



City Council Regular Meeting
City Hall - Canyon Trails Room 1 & 2
1900 N. Civic Square
Goodyear, AZ 85395
Monday, September 14, 2026
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

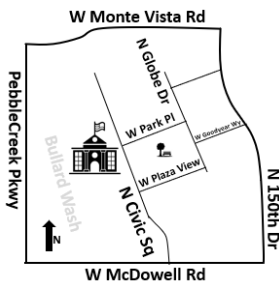
Councilmember
Wally Campbell

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>

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR PIZZILLO

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

1. APPROVAL OF SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR FOGO DE CHAO CHURRASCARIA

RECOMMENDATION

Recommend approval of Application No. 404218 to the Arizona Department of Liquor Licenses and Control (DLLC) for the issuance of a new Series 12 Restaurant Liquor License for Fogo de Chao Churrascaria, located at 14725 W. Goodyear Way, Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

2. APPROVAL OF BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY

RECOMMENDATION

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

3. APPROVAL OF INTERGOVERNMENTAL AGREEMENTS (IGA) WITH CITY OF AVONDALE WEST VALLEY SEX TRAFFICKING TASK FORCE

RECOMMENDATION

Approve the IGA with the City of Avondale's West Valley Sex Trafficking Task Force and provide authorization and direction to the City Manager and or their designee, to execute documents necessary to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

4. **APPROVAL OF THE DRUG ENFORCEMENT AGENCY (DEA) EQUITABLE SHARING AGREEMENT AND ANNUAL CERTIFICATION AFFIDAVIT RECOMMENDATION**

Approve the Equitable Sharing Agreement and Certification (ESAC) with Department of Justice, and provide authorization and direction to the Mayor, or designee and City Manager, or designee, to take actions and execute the necessary documents to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

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

Adopt Resolution No. 2026-2539 Authorizing the City Manager and or their designee to execute a license agreement with Bicentel LLC, a Florida 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)

WORK SESSION

ALL ITEMS LISTED ARE FOR DISCUSSION ONLY. NO ACTION CAN NOR WILL BE TAKEN.

6. **FIRE RESOURCE MANAGEMENT BUILDING UPDATE RECOMMENDATION**

Council will receive an update on the development of a new Fire Resource Management Facility, including the project's schedule and budget. No Action will be taken. (Paul Luizzi, Fire Chief; Tim Wayne, Deputy Fire Chief)

7. **STRATEGIC PLAN UPDATE: INCREASE CITY NON-POTABLE WATER USES RECOMMENDATION**

Council will receive an update on efforts to increase the use of non-potable water sources for park irrigation and provide direction to staff regarding future evaluation and implementation opportunities. No action will be taken. (David Lopez, Parks and Recreation Director; Barbara Chappell, Water Services Director)

INFORMATION ITEMS

Comments, commendations, reports on current events and presentations by Mayor, Councilmembers, or the City Manager. The Council may not propose, discuss, deliberate or take any legal action on the information presented, pursuant to A.R.S. 38-431.02.

- Reports from the Mayor and City Council
This may include current events and activities as well as requests for information or future agenda items.
- Report from the City Manager

This may include updates from events, city staffing updates, update on legislative issues, clarification on items being requested by Council, and Manager's update on Council related matters.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

September 21, 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 September 9, 2026, at 5:05 p.m. by Anita Gabrielson, Senior City Clerk Specialist.

ITEM #: 1.
DATE: 09/14/2026
AI #:3448



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR FOGO DE CHAO CHURRASCARIA

STAFF PRESENTER(S): Jasmine Pernicano, City Clerk

OTHER PRESENTER(S):

Jesus Altamirano, Agent

SUMMARY

Jesus Altamirano, Agent for Fogo de Chao Churrascaria, has submitted an application to the Arizona Department of Liquor Licenses and Control (DLLC) for a new Series 12 Restaurant Liquor License located at 14725 W. Goodyear Way, Goodyear, AZ 85395. The applicant is requesting that the city forward a recommendation of approval to the Arizona DLLC for consideration and issuance of the license.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Recommend approval of Application No. 404218 to the Arizona Department of Liquor Licenses and Control (DLLC) for the issuance of a new Series 12 Restaurant Liquor License for Fogo de Chao Churrascaria, located at 14725 W. Goodyear Way, 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 Office received a Series 12 (Restaurant) liquor license application on August 6, 2026, from the Arizona Department of Liquor Licenses and Control (DLLC) for Fogo de Chao Churrascaria, represented by Agent Jesus Altamirano.

In accordance with A.R.S. §4-201(B), the public hearing notice was posted on August 20, 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 located within a one-mile radius.

Arizona 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 Arizona DLLC for consideration in their final licensing decision.

Attachments

Attachment A - DLLC Local Governing Body Report

Attachment B - One-Mile Report and Evaluation Map

State of Arizona
Department of Liquor Licenses and Control

Created 08/06/2026 @ 11:59:16 AM

Local Governing Body Report

**Received by the
Goodyear City
Clerk's Office
Thursday,
August 6, 2026**

LICENSE

Number:		Type:	012 RESTAURANT
Name:	FOGO DE CHAO CHURRASCARIA		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	14725 W GOODYEAR WAY GOODYEAR, AZ 85395 USA		
Mailing Address:	530 E MCDOWELL ROAD #107-241 PHOENIX, AZ 85004 USA		
Phone:	(480)353-8035		
Alt. Phone:			
Email:	LICENSING@AAICLIQUOR.COM		

AGENT

Name:	JESUS MANUEL ALTAMIRANO
Gender:	Male
Correspondence Address:	530 E MCDOWELL ROAD #107-241 PHOENIX, AZ 85004 USA
Phone:	(480)255-6471
Alt. Phone:	(480)353-8035
Email:	LICENSING@AAICLIQUOR.COM

