	07-01-2041	14,960,000	
Subtotal General Obligation Bonds Outstanding				$112,185,000	
Plus: July 1, 2026 Principal Payments				8,170,000	
Plus: the Bonds				84,485,000	*
Total General Obligation Bonds Outstanding and to be Outstanding				$204,840,000	*

TABLE B-3

Senior Lien Water and Sewer Revenue Bonds Outstanding
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Final Maturity	Principal Outstanding	
2009	Refunding	$ 325,000	07-01-2049	$ 325,000	
2009	WIFA Loan	5,716,315	07-01-2029	979,472	(a)
Subtotal Senior Lien Water and Sewer Revenue Bonds Outstanding				$1,304,472	
Plus: July 1, 2026 Principal Payments				313,772	
Total Senior Lien Water and Sewer Revenue Bonds Outstanding				$1,618,244	

(a) Represents the City's 2009 financial obligations to Water Infrastructure Finance Authority of Arizona ("WIFA").

TABLE B-4

Subordinate Lien Water and Sewer Revenue Obligations Outstanding
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Final Maturity	Principal Outstanding
2016	Subordinate Lien Obligations	$11,540,000	07-01-2045	$ 5,555,000
2020	Subordinate Lien Obligations	77,530,000	07-01-2049	71,910,000
2020	Subordinate Lien Obligations	30,950,000	07-01-2049	30,950,000
2020	Tax-Exempt Refunding	12,290,000	07-01-2039	9,995,000
2020	Taxable Refunding	13,540,000	07-01-2041	9,870,000
2025	Subordinate Lien Obligations	57,325,000	07-01-2044	51,820,000
Subtotal Subordinate Lien Water and Sewer Revenue Obligations Outstanding				$180,100,000
Plus: July 1, 2026 Principal Payments				4,390,000
Total Subordinate Lien Water and Sewer Revenue Obligations Outstanding				$184,490,000

* Subject to change.

TABLE B-5

Senior Lien Excise Tax Obligations Outstanding (a)
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Final Maturity	Principal Outstanding	
2016A	Refunding	$40,530,000	07-01-2032	$27,470,000	(b)(c)
2016B	Refunding	31,165,000	07-01-2031	12,880,000	(b)(c)
2021	Refunding	25,520,000	07-01-2027	4,865,000	
Subtotal Senior Lien Excise Tax Obligations Outstanding				$45,215,000	
Plus: July 1, 2026 Principal Payments				6,745,000	
Total Senior Lien Excise Tax Obligations Outstanding				$51,960,000	

(a) Secured by a first lien pledge of certain City excise taxes, fines and fees, and certain State shared revenues (collectively, the "Excise Taxes").

(b) Issued by the City of Goodyear, Arizona Public Improvement Corporation (the "PIC").

(c) The City anticipates completing a cash defeasance of $27,470,000* of Municipal Facilities Revenue Refunding Bonds, Series 2016A and $12,880,000* of Municipal Facilities Revenue Refunding Bonds, Series 2016B in the second half of 2026.

TABLE B-6

Subordinate Lien Excise Tax Obligations Outstanding (a)
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Final Maturity	Principal Outstanding	
2017	Refunding	$10,645,000	07-01-2027	$1,230,000	(b)
Subtotal Subordinate Lien Excise Tax Obligations Outstanding				$1,230,000	
Plus: July 1, 2026 Principal Payment				1,190,000	
Total Subordinate Lien Excise Tax Obligations Outstanding				$2,420,000	

(a) Secured by a second lien pledge of the Excise Taxes.

(b) Issued by the PIC.

TABLE B-7

Improvement District Bonds Outstanding (a)
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Final Maturity	Principal Outstanding
2018	Refunding	$34,870,000	01-01-2031	$10,210,000
Total Improvement District Bonds Outstanding				$10,210,000

(a) Improvement District bonded debt is payable from special assessments levied on the property benefited by the financed improvements. Such bonds are a contingent liability of the City to the extent of any delinquent assessments.

* Subject to change.

PROPERTY TAXES

As described under the heading "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS," the City will be required by law to levy or to cause to be levied on all the taxable property in the City a continuing, direct, annual, *ad valorem* property tax sufficient to pay all principal, interest, and costs of administration for the Bonds as the same become due. The State's *ad valorem* property tax levy and collection procedures are summarized under this heading "PROPERTY TAXES."

Taxable Property

Real property and improvements and personal property are either valued by the Assessor of the County or the Arizona Department of Revenue (the "Department of Revenue"). Property valued by the Assessor of the County is referred to as "locally assessed" property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Department of Revenue is referred to as "centrally valued" property and generally includes large mine and utility entities.

Locally assessed property is assigned two values: Full Cash Value and Limited Property Value (both as defined herein). Centrally valued property is assigned one value: Full Cash Value.

Full Cash Value

In the context of a specific property parcel, full cash value ("Full Cash Value") is statutorily defined to mean "the value determined as prescribed by statute" or if no statutory method is prescribed it is "synonymous with market value which means that estimate of value that is derived annually by using standard appraisal methods and techniques," which generally include the market approach, the cost approach and the income approach. In valuing locally assessed property, the Assessor of the County generally uses a cost approach to value commercial/industrial property and a market approach to value residential property. In valuing centrally valued property, the Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. State law allows taxpayers to appeal such Full Cash Values by providing evidence of a lower value, which may be based upon another valuation approach. Full Cash Value is used as the ceiling for determining Limited Property Value. Unlike Limited Property Value, increases in Full Cash Value are not limited.

Limited Property Value

In the context of a specific property parcel, limited property value ("Limited Property Value") is a property value determined pursuant to the Arizona Constitution and the A.R.S. Except as described in the next sentence, for locally assessed property in existence in the prior year, Limited Property Value is limited to the lesser of Full Cash Value or an amount 5% greater than Limited Property Value determined for the prior year for such specific property parcel. In the following circumstances, Limited Property Value is established at a level or percentage of Full Cash Value that is comparable to that of other properties of the same or similar use or classification: property that was erroneously totally or partially omitted from the property tax rolls in the preceding tax year, except as a result of the matters described in this sentence; property for which a change in use has occurred since the preceding tax year and property that has been modified by construction , destruction, or demolition since the preceding valuation year such that the total value of the modification is equal to or greater than fifteen percent of the Full Cash Value. (Limited Property Value of property that has been split, subdivided, or consolidated varies depending on when the change occurred.) A separate Limited Property Value is not provided for centrally valued property.