OWNER

60th Day
10-5-2026

Name: FOGO DE CHAO CHURRASCARIA (GOODYEAR) LLC
Contact Name: JESUS MANUEL ALTAMIRANO
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23856858 State of Incorporation: DE
Incorporation Date: 07/23/2025
Correspondence Address: 530 E MCDOWELL ROAD
#107-241
PHOENIX, AZ 85004
USA
Phone: (480)353-8035
Alt. Phone:
Email: LICENSING@AAICLIQUOR.COM

Officers / Stockholders

Name:	Title:	% Interest:
FOGO DE CHAO HOLDINGS INC		100.00
ANTHONY DJMAL LADAY	VP, TRES	
GEORGE BARRY MCGOWAN	PreSIDENT, CEO	

**FOGO DE CHAO HOLDINGS INC - CEO
BRASA HOLDINGS INC - President
BRASA PURCHASER INC - CEO
FOGO DE CHAO INC - CEO
FOGO DE CHAO INTERMEDIATE HOLDINGS
INC - CEO
FOGO HOSPITALITY INC - CEO
FOGO DE CHAO CHURRASCARIA (GOODYEAR)
LLC - PreSIDENT, CEO**

Name: GEORGE BARRY MCGOWAN
Gender: Male
Correspondence Address: 530 E MCDOWELL ROAD
SUITE 107-241
PHOENIX, AZ 85004
USA
Phone: (972)960-9533
Alt. Phone: (480)353-8035
Email: BMCGOWAN@FOGO.COM

BRASA PURCHASER INC - Stockholder

Name: FOGO DE CHAO INC
Contact Name: JESUS ALTAMIRANO
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 530 E MCDOWELL RD 107-241
PHOENIX, AZ 85004
USA
Phone: (480)353-8035
Alt. Phone:
Email: TJMORSE1208@Q.COM

**FOGO DE CHAO INTERMEDIATE HOLDINGS
INC -**

Name: FOGO HOSPITALITY INC
Contact Name: JESUS ALTAMIRANO
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 530 E MCDOWELL RD 107-241
PHOENIX, AZ 85004
USA
Phone: (480)353-8035
Alt. Phone:
Email: TJMORSE1208@Q.COM

**FOGO DE CHAO CHURRASCARIA (GOODYEAR)
LLC -**

Name: FOGO DE CHAO HOLDINGS INC
Contact Name: FOGO DE CHAO HOLDINGS INC
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 15028 BELTWAY DRIVE
ADDISON, TX 75001
USA
Phone: (999)999-9999
Alt. Phone:
Email:

**FOGO DE CHAO HOLDINGS INC - CFO
BRASA HOLDINGS INC - CFO
BRASA PURCHASER INC - CFO
FOGO DE CHAO INC - CFO
FOGO DE CHAO INTERMEDIATE HOLDINGS
INC - CFO
FOGO HOSPITALITY INC - CFO
FOGO DE CHAO CHURRASCARIA (GOODYEAR)
LLC - VP,TRES**

Name: ANTHONY DJMAL LADAY
Gender: Male
Correspondence Address: 530 E MCDOWELL ROAD
SUITE 107-241
PHOENIX, AZ 85004
USA
Phone: (972)960-9533
Alt. Phone:
Email: TLADAY@FOGO.COM

BRASA HOLDINGS INC - STOCKHOLDER

Name: BRASA PURCHASER INC
Contact Name: JESUS ALTAMIRANO
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2733 N POWER ROAD
#102-198
MESA, AZ 85215
USA
Phone: (480)353-8035
Alt. Phone:
Email: TJMORSE1208@Q.COM

FOGO DE CHAO HOLDINGS INC - STOCKHOLDER

Name: BRASA HOLDINGS INC
Contact Name: JESUS ALTAMIRANO
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2733 N POWER ROAD
#102-198
MESA, AZ 85215
USA
Phone: (480)353-8035
Alt. Phone:
Email: TJMORSE1208@Q.COM

FOGO DE CHAO INC -

Name: FOGO DE CHAO INTERMEDIATE HOLDINGS INC
Contact Name: JESUS ALTAMIRANO
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 530 E MCDOWELL RD 107-241
PHOENIX, AZ 85004
USA
Phone: (480)353-8035
Alt. Phone:
Email: TJMORSE1208@Q.COM

MANAGERS

Name: MERHAWIT TEKLEAB KELETA
Gender: Female
Correspondence Address: 530 E MCDOWELL ROAD
SUITE 107-241
PHOENIX, AZ 85004
USA
Phone: (773)425-2050
Alt. Phone: (480)353-8035
Email: MKELETA@FOGO.COM