Full Cash Value and Limited Property Value for Taxing Jurisdictions

The Full Cash Value in the context of a taxing jurisdiction is the sum of the Full Cash Value associated with each parcel of property in the jurisdiction. Full Cash Value of the jurisdiction is the basis for determining constitutional and statutory debt limits for certain political subdivisions in Arizona, including the City.

The Limited Property Value in the context of a taxing jurisdiction is the sum of the Limited Property Value associated with each parcel of locally assessed property within the jurisdiction plus the sum of the Full Cash Value associated with each parcel of centrally valued property within the jurisdiction. Limited Property Value of the jurisdiction is used as the basis for levying both primary and secondary taxes. See "Primary Taxes" and "Secondary Taxes" below.

Property Classification and Assessment Ratios

All property, both real and personal, is assigned a classification (defined by property use) and related assessment ratio that is multiplied by the Limited Property Value or Full Cash Value of the property, as applicable, to obtain the "Limited Assessed Property Value" and the "Full Cash Assessed Value," respectively.

The assessment ratios for each property classification are set forth by tax year in the following table.

TABLE B-8

Property Tax Assessment Ratios (Tax Year)

Property Classification (a)	2022	2023	2024	2025	2026
Mining, utilities, commercial and industrial (b)	17.5%	17.0%	16.5%	16.0%	15.5%
Agricultural and vacant land	15.0	15.0	15.0	15.0	15.0
Owner occupied residential	10.0	10.0	10.0	10.0	10.0
Leased or rented residential	10.0	10.0	10.0	10.0	10.0
Railroad, private car company and airline flight property (c)	15.0	14.0	14.0	13.0	13.0

(a) Additional property classifications exist, but seldom amount to a significant portion of a municipal body's total valuation.

(b) The assessment ratio for this property classification will decrease to 15.0% for tax year 2027 and each tax year thereafter.

(c) This percentage is determined annually pursuant to A.R.S. § 42-15005.

Source: *State and County Abstract of the Assessment Roll for Tax Years 2022 to 2026*, Arizona Department of Revenue.

Primary Taxes

Per State statute, taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes." Primary taxes are levied against Net Assessed Limited Property Value (as defined herein). "Net Assessed Limited Property Value" is determined by excluding the value of property exempt from taxation from Limited Assessed Property Value of locally assessed property and from Full Cash Assessed Value of centrally valued property and combining the resulting two amounts.

The primary taxes levied by each county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year's levy limit plus any taxes on property not subject to taxation in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

The combined taxes on owner occupied residential property only, for purposes other than voter-approved bond indebtedness and overrides and certain special district assessments, are constitutionally limited to 1% of the Limited Property Value of such property.

Secondary Taxes

Per State statute, taxes levied for payment of bonds like the Bonds, voter-approved budget overrides, the maintenance and operation of special purpose districts such as sanitary, fire, road improvement and career technical education districts, and taxes levied by school districts for qualified desegregation expenditures are "secondary taxes." Like primary taxes, secondary taxes are also levied against Net Assessed Limited Property Value. There is no constitutional or statutory limitation on annual levies for voter approved bond indebtedness and overrides and certain special district assessments.

"Net Full Cash Assessed Value" is determined by excluding the value of property exempt from taxation from Full Cash Assessed Value of both locally assessed and centrally valued property and combining the resulting two amounts. Net Full Cash Assessed Value is the basis for determining general obligation bonded debt limitations for certain political subdivisions in the State, including the City.

Tax Procedures

The State tax year has been defined as the calendar year, notwithstanding the fact that tax procedures begin prior to January 1 of the tax year and continue through May of the succeeding calendar year.

On or before the third Monday in August each year the Board of Supervisors of the County prepares the tax roll setting forth certain valuations by taxing district of all property in the County subject to taxation. The tax roll is then forwarded to the Treasurer of the County (the "Treasurer"). (The Assessor of the County is required to have completed the assessment roll by December 20th of the year prior to the levy. This roll identifies the valuation and classification of each parcel located within the County for the tax year.)

With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then levied upon each non-exempt parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll due to appeals or other reasons reduces the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of the year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years.

The State Legislature, from time to time, may change the manner in which taxes are levied, including changing the assessment ratios and property classifications. The City cannot determine whether any such measures will become law or how they might affect property tax collections for the City. However, removing or amending limits on the growth rate of Limited Property Value for locally assessed property would require further amendment to the State Constitution.

On occasion, it may be determined that a taxpayer or class of taxpayers is due a property tax refund associated with a successful appeal. These refunds may be for a single year or several years and may range widely in amount. Generally, these refunds are paid by the treasurer of the appropriate county with amounts received by the underlying taxing jurisdictions which, in most cases, may levy an additional property tax in the following year to account for that underlying taxing jurisdiction's proportion of the taxpayer refund. Importantly, in most cases, taxpayer refunds of this type are not the ultimate burden of the underlying taxing jurisdiction, as the underlying taxing jurisdictions levied a tax in an amount which was based on the approved (i.e., pre-appeal) property tax levy. Refunds do not change the amount of revenue the underlying taxing jurisdictions are eligible to receive for the affected fiscal years, but such refunds do change the distribution of the burden of the property taxes among the taxpayers. This is reconciled by the underlying taxing jurisdictions levying for the refunded amounts in a subsequent year.

Delinquent Tax Procedures

The property taxes due the City are billed, along with State and other taxes, each September and are due and payable in two installments on October 1 and March 1 and become delinquent on November 1 and May 1, respectively. Delinquent taxes are subject to an interest penalty of 16% per annum prorated monthly as of the first day of the month. (Delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Treasurer prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event that there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

After three years from the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer to deliver a treasurer's deed to the certificate holder as prescribed by law.

Chapter 176, Laws of Arizona 2024 (commonly referred to by its original bill number as "SB 1431") revised the redemption and foreclosure process for tax lien certificate holders whereby a delinquent taxpayer may request an entry of judgment directing the sale of the property for excess proceeds. If a delinquent taxpayer requests an excess proceeds sale, and an entry of judgment is granted to direct such excess proceeds sale, a tax lien certificate holder's potential financial return on the subject tax lien eligible for foreclosure may decrease relative to the tax lien certificate holder's potential financial return on such tax lien prior to the enactment of SB 1431. Therefore, in connection with the new excess proceeds sale process instituted by SB 1431, it is reasonable to conclude that "tax sale investors" may be less willing to purchase tax liens. The effective date of SB 1431 was September 14, 2024. None of the City, the Municipal Advisor, the Underwriter or the counsel or agents of either of them, including Bond Counsel, are able to determine or predict what impact, if any, SB 1431 will have on property tax collections in the City.

In the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can attach against the taxpayer's property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* taxes on property of a taxpayer within the City. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy is stayed pursuant to the Bankruptcy Code. While the automatic stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of bankruptcy court. It is reasonable to conclude that "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of the payment of post-bankruptcy petition tax collections becomes uncertain.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the City, the Municipal Advisor, the Underwriter or their respective agents, consultants or legal counsel, including Bond Counsel, has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the City's tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

DIRECT AND OVERLAPPING GENERAL OBLIGATION BONDED INDEBTEDNESS

The Arizona Constitution provides that the general obligation bonded indebtedness for a city for general municipal purposes may not exceed 6% of the Net Full Cash Assessed Value of the taxable property in that city. In addition, an incorporated city may become indebted in an amount not exceeding an additional 20% of the Net Full Cash Assessed Value of the city for supplying such city with water, light, or sewers, when the works for supplying such water, light, or sewers are or shall be owned and controlled by the municipality, and for the acquisition and development by the city of land or interests therein for open space preserves, parks, playgrounds and recreational facilities, public safety, law enforcement, fire and emergency services facilities and streets and transportation facilities.

TABLE B-9

Direct General Obligation Bonded Debt, Legal Limitation and Unused General Obligation Bonding Capacity (a)
City of Goodyear, Arizona

General Municipal Purpose Bonds (b)		
Total 6% General Obligation Bonding Capacity	$187,753,226	
Less 6% Original Issue Premium	(5,420,000)	* (c)
Less 6% General Obligation Bonds to be Outstanding	(46,690,000)	*
Net 6% General Obligation Bonding Capacity	$135,643,226	*

Water, Light, Sewer, Open Space, Streets, Parks, Transportation and Public Safety Bonds (b)		
Total 20% General Obligation Bonding Capacity	$625,844,087	
Less 20% Original Issue Premium	(7,492,000)	* (b)
Less 20% General Obligation Bonds to be Outstanding	(149,980,000)	*
Net 20% General Obligation Bonding Capacity	$468,372,087	*

* Subject to change.

(a) General obligation bonding capacity is calculated using the City's Fiscal Year 2025/2026 Net Full Cash Assessed Value of $3,129,220,439. Capacity is reduced by applicable amount in connection with the issuance of the Bonds.

(b) Bonding capacity net of July 1, 2026, principal payment and original issue premium.

(c) $11,622,000* total amount of premium on previous bonds and on the Bonds reduced or will reduce (i) the principal amount of general obligation bonds authorized at the Elections and (ii) the borrowing capacity of the City under the Arizona Constitution. $1,290,000 total amount of premium on previous bonds reduced the borrowing capacity of the City under the Arizona Constitution (but not the authorization). The City's borrowing capacity (but not authorization) will be recaptured as premium is amortized. The City plans to amortize such premium as shown in TABLE B-10.

TABLE B-10

Original Issue Premium Amortization General Obligation Bonds
City of Goodyear, Arizona

Period Ending (July 1)	General Obligation Refunding Bonds, Series 2019	General Obligation Refunding Bonds, Series 2020	General Obligation Bonds, Series 2021	General Obligation Bonds, Series 2022	The Bonds*	Combined*
2027	$240,000	$125,000	$ 160,000	$ 80,000	$ 702,000	$ 1,307,000
2028	250,000	130,000	170,000	80,000	180,000	810,000
2029	260,000	140,000	175,000	85,000	75,000	735,000
2030		145,000	185,000	90,000	80,000	500,000
2031			195,000	95,000	85,000	375,000
2032			205,000	100,000	85,000	390,000
2033			215,000	105,000	90,000	410,000
2034			220,000	110,000	95,000	425,000
2035			230,000	115,000	100,000	445,000
2036			240,000	120,000	105,000	465,000
2037			245,000	125,000	110,000	480,000
2038			250,000	130,000	115,000	495,000
2039			890,000	135,000	120,000	1,145,000
2040			920,000	140,000	130,000	1,190,000
2041				145,000	580,000	725,000
2042					700,000	700,000
2043					735,000	735,000
2044					770,000	770,000
2045					810,000	810,000
Total	$750,000	$540,000	$4,300,000	$1,655,000	$5,667,000	$12,912,000

* Subject to change.

TABLE B-11

Direct and Overlapping General Obligation Bonds Outstanding and to be Outstanding
City of Goodyear, Arizona

Overlapping Jurisdiction	General Obligation Bonded Debt (b)(c)	Proportion applicable to City of Goodyear (a) Approximate Percent	Net Debt Amount	
State of Arizona	None	1.917%	None	
Maricopa County	None	2.916	None	
Maricopa County Community College District	$ 13,565,000	2.916	$ 395,597	
Maricopa County Special Health Care District	479,410,000	2.928	14,038,782	
Western Maricopa Education Center District No. 402	212,235,000	7.467	15,847,476	
Agua Fria Union High School District No. 216	399,515,000	55.962	223,574,634	
Avondale Elementary School District No. 44	34,615,000	88.955	30,791,851	
Litchfield Elementary School District No. 79	89,285,000	40.899	36,516,950	
Buckeye Union High School District No. 201	39,965,000	22.225	8,882,251	
Liberty Elementary School District No. 25	41,920,000	58.263	24,423,925	
Tolleson Union High School District No. 214	324,390,000	0.003	9,676	
Littleton Elementary School District No. 65	37,525,000	0.013	4,792	
Mobile Elementary School District No. 86	None	48.825	None	
Centerra Community Facilities District	1,337,000	100.000	1,337,000	
Community Facilities General District No. 1	1,630,000	100.000	1,630,000	
Community Facilities Utilities District No. 1	16,800,000	100.000	16,800,000	
Cortina Community Facilities District	805,000	100.000	805,000	
Cottonflower Community Facilities District	420,000	100.000	420,000	
Estrella Mountain Ranch Community Facilities District	19,915,000	100.000	19,915,000	
King Ranch Community Facilities District	None	100.000	None	
Palm Valley Community Facilities District No. 3	2,570,000	100.000	2,570,000	
Wildflower Ranch Community Facilities District No. 1	None	100.000	None	
Wildflower Ranch Community Facilities District No. 2	None	100.000	None	
City of Goodyear	196,670,000*	100.000	196,670,000	*(d)
Total Direct and Overlapping General Obligation Bonded Debt Outstanding and to be Outstanding			$594,632,935	*

(a) Proportion applicable to the City is computed on the ratio of Net Assessed Limited Property Value for Fiscal Year 2025/26 of the portion of the overlapping jurisdiction lying within the City divided by the total Net Assessed Limited Property Value of such jurisdiction. Total may not add due to rounding.