APPLICATION INFORMATION

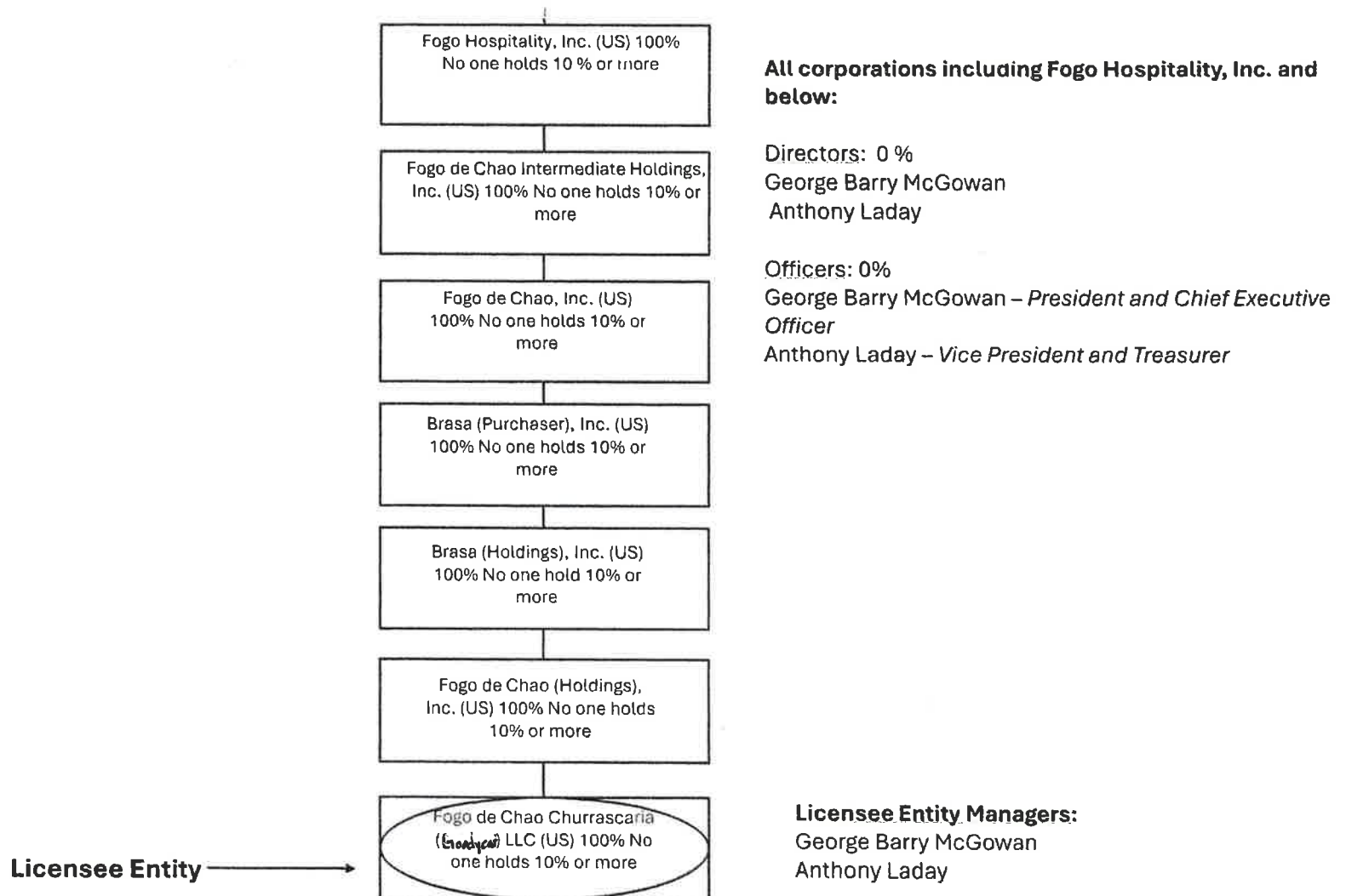
Application Number: 404218
Application Type: New Application
Created Date: 06/30/2026

QUESTIONS & ANSWERS

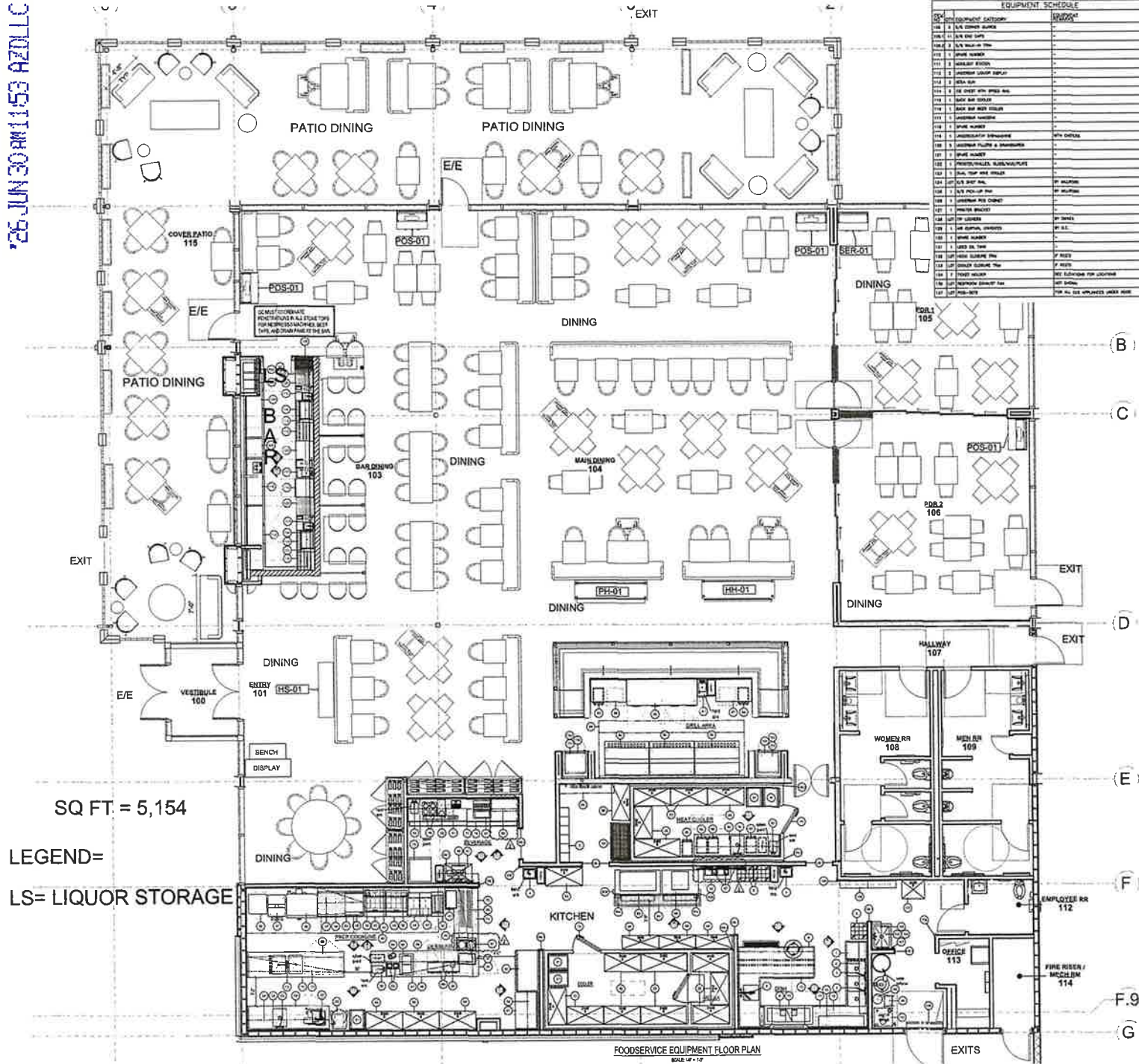
012 Restaurant

- 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
TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
LANDLORD REMEDIES
- 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
- 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?
08/10/2026
- 9) What type of business will this license be used for?
RESTAURANT

Flow Chart (Goodyear location)



26 JUN 30 PM 1153 AZD LJC



EQUIPMENT SCHEDULE	
NO.	DESCRIPTION
1	1.000 EQUIPMENT CATEGORY
2	2.000 EQUIPMENT CATEGORY
3	3.000 EQUIPMENT CATEGORY
4	4.000 EQUIPMENT CATEGORY
5	5.000 EQUIPMENT CATEGORY
6	6.000 EQUIPMENT CATEGORY
7	7.000 EQUIPMENT CATEGORY
8	8.000 EQUIPMENT CATEGORY
9	9.000 EQUIPMENT CATEGORY
10	10.000 EQUIPMENT CATEGORY
11	11.000 EQUIPMENT CATEGORY
12	12.000 EQUIPMENT CATEGORY
13	13.000 EQUIPMENT CATEGORY
14	14.000 EQUIPMENT CATEGORY
15	15.000 EQUIPMENT CATEGORY
16	16.000 EQUIPMENT CATEGORY
17	17.000 EQUIPMENT CATEGORY
18	18.000 EQUIPMENT CATEGORY
19	19.000 EQUIPMENT CATEGORY
20	20.000 EQUIPMENT CATEGORY
21	21.000 EQUIPMENT CATEGORY
22	22.000 EQUIPMENT CATEGORY
23	23.000 EQUIPMENT CATEGORY
24	24.000 EQUIPMENT CATEGORY
25	25.000 EQUIPMENT CATEGORY
26	26.000 EQUIPMENT CATEGORY
27	27.000 EQUIPMENT CATEGORY
28	28.000 EQUIPMENT CATEGORY
29	29.000 EQUIPMENT CATEGORY
30	30.000 EQUIPMENT CATEGORY
31	31.000 EQUIPMENT CATEGORY
32	32.000 EQUIPMENT CATEGORY
33	33.000 EQUIPMENT CATEGORY
34	34.000 EQUIPMENT CATEGORY
35	35.000 EQUIPMENT CATEGORY
36	36.000 EQUIPMENT CATEGORY
37	37.000 EQUIPMENT CATEGORY
38	38.000 EQUIPMENT CATEGORY
39	39.000 EQUIPMENT CATEGORY
40	40.000 EQUIPMENT CATEGORY
41	41.000 EQUIPMENT CATEGORY
42	42.000 EQUIPMENT CATEGORY
43	43.000 EQUIPMENT CATEGORY
44	44.000 EQUIPMENT CATEGORY
45	45.000 EQUIPMENT CATEGORY
46	46.000 EQUIPMENT CATEGORY
47	47.000 EQUIPMENT CATEGORY
48	48.000 EQUIPMENT CATEGORY
49	49.000 EQUIPMENT CATEGORY
50	50.000 EQUIPMENT CATEGORY
51	51.000 EQUIPMENT CATEGORY
52	52.000 EQUIPMENT CATEGORY
53	53.000 EQUIPMENT CATEGORY
54	54.000 EQUIPMENT CATEGORY
55	55.000 EQUIPMENT CATEGORY
56	56.000 EQUIPMENT CATEGORY
57	57.000 EQUIPMENT CATEGORY
58	58.000 EQUIPMENT CATEGORY
59	59.000 EQUIPMENT CATEGORY
60	60.000 EQUIPMENT CATEGORY
61	61.000 EQUIPMENT CATEGORY
62	62.000 EQUIPMENT CATEGORY
63	63.000 EQUIPMENT CATEGORY
64	64.000 EQUIPMENT CATEGORY
65	65.000 EQUIPMENT CATEGORY
66	66.000 EQUIPMENT CATEGORY
67	67.000 EQUIPMENT CATEGORY
68	68.000 EQUIPMENT CATEGORY
69	69.000 EQUIPMENT CATEGORY
70	70.000 EQUIPMENT CATEGORY
71	71.000 EQUIPMENT CATEGORY
72	72.000 EQUIPMENT CATEGORY
73	73.000 EQUIPMENT CATEGORY
74	74.000 EQUIPMENT CATEGORY
75	75.000 EQUIPMENT CATEGORY
76	76.000 EQUIPMENT CATEGORY
77	77.000 EQUIPMENT CATEGORY
78	78.000 EQUIPMENT CATEGORY
79	79.000 EQUIPMENT CATEGORY
80	80.000 EQUIPMENT CATEGORY
81	81.000 EQUIPMENT CATEGORY
82	82.000 EQUIPMENT CATEGORY
83	83.000 EQUIPMENT CATEGORY
84	84.000 EQUIPMENT CATEGORY
85	85.000 EQUIPMENT CATEGORY
86	86.000 EQUIPMENT CATEGORY
87	87.000 EQUIPMENT CATEGORY
88	88.000 EQUIPMENT CATEGORY
89	89.000 EQUIPMENT CATEGORY
90	90.000 EQUIPMENT CATEGORY
91	91.000 EQUIPMENT CATEGORY
92	92.000 EQUIPMENT CATEGORY
93	93.000 EQUIPMENT CATEGORY
94	94.000 EQUIPMENT CATEGORY
95	95.000 EQUIPMENT CATEGORY
96	96.000 EQUIPMENT CATEGORY
97	97.000 EQUIPMENT CATEGORY
98	98.000 EQUIPMENT CATEGORY
99	99.000 EQUIPMENT CATEGORY
100	100.000 EQUIPMENT CATEGORY