(b) Does not include presently authorized but unissued general obligation bonds of such jurisdictions that may be issued in the future nor amounts that may be authorized at future elections. Additional bonds may be authorized by voters within such jurisdictions pursuant to future elections.

Does not include outstanding principal amount of certificates of participation, revenue obligations or loan obligations outstanding for the jurisdictions listed above. Does not include outstanding principal amounts of bonded debt payable from special assessments, as such debt is presently being paid from such special assessments against affected property owners residing within the various improvement districts.

Also does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States Department of the Interior (the "Department of the Interior"), for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that

* Subject to change.

have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages have been fixed for the entire 50-year repayment period, which commenced October l, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Arizona's Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. At the date of this Official Statement, the tax levy is limited to 14 cents per $100 of Net Assessed Limited Property Value, of which 14 cents is currently being levied. (See A.R.S., Sections 48-3715 and 48-3715.02.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the master contract. Does not include the obligation of the Maricopa County Flood Control District to contribute $70 to $80 million to the CAP. The Maricopa County Flood Control District's sole source of revenue to pay the contribution will be *ad valorem* taxes on real property and improvements.

(c) General obligation debt net of July 1, 2026 principal payments.

(d) Includes the Bonds.

Source: The various entities.

TABLE B-12

Direct and Overlapping General Obligation Bonds Authorized but Unissued
City of Goodyear, Arizona

Overlapping Jurisdiction	General Obligation Bonds Authorized but Unissued
Maricopa County Community College District	None
Maricopa County Special Health Care District	$898,000,000
Western Maricopa Education Center District No. 402	215,000,000
Avondale Elementary School District No. 44	65,000,000
Liberty Elementary School District No. 25	None
Litchfield Elementary School District No. 79	10,000,000
Littleton Elementary School District No. 65	None
Mobile Elementary School District No. 86	None
Agua Fria Union High School District No. 216	None
Buckeye Union High School District No. 201	None
Tolleson Union High School District No. 214	125,000,000
Centerra Community Facilities District	15,692,000
Cortina Community Facilities District	845,000
Cottonflower Community Facilities District	415,000
Estrella Mountain Ranch Community Facilities District	165,525,849
Goodyear Community Facilities General District No. 1	119,260,000
Goodyear Community Facilities Utilities District No. 1	111,760,000
King Ranch Community Facilities District	50,000,000
Palm Valley Community Facilities District No. 3	116,460,000
Wildflower Ranch Community Facilities District No. 1	600,000
Wildflower Ranch Community Facilities District No. 2	1,280,000
City of Goodyear	186,294,616* (a)

(a) Reflects reduction of authorization from issuance of the Bonds.

Source: The various entities.

TABLE B-13

Direct and Overlapping General Obligation Bonded Debt Ratios
City of Goodyear, Arizona

	Per Capita Bonded Debt Population at 122,569 (a)	As a Percentage of City's	
		2025/26 Net Assessed Limited Property Value	2025/26 Estimated Net Full Cash Value
Direct General Obligation Bonded Debt* (b)	$1,605	11.11%	0.73%
Direct and Overlapping General Obligation Debt* (b)	4,851	33.58	2.21

(a) Estimate as of July 1, 2025 (published December 2025).

(b) Includes the Bonds.

Source: Arizona Department of Administration, Office of Employment and Population Statistics and *State and County 2025 Abstract of the Assessment Roll*, Arizona Department of Revenue.

* Subject to change.

Other Indebtedness
City of Goodyear, Arizona

The City currently has no other material indebtedness.

Source: The City.

TAX COLLECTIONS, TAX RATES AND VALUES

TABLE B-14

Property Taxes Levied and Collected (a)
City of Goodyear, Arizona

			Collected to June 30 of Initial Fiscal Year (b)		Cumulative Collection to September 30, 2025	
Fiscal Year	Tax Rate	City Tax Levy (c)	Amount	% of Levy (d)	Amount	% of Levy (d)
2025/26	$1.7350	$30,725,328	(e)		$ 2,509,492	8.15%
2024/25	1.7350	27,593,700	$27,362,643	99.16%	27,320,052	99.01
2023/24	1.7350	25,151,508	24,793,758	98.58	24,696,523	98.19
2022/23	1.7350	22,821,653	22,501,541	98.60	22,306,469	97.74
2021/22	1.7335	20,150,452	19,740,256	97.96	19,570,851	97.12
2020/21	1.7332	17,871,100	17,528,715	98.08	17,452,256	97.66

(a) Taxes are collected by the Treasurer. Taxes in support of debt service are levied by the Board of Supervisors of the County as required by A.R.S.

(b) Reflects collections made through the end of the Fiscal Year, on such year's levy. Property taxes are payable in two installments. The first installment is due on October 1 and becomes delinquent on November 1; the second installment is due on March 1 and becomes delinquent on May 1. Delinquent taxes are subject to an interest and penalty change of 16% per annum, which is prorated at a monthly rate of 1.33%. Interest and penalty collections for delinquent taxes are not included in the collection figures but are deposited in the County's General Fund. Interest and penalties with respect to the first half tax collections (delinquent November 1) are waived if the full year's taxes are paid by December 31.

(c) Tax levy amount shown is based on the original levy set by the County and does not reflect adjustments.

(d) Percentage of levy collected is calculated using the adjusted levy as of June 30 of the initial Fiscal Year or as of the query date, respectively.

(e) The 2025/26 taxes are in course of collection, subject to the following schedule: first installment due 10-01-25, delinquent 11-01-25; second installment due 03-01-26, delinquent 05-01-26.

Source: *Secured Levy Report* through September 30, 2025, Office of the Treasurer of the County.

TABLE B-15

Direct and Overlapping Assessed Valuations and Total Tax Rates
Per $100 Assessed Valuation

Overlapping Jurisdiction	2025/26 Net Assessed Limited Property Value (a)	2025/26 Total Tax Rate Per $100 Net Assessed Limited Property Value (a)	
State of Arizona	$92,371,826,506	None	
Maricopa County	60,724,517,168	$ 1.1591	
Maricopa County Community College District	60,724,517,168	1.0828	
Maricopa County Fire District Assistance Tax	60,724,517,168	0.0076	(b)
Maricopa County Flood Control District	56,554,825,877	0.1428	(c)
Maricopa County Library District	60,724,517,168	0.0462	
Maricopa County Special Health Care District	60,474,824,210	0.2914	
Central Arizona Water Conservation District	60,474,824,210	0.1400	(d)
Western Maricopa Education Center District No. 402	23,716,678,874	0.1815	
Adaman Irrigation District No. 36	2,389	24.0700	(e)
McMicken Irrigation District	18,083	2.0859	(e)
Roosevelt Irrigation District	35,149	37.3600	(e)
Agua Fria Union High School District No. 216	2,641,487,331	3.1740	
Avondale Elementary School District No. 44	829,320,601	3.5672	
Litchfield Elementary School District No. 79	1,812,166,729	2.9306	
Buckeye Union High School District No. 201	1,312,367,605	2.8998	
Liberty Elementary School District No. 25	501,070,687	3.7177	
Tolleson Union High School District No. 214	2,060,374,378	5.7601	
Littleton Elementary School District No. 65	485,455,772	4.1988	
Mobile Elementary School District No. 86	7,604,958	8.5360	
Centerra Community Facilities District	24,754,520	1.5176	
Community Facilities General District No. 1	167,715,124	0.7255	
Community Facilities Utilities District No. 1	620,164,835	0.7598	
Cortina Community Facilities District	15,352,986	1.4418	
Cottonflower Community Facilities District	13,511,630	1.9401	
Estrella Mountain Ranch Community Facilities District	188,637,488	1.3000	
King Ranch Community Facilities District	1,695,934	0.3000	
Palm Valley Community Facilities District No. 3	239,280,691	0.3185	
Wildflower Ranch Community Facilities District No. 1	7,254,451	0.3000	
Wildflower Ranch Community Facilities District No. 2	7,390,167	0.8656	
City of Goodyear	1,770,911,953	1.7350	

(a) Any decrease in an assessed valuation below the amount shown could result in an increase in the applicable tax rate.

(b) The County is mandated to levy a tax annually in support of County fire districts.

(c) The assessed valuation of the Maricopa County Flood Control District does not include the personal property assessed valuation within the County.

(d) The Net Assessed Limited Property Value for CAWCD reflects the assessed valuation located within Maricopa County only.

(e) Irrigation district levies are based on a per acre assessment upon the qualified land within the City.

Source: *State and County 2025 Abstract of the Assessment Roll*, Arizona Department of Revenue and *Maricopa County 2025 Tax Levy*, County Department of Finance.

Direct and Overlapping Total Tax Rates Per $100 of Assessed Valuation

There are 30 taxing jurisdictions that overlap the City's boundaries. The total overlapping property tax rate for property owners within the City, excluding irrigation districts, ranges from $10.8910 to $14.7453.

Source: *Maricopa County 2025 Tax Levy*, County Department of Finance.

TABLE B-16

Assessed Value by Property Classification
City of Goodyear, Arizona

Below are breakdowns of the City's Net Assessed Limited Property Value by property classification.

Class	2021/22	2022/23	2023/24	2024/25	2025/26
Utilities, Commercial and Industrial	$ 383,128,650	$ 417,568,668	$ 488,911,196	$ 593,240,929	$ 647,387,305
Agricultural and Vacant	58,983,264	61,365,014	73,504,432	73,511,435	69,250,403
Residential (owner occupied)	507,416,490	552,897,336	592,054,415	637,262,868	670,758,779
Residential (rental)	206,917,471	237,727,343	268,756,784	304,903,366	355,372,026
Railroads	1,264,869	1,415,907	1,011,317	869,917	717,777
Historic Property	12,874,047	22,874,548	23,600,985	25,822,366	27,421,684
Miscellaneous	35,937	-	1	3,788	3,978
Total (a)	$1,170,620,728	$1,293,848,816	$1,447,839,128	$1,635,614,669	$1,770,911,953

(a) Totals may not add due to rounding.

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

TABLE B-17

Assessed Valuation of Major Taxpayers (a)
City of Goodyear, Arizona

The table below shows the major property taxpayers located within the City and their Net Assessed Limited Property Value for the Fiscal Year indicated.

Taxpayer (b)	2025/26 Net Assessed Limited Property Value	As % of City's Total 2025/26 Net Assessed Limited Property Value
MICROSOFT CORPORATION	$ 29,556,838	1.67%
VHS OF SOUTH PHOENIX INC	17,498,297	0.99
FR PV 303 PHASE 2 LLC	14,911,309	0.84
LIBERTY PROPERTY LIMITED PARTNERSHIP	12,155,446	0.69
PROLOGIS-EXCHANGE AZ 2003 LLC	11,401,320	0.64
SDC PHX I LLC	10,456,954	0.59
ELWOOD LOGISTICS CENTER QOZB LLC	10,176,400	0.57
MACYS LOGISTICS LLC	10,164,893	0.57
VANTAGE DATA CENTERS AZ11 LLC	10,093,005	0.57
ESTRELLA NORTH LLC	9,797,688	0.55
Total (c)	$136,212,152	7.69%

(a) Based upon data obtained from the Treasurer. None of the City, the Underwriter, counsel to the Underwriter, the Municipal Advisor, or Bond Counsel has made an independent determination of the financial condition of any of the major taxpayers or their ability to pay taxes.

(b) Some of such taxpayers or their parent corporations are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information (collectively, the "Filings") may be inspected, copied and obtained at prescribed rates at the Commission's public reference facilities at 100 F Street, N.E., Washington, D.C. 20549-2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR data base at http://www.sec.gov. No representative of the City, the Municipal Advisor, the Underwriter, counsel to the Underwriter, or Bond Counsel has examined the information set forth in the Filings for accuracy or completeness, nor does any such representative assume responsibility for the same.

(c) Totals may not add due to rounding.

Source: Assessor of the County.

TABLE B-18

Estimated Net Full Cash Value (a)
City of Goodyear, Arizona

Fiscal Year	Estimated Net Full Cash Value
2025/26	$26,891,375,199
2024/25	26,359,535,282
2023/24	20,399,873,223
2022/23	15,253,820,336
2021/22	13,310,752,062

(a) The City's estimated Net Full Cash Value approximates the total market value of all taxable property located within the boundaries of the City, less the estimated exempt property within the boundaries of the City.