TEXAS METAL EQUIPMENT COMPANY

ME

615 N. GULF STREET, SUITE 100
HOUSTON, TEXAS 77002
713-444-4444
FAX: 713-444-4444

DRAWING ISSUE

10-1-25

OWNER COMMENTS

GOODYEAR ARIZONA

FOCO DE CHAO

CHURRASCO E CERVEJA

WAGNER TROST

PROJECT

FOODSERVICE EQUIPMENT FLOOR PLAN

DATE

10-1-25

SCALE

1/8" = 1'-0"

DRAWN BY

SN

CHECKED BY

FS1



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

DLLC USE ONLY

Job #: 404218

Date Accepted: 6.30.26

LC: 82

License #:

RESTAURANT OPERATION PLAN

RESTAURANT SERIES 12 AND
 HOTEL/MOTEL SERIES 11 ONLY

FOGO DE CHAO CHURRASCARIA

1. Name of restaurant (Please print):

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	FISH GRILL, GAS GRIDDLE, 3 CHURRASCARIA GRILLS
Oven	6 BURNER GAS OVEN, CONVECTION OVEN
Freezer	ICE CREAM FREEZER, WALK-IN
Refrigerator	SLIDING DOOR REFRIGERATOR, MEGA TOP REFRIGERATOR, CHEF BASE REFRIGERATOR, SKEWER REFRIGERATOR, REACH-IN REFRIGERATOR, WALK-IN
Sink	3 HAND SINKS, TRIPLE SINK, PREP SINK, MOP SINK
Dish Washing Facilities	UNDER COUNTER DISHWASHER, DISHWASHER LOW TEMP AND TRIPLE SINK
Food Preparation Counter (Dimensions)	PREP TABLES WITH SINKS, PREP TABLES WITHOUT SINKS
Other	FRYERS, FLOOR MIXER, SODA DISPENSER, DESERT COUNTER, STEAMER, HOT WELLS, 2 ESPRESSO MACHINES

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.) 82%

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

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

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

a) Restaurant dining area of your premises: [227]
 (DO NOT INCLUDE PATIO SEATING)
 b) Bar area [+ 12]
 TOTAL [= 239]

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.)

4 TELEVISIONS

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	15?
Bartenders	13
Hostesses	11
Managers	1
Servers	40
Other (Dishwasher)	10
Other (Gauchos/carver server)	30
Other (Busser)	10

I, (Print Full Name) JESUS MANUEL ALTAMIRANO, 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: Jesus Manuel Altamirano

Starters

Sized to share. Served with Brazilian Malagueta cocktail sauce and fresh lemon.

JUMBO SHRIMP COCKTAIL ②	28	SEAFOOD TOWER ②	112	CHILLED LOBSTER & SHRIMP ②	48
Six jumbo shrimp. 200 cal		Lobster tails and claws, jumbo shrimp, snow crab legs, green-lipped mussels. Serves 4 or more. 440 cal		Two lobster claws, one split lobster tail, four jumbo shrimp. 210 cal	

The Churrasco Experience

Our Gaucho chefs honor a century of tradition, skillfully butchering, simply seasoning, and fire-roasting each cut over an open flame for an unforgettable experience.

FULL CHURRASCO* ②	54/person	INDULGENT CHURRASCO	76/person
The experience that made Fogo famous. Enjoy continuous tableside carving of premium Brazilian cuts including favorites like:		In addition to the Full Churrasco, enjoy your choice of decadent dessert and your choice of enhancement:	
Picanha (top sirloin)	Bone-in Ribeye	Butter-Bathed™ Lobster Tail ②	All Jumbo Lump Crab Cake
Fraldinha (bottom sirloin)	Lamb Chops	Black Truffle Butter ②	Roasted Bone Marrow
Roasted Chicken	Filet and more.		

Our Churrasco Experiences include Market Table and Brazilian sides.

Enhance your experience with:

BUTTER-BATHED™ LOBSTER TAIL ②	20	ALL JUMBO LUMP CRAB CAKE	20
220 cal		460 cal	
BLACK TRUFFLE BUTTER ②	10	ROASTED BONE MARROW	18
220 cal		315 cal	

SHARE AN INDULGENT CUT Sized to share at the table for four or more.

WAGYU NY STRIP* ②	155	DRY-AGED TOMAHAWK ANCHO (RIBEYE)* ②	125
20oz, premium graded. 1345 cal		36oz, Long-Bone Ribeye, dry-aged 42 days. 1630 cal	
WAGYU ANCHO (RIBEYE)* ②	165		
24oz, premium graded Ribeye. 1872 cal			

Entrées
Seafood,
Chicken,
Vegetarian &
More

Includes the Market Table & Feijoada Bar and Brazilian sides.