Source: The Municipal Advisor. Total market value and exempt property information for tax years 2021 through 2025, *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

CITY EMPLOYEE RETIREMENT SYSTEM

All benefitted employees of the City are covered by one of three pension systems. The Arizona State Retirement System ("ASRS") is for the benefit of the employees of the state and certain other governmental jurisdictions. All benefited City employees, except sworn fire and police personnel and the City Council, are included in the plan that is a multiple-employer cost-sharing defined benefit pension plan. All sworn fire and police personnel participate in the Public Safety Personnel Retirement System ("PSPRS") that is an agent multiple-employer defined benefit pension plan.

In addition, eligible employees are covered by other post-employment benefit plans ("OPEB"). All sworn fire and police personnel participate in the PSPRS that is an agent multiple-employer defined benefit health insurance premium benefit OPEB plan. Eligible City employees also participate in the City's defined benefit medical OPEB plan. Eligible City employees covered by Arizona State Retirement System also participate in the ASRS OPEB plan.

At June 30, 2025, the City reported the following unfunded liabilities related to pensions and OPEB for all plans to which it contributes (in thousands):

TABLE B-19

Net Pension and OPEB Liabilities
City of Goodyear, Arizona

Plan	Governmental Activities	Business-Type Activities
ASRS	$47,805,546	$ 8,340,534
OPEB	23,746,147	4,142,941
PSPRS-Fire	7,016,422	-
PSPRS-Police	13,263,042	-
Total (a)	$91,831,158	$12,483,475

For a more detailed description of these plans and the City contributions to the various plans, please refer to Note 15 of the City's Audited General Purpose Financial Statements for the Year Ended June 30, 2025, contained in APPENDIX C of this Official Statement.

(a) Totals may not add due to rounding.

APPENDIX C

CITY OF GOODYEAR, ARIZONA

AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2025

The following audited financial statements are for the Fiscal Year ended June 30, 2025, have been audited by Heinfeld, Meech & Co., P.C., certified public accountants, to the extent and for the period indicated thereon. The City has neither requested nor obtained the consent of Heinfeld, Meech & Co., P.C., to include its report and Heinfeld, Meech & Co., P.C., has performed no procedures subsequent to sending its report on the audited financial statements.

These are the most recent audited financial statements available to the City. THESE AUDITED FINANCIAL STATEMENTS ARE NOT CURRENT AND MAY NOT REPRESENT THE CURRENT FINANCIAL CONDITIONS OF THE CITY.

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APPENDIX D

BOOK-ENTRY-ONLY SYSTEM

THE INFORMATION PROVIDED IN THIS APPENDIX D HAS BEEN PROVIDED BY DTC. NO REPRESENTATION IS MADE BY THE CITY, BOND COUNSEL, THE MUNICIPAL ADVISOR, COUNSEL TO THE UNDERWRITER OR THE UNDERWRITER AS TO THE ACCURACY OR ADEQUACY OF SUCH INFORMATION PROVIDED BY DTC OR AS TO THE ABSENCE OF MATERIAL ADVERSE CHANGES IN SUCH INFORMATION SUBSEQUENT TO THE DATE HEREOF.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a rating of "AA+" from Standard & Poor's. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names

and addresses to the Registrar (initially U.S. Bank Trust Company, National Association) and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Registrar on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and redemption payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

THE CITY WILL HAVE NO RESPONSIBILITY OR OBLIGATION TO DTC, DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (2) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE BONDS UNDER THE BOND RESOLUTION; (3) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE BONDS; (4) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH RESPECT TO THE BONDS; (5) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE BONDS; OR (6) ANY OTHER MATTERS.

So long as Cede & Co. is the registered owner of the Bonds, as nominee for DTC, references herein to "Owner" or registered owners of the Bonds (other than under the caption "TAX EXEMPTION") shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of such Bonds.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City or the Registrar to DTC only.

APPENDIX E

FORM OF APPROVING LEGAL OPINION

[Closing Date]

MAYOR AND COUNCIL
CITY OF GOODYEAR, ARIZONA

We have acted as bond counsel to the City of Goodyear, Arizona (the "*City*") in connection with the issuance of its $84,485,000* aggregate principal amount of General Obligation Bonds, Series 2026 (the "*Bonds*"). In such capacity, we have examined such law and such certified proceedings, certifications, and other documents as we have deemed necessary to give the opinions below.

As to questions of fact material to the opinions below, we have relied upon, and assumed due and continuing compliance with the provisions of, the certified proceedings and other certifications, covenants and representations furnished to us without undertaking to verify them by independent investigation, including, without limitation, those with respect to causing interest on the Bonds to be and remain excluded from gross income for federal income tax purposes.

Based upon the foregoing, we are of the opinion, as of this date, which is the date of initial delivery of the Bonds against payment therefor, that:

1. The Bonds have been duly authorized and executed by the City and are valid and binding general obligations of the City.

2. All taxable property within the City is subject to the levy of a direct, annual, *ad valorem* tax to pay the principal of and interest on the Bonds without limit as to rate or amount. It is required by law that there be levied, assessed and collected, in the same manner as other taxes of the City, an annual tax upon the taxable property in the City sufficient to pay the principal of and interest on the Bonds when due.

3. Under existing laws, regulations, rulings and judicial decisions, the interest income on the Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*") and is exempt from Arizona income taxes. Interest income on the Bonds is not an item of tax preference for purposes of the alternative minimum tax imposed on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations. The opinion set forth in the preceding sentence is subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes under Section 103 of the Code. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be includable in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. For purposes of this opinion, we have assumed continuing compliance by the City with such restrictions, conditions, and requirements. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting the rights and remedies of creditors, and by equitable principles, whether considered at law or in equity.

We express no opinion herein regarding the accuracy, adequacy, or completeness of the Official Statement dated as of _____, 2026, relating to the Bonds. Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth herein.

The opinions given in this opinion letter are given as of the date set forth above, and we assume no obligation to revise or supplement them to reflect any facts or circumstances that may later come to our attention, or any changes in law that may later occur.

Respectfully submitted,

* Subject to change.

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APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

$84,485,000*
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2026

CONTINUING DISCLOSURE CERTIFICATE
(CUSIP BASE NUMBER 382505)

This Continuing Disclosure Certificate (this "*Disclosure Certificate*") is undertaken by the City of Goodyear, Arizona (the "*City*"), in connection with the issuance of its General Obligation Bonds, Series 2026 (the "*Bonds*"). In consideration of the initial sale and delivery of the Bonds, the City covenants as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is for the benefit of the Bondholders and in order to assist the Participating Underwriter in complying with the Rule (each as defined herein).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Annual Report*" shall mean the annual report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Audited Financial Statements*" shall mean the City's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the City intends to continue to prepare in substantially the same form.

"*Bondholder*" shall mean any registered owner or beneficial owner of the Bonds.

"*Bond Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized bond counsel as may be selected by the City.

"*Dissemination Agent*" shall mean the City or any person designated in writing by the City as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the United States Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

"*Financial Obligation*" shall mean:

(i) a debt obligation;

(ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or

(iii) a guarantee of (i) or (ii).

Provided, that "*Financial Obligation*" does not include municipal securities as to which a final official statement has been provided to the MSRB.

"*Listed Events*" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Official Statement*" shall mean the final official statement dated _____, 2026, relating to the Bonds.

* Subject to change.

"*Participating Underwriter*" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. **Provision of Annual Reports**.

(a) Commencing February 1, 2027, and by no later than February 1 of each year thereafter (the "*Filing Date*"), the City shall, either directly or by directing the Dissemination Agent to do so, provide an Annual Report to MSRB. The Annual Report shall be provided electronically and in a format prescribed by MSRB. The Annual Report shall be consistent with the requirements of Section 4 of this Disclosure Certificate and shall include information from the fiscal year ending on the preceding June 30. All documents provided to MSRB shall be accompanied by identifying information prescribed by MSRB. Currently, filings are required to be made with EMMA. Not later than 15 business days prior to such Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City).

(b) If the City is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than the Filing Date.

(c) If the City's Audited Financial Statements are not submitted with the Annual Report and the City fails to provide to EMMA a copy of its Audited Financial Statements within 30 days of receipt thereof by the City, then the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) determine the proper electronic filing address of EMMA each year prior to the date(s) for providing the Annual Report and Audited Financial Statements; and

(ii) if the Dissemination Agent is other than the City, file a report or reports with the City certifying that the Annual Report and Audited Financial Statements, if applicable, have been provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the City; provided, however, that if the Audited Financial Statements of the City are not available at the time of the filing of the Annual Report, the City shall file unaudited financial statements of the City with the Annual Report and, when the Audited Financial Statements of the City are available, the same shall be submitted to EMMA within 30 days of receipt by the City.

(b) The City's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be Provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, Audited Financial Statements for the City.

(B) Annually updated financial information and operating data of the type contained in the following tables of the Official Statement:

(i) TABLE B-11: Direct and Overlapping General Obligation Bonds Outstanding and to be Outstanding;
(ii) TABLE B-14: Property Taxes Levied and Collected;
(iii) TABLE B-15: Direct and Overlapping Assessed Valuations and Total Tax Rates;
(iv) TABLE B-16: Assessed Value by Property Classification; and
(v) TABLE B-17: Assessed Valuation of Major Taxpayers.

(C) In the event of an amendment pursuant to Section 8 of this Disclosure Certificate not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and, if the amendment

is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles and state law requirements as are in effect from time to time. Notice of amendment to the accounting principles shall be sent within 30 days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The City shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the City, either directly or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Bonds. The City shall, in a timely manner, not in excess of 10 business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults, if material;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(vii) Modifications to rights of Bondholders, if material;
(viii) Bond calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership or similar event of the City;
(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(xv) The incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material; and
(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) "*Materiality*" will be determined in accordance with applicable federal securities laws.

Note to Section 5(a)(xii) above: For the purposes of the event identified in section 5(a)(xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. **Termination of Reporting Obligation**. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. Such termination shall not terminate the obligation of the City to give notice of such defeasance or prior redemption in the same manner as for a Listed Event under Section 5(a).

Section 7. **Dissemination Agent**. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the City, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Bond Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Bondholders, as determined by Bond Counsel.

Section 9. **Filing with EMMA**. The City shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with EMMA.

Section 10. **Additional Information**. The City may, at the City's election, include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate. If the City chooses to include such information, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the City to comply with any provision of this Disclosure Certificate any Bondholder may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Bonds or the resolution authorizing the Bonds.

Section 12. **Compliance by the City**. The City hereby covenants to comply with the terms of this Disclosure Certificate. The City expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the responsibility of, and no duty is present with respect thereto for, the Participating Underwriter, Bond Counsel or the City's financial advisor.

Section 13. **Subject to Appropriation**. Pursuant to Arizona law, the City's undertaking to provide information under this Disclosure Certificate is subject to appropriation to cover the costs of preparing and sending the Annual Report and notices of Listed Events to EMMA. Should funds that would enable the City to provide the information required to be disclosed hereunder not be appropriated, then notice of such fact shall, in a timely manner, be sent to EMMA in substantially the form attached as *Exhibit C*.

Section 14. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Bondholders, and shall create no rights in any other person or entity.

Section 15. **Governing Law and Interpretation of Terms**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signature on following page]

Dated: [Closing Date]

CITY OF GOODYEAR, ARIZONA

By_____
Its Finance Director

[Signature Page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Goodyear, Arizona
Name of Bond Issue: $84,485,000 General Obligation Bonds, Series 2026
Dated Date of Bonds: [Closing Date] Base CUSIP: 382505

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated [Closing Date]. The City anticipates that the Annual Report for fiscal year ended June 30, _____, will be filed by _____.