SINGLE CHURRASCO CUT ②	41	CHILEAN SEA BASS ②	49
Choose one fire-roasted cut from Picanha, Fraldinha, Lamb Picanha, Double-Cut Pork Chop, or Roasted Chicken – 8-10oz carved tableside by our Gaucho Chefs. 740 cal		Topped with papaya vinaigrette. Served with grilled asparagus. 730 cal	
BRUNCH MARKET TABLE & FEIJOADA BAR	36	PAN-SEARED SALMON* ②	44
Includes made-to-order Omelet Station, Belgian Waffles, Braised Beef Rib Hash, Brazilian Sausage, yogurt parfaits, and a naturally gluten-free array of seasonal salads, charcuterie, exotic fruit, and nutrient-dense superfoods. Includes Brazilian sides.		Topped with chimichurri. Served with grilled asparagus. 570 cal	
		CAULIFLOWER STEAK ②	41
		Oven roasted with a parmesan crust and basil sauce, with warm chickpea salad. 740 cal	
		SEARED TOFU ② ③	44
		Chimichurri-marinated, served with spinach rice. 430 cal	

Shareable Sides

Sized to share for two or more.

LOBSTER MAC & CHEESE	18	CRISPY YUCA FRIES ②	8	BURRATA & ROASTED TOMATOES	12
Butter-Bathed™ lobster, rich cheese sauce, Panko breadcrumbs. 1280 cal		Grated parmesan, malagueta aioli. 620 cal		Served warm with crisp toasts. 580 cal	
CHILES TOREADOS ② ③	8	POTATOES AU GRATIN ②	14		
Spicy blistered jalapeños and onions. 500 cal		Creamy, layered Yukon potatoes, smoked provolone, parmesan. 1130 cal			

Brunch Cocktails

PASSION FRUIT MIMOSA	11.50	FOGO BLOODY MARY	12.50	PROSECCO, LA MARCA	13.50
130 cal		170 cal		120 cal	

③ Vegan ② Gluten Free

The Fogo Full Churrasco Experience for children 6 and under is complimentary. 7-12 half price. Indulgent Churrasco is available as an upgrade.
 Before placing your order, please inform your server if you or a person in your party has a food allergy or dietary restriction. 2,000 calories a day is used for general nutrition advice, but calorie needs vary. Additional nutrition information available upon request. Signature drinks or liquors with added ingredients may increase caloric content. *THESE ITEMS MAY BE SERVED RAW OR UNDERCOOKED, OR CONTAIN (OR MAY CONTAIN) RAW OR UNDERCOOKED INGREDIENTS. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF CONTRACTING A FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS. © Fogo de Chão, Inc. All rights reserved. 0421-196-B

Starters

Sized to share. Served with Brazilian Malagueta cocktail sauce and fresh lemon.

JUMBO SHRIMP COCKTAIL ⑧	28	SEAFOOD TOWER ⑧	112	CHILLED LOBSTER & SHRIMP ⑧	48
Six jumbo shrimp. 280 cal		Lobster tails and claws, jumbo shrimp, snow crab legs, green-lipped mussels. Serves 4 or more. 440 cal		Two lobster claws, one split lobster tail, four jumbo shrimp. 210 cal	

The Churrasco Experience

Our Gaucho chefs honor a century of tradition, skillfully butchering, simply seasoning, and fire-roasting each cut over an open flame for an unforgettable experience.

FULL CHURRASCO* ⑧	49/person	INDULGENT CHURRASCO	71/person
The experience that made Fogo famous. Enjoy continuous tableside carving of premium Brazilian cuts including favorites like:		In addition to the Full Churrasco, enjoy your choice of decadent dessert and your choice of enhancement.	
Picanha (top sirloin)	Bone-in Ribeye	Butter-Bathed™ Lobster Tail ⑧	All Jumbo Lump Crab Cake
Fraldinha (bottom sirloin)	Lamb Chops	Black Truffle Butter ⑧	Roasted Bone Marrow
Roasted Chicken	Filet and more.		

Our Churrasco Experiences include Market Table and Brazilian sides.

Enhance your experience with:

BUTTER-BATHED™ LOBSTER TAIL ⑧	20	ALL JUMBO LUMP CRAB CAKE	20
220 cal		460 cal	
BLACK TRUFFLE BUTTER ⑧	10	ROASTED BONE MARROW	18
220 cal		315 cal	

SHARE AN INDULGENT CUT

Sized to share at the table for four or more.

WAGYU NY STRIP* ⑧	155	DRY-AGED TOMAHAWK ANCHO (RIBEYE)* ⑧	125
20oz., premium graded. 1245 cal		36oz. Long-Bone Ribeye, dry-aged 42 days. 1620 cal	
WAGYU ANCHO (RIBEYE)* ⑧	165		
24oz., premium graded Ribeye. 1872 cal			

Entrées

Seafood,
Chicken,
Vegetarian &
More

Add the Market Table & Feijoada Bar to your entrée for \$18

MARKET TABLE & FEIJOADA BAR ⑧	18	CHILEAN SEA BASS ⑧	36
Visit as often as you like. Includes a naturally gluten-free array of seasonal salads, black pepper candied bacon, charcuterie, exotic fruit, nutrient-dense superfoods, feijoada (black bean stew with sausage and rice) and more.		Topped with papaya vinaigrette. Served with grilled asparagus. 730 cal	
Add a Grilled Selection to the Market Table	add 15	PAN-SEARED SALMON* ⑧	29
Choose one fire-roasted cut - 8-10oz. carved tableside by our Gaucho Chefs. 740 cal		Topped with chimichurri. Served with grilled asparagus. 579 cal	
Picanha ; Fraldinha ; Lamb Picanha ; Bisteca de Porco ; Frango		CAULIFLOWER STEAK ⑧	23
		Oven roasted with a parmesan crust and basil sauce, with warm chickpea salad. 740 cal	
		SEARED TOFU ⑧ ⑨	24
		Chimichurri-marinated, served with spinach rice. 430 cal	

Shareable Sides

Sized to share for two or more.