Dated: _____

CITY OF GOODYEAR, ARIZONA

By_____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: City of Goodyear, Arizona
Name of Bond Issue: $84,485,000 General Obligation Bonds, Series 2026
Dated Date of Bonds: [Closing Date] Base CUSIP: 382505

NOTICE IS HEREBY GIVEN that the City failed to provide its Audited Financial Statements with its Annual Report or, if not then available, within 30 days of receipt as required by Section 4(a) of the Continuing Disclosure Certificate dated [Closing Date], with respect to the above-named Bonds. The City anticipates that the Audited Financial Statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

CITY OF GOODYEAR, ARIZONA

By _____
Its _____

EXHIBIT C

NOTICE OF FAILURE TO APPROPRIATE FUNDS

Name of Issuer: City of Goodyear, Arizona
Name of Bond Issue: $84,485,000 General Obligation Bonds, Series 2026
Dated Date of Bonds: [Closing Date] Base CUSIP: 382505

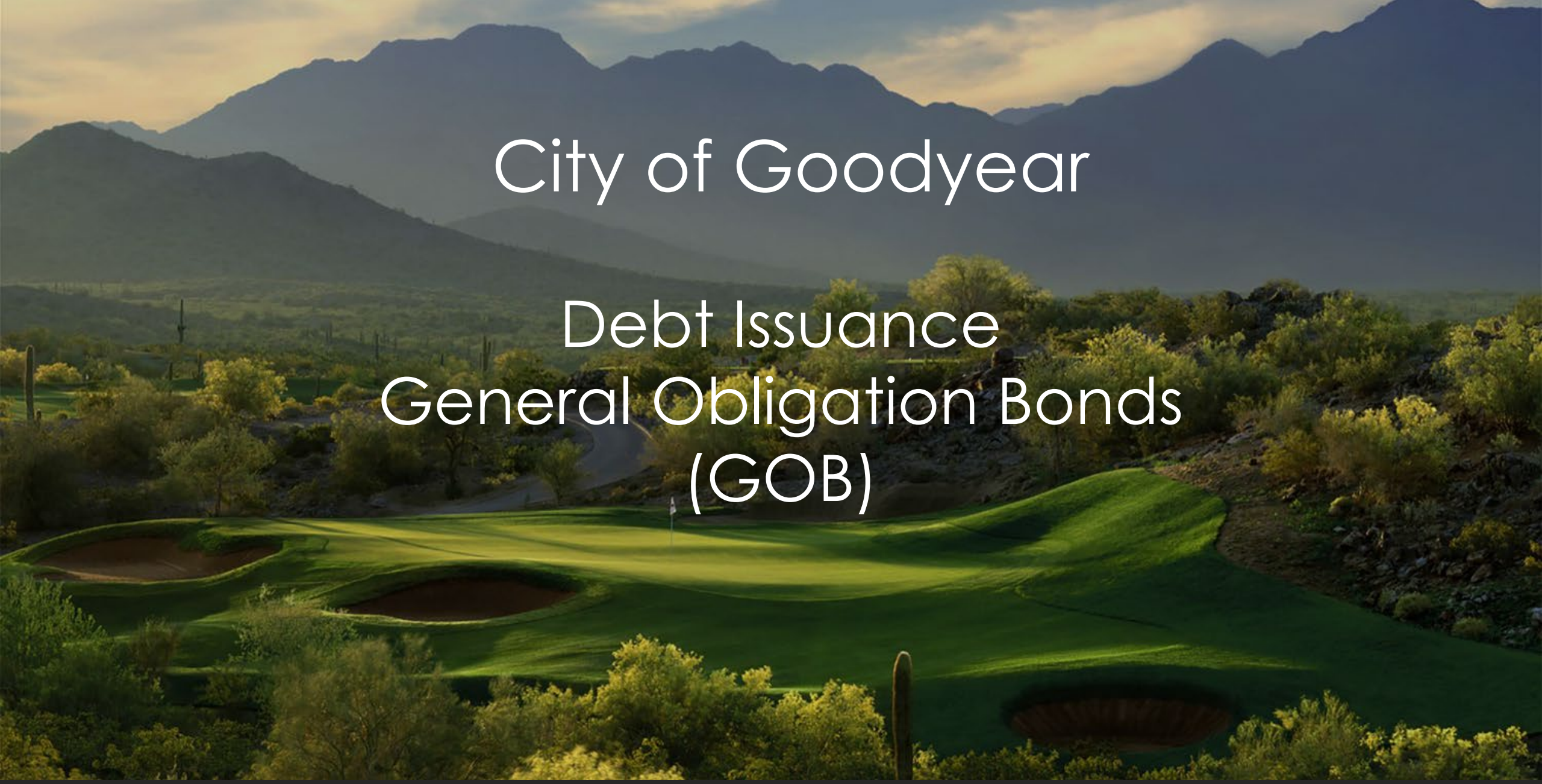
NOTICE IS HEREBY GIVEN that the City failed to appropriate funds necessary to perform the undertaking required by the Continuing Disclosure Certificate dated [Closing Date].

Dated: _____

CITY OF GOODYEAR, ARIZONA

By _____
Its _____

[Back cover logo]



City of Goodyear

Debt Issuance
General Obligation Bonds
(GOB)

It's a Great time to be in Goodyear.

Council Meeting **June 22, 2026**

City GO Bonds Series 2026
Agenda

- Projects
- Planning
- Payments

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City GO Bonds Series 2026

Project Purpose

Purpose	Project Costs
Storm Sewers, & Drainage	$ 17,800,000
Streets & Transportation	$ 55,315,000
Parks & Recreation Improvements	$ 17,000,000
Public Safety	$ 37,000
Total Project Costs	**$ 90,152,000**

City GO Bonds Series 2026
Infrastructure

Projects Bond Proceeds Will Support

- McDowell Road Improvements from Litchfield to Dysart
- Bullard Wash
- Goodyear Blvd Loop Improvements
- Civic Square Improvements from Cul-de-sac to Monte Vista Rd
- Interconnect Capacity Improvements and Projects
- Indian School Improvements from Perryville to Citrus
- Fire Resource Management Facility

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City GO Bonds Series 2026

Voter Authorization

Bond Authorization by Purpose	Bond Authorization By Election			Bond Authorization Total in millions
	2000	2004	2023	
Storm Sewers, & Drainage	$ 3,800,000	$14,000,000		$17,800,000
Streets & Transportation Improvements			$55,315,000	$55,315,000
Parks and Recreation Improvements			$17,000,000	$17,000,000
Public Safety Bonds			$37,000	$37,000
Total	**$3,800,000**	**$14,000,000**	**$72,352,000**	**$90,152,000**

It's a Great time to be in Goodyear.

City GO Bonds Series 2026

Credit Rating

Standard & Poor's (S&P)	Moody's
AAA	Aaa
AA+	**Aa1**
AA	Aa2
AA-	Aa3

GO Bonds Series 2026 highlighted above

City GO Bonds Series 2026

Financing

- Paid with secondary property taxes
- Payments designed to:
  - Stay below $1.74 total property tax limit
  - Limit spikes on property taxes
  - Allow for future issuance if necessary
- Expected interest rate 5.0%

It's a Great time to be in Goodyear.

City GO Bonds Series 2026
Questions