LOBSTER MAC & CHEESE	18	POTATOES AU GRATIN ⑧	14	BURRATA & ROASTED TOMATOES	12
Butter-Bathed™ lobster, rich cheese sauce, Panko breadcrumbs. 1280 cal		Creamy, layered Yukon potatoes, smoked provolone, parmesan. 1130 cal		Served warm with crisp toasts. 880 cal	
CRISPY YUCA FRIES ⑧	8				
Grated parmesan, malagueta aioli. 620 cal					

⑨ Vegan ⑧ Gluten Free

The Fogo Full Churrasco Experience for children 6 and under is complimentary. 7-12 half price. Indulgent Churrasco is available at an upgrade. Before placing your order, please inform your server if you or a person in your party has a food allergy or dietary restriction. 2,000 calories a day is used for general nutritional advice, but calorie needs vary. Additional nutrition information available upon request. Signature drinks or liquors with added ingredients may increase calorie content. *THESE ITEMS MAY BE SERVED RAW OR UNDERCOOKED. OIL CONTAINS FOW MAY CONTAIN RAW OR UNDERCOOKED INGREDIENTS. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF CONTRACTING A FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS. © Fogo de Chão, Inc. All rights reserved.

0421-196-L

Starters

Sized to share. Served with Brazilian Malagueta cocktail sauce and fresh lemon.

JUMBO SHRIMP COCKTAIL 🍴	28	SEAFOOD TOWER 🍴	112	CHILLED LOBSTER & SHRIMP 🍴	48
Six jumbo shrimp. 230 cal		Lobster tails and claws, jumbo shrimp, snow crab legs, green-lipped mussels. Serves 4 or more. 440 cal		Two lobster claws, one split lobster tail, four jumbo shrimp. 270 cal	

The Churrasco Experience

Our Gaucho chefs honor a century of tradition, skillfully butchering, simply seasoning, and fire-roasting each cut over an open flame for an unforgettable experience.

FULL CHURRASCO* 🍴	67/person	INDULGENT CHURRASCO	89/person
The experience that made Fogo famous. Enjoy continuous tableside carving of premium Brazilian cuts including favorites like:		In addition to the Full Churrasco, enjoy your choice of decadent dessert and your choice of enhancement:	
Picanha (top sirloin)	Bone-in Ribeye	Butter-Bathed™ Lobster Tail 🍴	All Jumbo Lump Crab Cake
Fraldinha (bottom sirloin)	Lamb Chops	Black Truffle Butter 🍴	Roasted Bone Marrow
Roasted Chicken	Filet and more.		

Our Churrasco Experiences include Market Table and Brazilian sides.

Enhance your experience with:

BUTTER-BATHED™ LOBSTER TAIL 🍴	20	ALL JUMBO LUMP CRAB CAKE	20
220 cal		460 cal	
BLACK TRUFFLE BUTTER 🍴	10	ROASTED BONE MARROW	18
220 cal		315 cal	

SHARE AN INDULGENT CUT Sized to share at the table for four or more.

WAGYU NY STRIP* 🍴	155	DRY-AGED TOMAHAWK ANCHO (RIBEYE)* 🍴	125
20oz, premium graded. 1345 cal		36oz, Long-Bone Ribeye, dry-aged 42 days. 1620 cal	
WAGYU ANCHO (RIBEYE)* 🍴	165		
24oz, premium graded Ribeye. 1872 cal			

Entrées

Seafood, Chicken, Vegetarian & More

Includes the Market Table & Feijoada Bar and Brazilian sides.

SINGLE CHURRASCO CUT 🍴	47	CHILEAN SEA BASS 🍴	56
Choose one fire-roasted cut from Picanha, Fraldinha, Lamb Picanha, Double-Cut Pork Chop, or Roasted Chicken – 8-10oz carved tableside by our Gaucho Chefs. 740 cal		Topped with papaya vinaigrette. Served with grilled asparagus. 730 cal	
MARKET TABLE & FEIJOADA BAR 🍴	37	PAN-SEARED SALMON* 🍴	49
Visit as often as you like. Includes a naturally gluten-free array of seasonal salads, black pepper candied bacon, charcuterie, exotic fruit, nutrient-dense superfoods, feijoada (black bean stew with sausage and rice) and more.		Topped with chimichurri. Served with grilled asparagus. 570 cal	
		CAULIFLOWER STEAK 🍴	43
		Oven roasted with a parmesan crust and basil sauce, with warm chickpea salad. 740 cal	
		SEARED TOFU 🍴	44
		Chimichurri-marinated, served with spinach rice. 430 cal	

Shareable Sides

Sized to share for two or more.

LOBSTER MAC & CHEESE	18	CRISPY YUCA FRIES 🍴	8	BURRATA & ROASTED TOMATOES	12
Butter-Bathed™ lobster, rich cheese sauce, Panko breadcrumbs. 1280 cal		Grated parmesan, malagueta aioli. 620 cal		Served warm with crisp toasts. 820 cal	
CHILES TOREADOS 🍴	8	POTATOES AU GRATIN 🍴	14		
Spicy blistered jalapeños and onions. 500 cal		Creamy, layered Yukon potatoes, smoked provolone, parmesan. 1130 cal			

🍴 Vegan 🍴 Gluten Free

The Fogo Full Churrasco Experience for children 6 and under is complimentary. 7-12 half price. Indulgent Churrasco is available at an upgrade. Before placing your order, please inform your server if you or a person in your party has a food allergy or dietary restriction. 2,000 calories a day is used for general nutrition advice, but calorie needs vary. Additional nutrition information available upon request. Signature drinks or liquors with added ingredients may increase calorie content. *THESE ITEMS MAY BE SERVED RAW OR UNDERCOOKED, OR CONTAIN (OR MAY CONTAIN) RAW OR UNDERCOOKED INGREDIENTS. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF CONTRACTING A FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS. © Fogo de Chão, Inc. All rights reserved.

Desserts

CHEESECAKE BRÛLÉE 12.75

New York Style cheesecake torched with caramelized sugar, served over a rich berry sauce. 1070 cal

CHOCOLATE MOLTEN CAKE 13.50

Warm chocolate cake with a chocolate fudge center. Served with vanilla ice cream and rich chocolate ganache. 970 cal

PAPAYA CREAM 11

Fresh papaya blended with vanilla ice cream. Topped with crème de cassis and canella pastry crisp. 240 cal

CRÈME BRÛLÉE 13.50

Vanilla bean custard with caramelized sugar topping and fresh berries. 590 cal

TRES LECHES CAKE 14

Vanilla sponge cake soaked in three types of milk, topped with toasted meringue and mixed berries. 830 cal

ICE CREAM 11.25

Vanilla ice cream served with strawberry, chocolate or caramel sauce. 350 cal

KEY LIME PIE 13.50

Tart Florida key lime pie with graham cracker crust and fresh whipped cream. 840 cal

CHOCOLATE BRIGADEIRO 14

Rich truffled chocolate in a decadent chocolate cookie crust topped with chocolate ganache and sprinkles. 1270 cal

Café Cocktails

CARAJILLO 14

Licor 43, espresso, ice. 180 cal

IRISH COFFEE 12.50

Baileys Irish Cream, Jameson, coffee. 280 cal

ESPRESSO MARTINI 14.50

Wheatley Vodka, Caffè Borghetti, Licor 43. 280 cal

BAILEYS COFFEE 14.50

Baileys Irish Cream, coffee. 340 cal



26 JUN 30 AM 11:53 AZD LLC

All Day Happy Hour

\$6 BAR BITES

Available in the Bar & Patio.

QUEIJO ASSADO ⑧

Blistered cheese, malagueta honey. (590 cal)

SPICED CHICKEN SLIDERS

Marinated Chicken Breast, arugula, tomato, pickled onion, tropical aioli, brioche bun. (315 cal)

SAUCY LEGS

Fire-roasted chicken, hot Brazilian BBQ, Panko breadcrumbs, dedo de moça peppers. (780 cal)

BRAZILIAN EMPANADAS

Flaky pastry, seasoned Picanha, onions, chimichurri aioli. (600 cal)

\$10 PICANHA BURGER*

Fresh ground in-house, smoked provolone, romaine lettuce, tomato, onion, chimichurri aioli, brioche bun. Served with crispy polenta. (1180 cal)
Upgrade to Crispy Yuca Fries. (1120 cal) **Add 4**

Shareable Plates

THE BONE* ⑧

Large Beef Rib, chimichurri sauce. (720 cal) **15.50**

BURRATA & ROASTED TOMATOES

Served warm with crispy toast. (860 cal) **12**

LAMB LOLLIPOPS* ⑧

Lamb Chops, Mintchurri sauce. (750 cal) **16**

FILET MIGNON BOARD* ⑧

8oz. sliced, chimichurri sauce. (530 cal) **17.50**

JUMBO LUMP CRAB CAKE

Served with malagueta aioli. (460 cal) **20**

LOBSTER & SHRIMP TACOS

Napa cabbage wrap, citrus aioli, shredded slaw, pickled red onion, dedo de moça peppers, Panko breadcrumbs. (500 cal) **14**

WARM HEARTS OF PALM AND SPINACH DIP

Steamed spinach, hearts of palm, crispy toasts. (490 cal) **10.50**

CRISPY YUCA FRIES ⑧

Parmesan, malagueta aioli. (500 cal) **8**

BRAISED BEEF RIB SLIDERS*

Xingu-beer braised, caramelized onions, smoked provolone, brioche bun. (920 cal) **14.50**

Carved for the Table to Share

Serves four or more.

WAGYU ANCHO (RIBEYE)* ⑧

24 oz. premium-graded, aged for 21 days. (1872 cal) **165**

WAGYU NEW YORK STRIP* ⑧

20 oz. premium-graded, aged for 21 days. (1345 cal) **155**

DRY-AGED TOMAHAWK ANCHO (RIBEYE)* ⑧

36oz. Long-Bone Ribeye, dry-aged 42 days. (1620 cal) **125**

⑧ Vegan ⑧ Gluten Free

The Fogo Churrasco Experience for children 6 and under is complimentary, 7-12 half price. Before placing your order, please inform your server if you or a person in your party has a food allergy or dietary restriction. 2,000 calories a day is used for general nutrition advice, but calorie needs vary. Additional nutrition information available upon request. Signature drinks or liquors with added ingredients may increase calorie content. *THESE ITEMS MAY BE SERVED RAW OR UNDERCOOKED, OR CONTAIN (OR MAY CONTAIN) RAW OR UNDERCOOKED INGREDIENTS. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF CONTRACTING A FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS. © Fogo de Chão, Inc. All rights reserved.

0421-196-BB

FOGO DE CHAO CHURRASCARIA

Goodyear – Non-alcoholic Drinks

- Coke \$4.50
- Diet Coke \$4.50
- Sprite \$4.50
- Iced Tea \$4.00



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

**RECORDS REQUIRED FOR AUDIT
 RESTAURANT/HOTEL/MOTEL**

DLLC USE ONLY	
Job #:	404 218
Date Accepted:	6-30-26
LC:	82
License #:	

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): FOGO DE CHAO CHURRASCARIA
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

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) JESUS MANUEL ALTAMIRANO, 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: Jesus Manuel Altamirano

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

Liquor Licenses within One Mile – Fogo de Chao Churrascaria

Applicant Address: 14725 W. Goodyear Way, Goodyear, AZ 85395

Liquor Establishments				
Business Name	Address	Distance from Applicant Address		License Series
QUIKTRIP #1417	1540 N BULLARD AVE	1,545.37	ft.	10
LIFE TIME FITNESS	14540 W MCDOWELL RD	1,547.86	ft.	12
PF CHANG'S CHINA BISTRO	14681 W MCDOWELL RD	1,585.32	ft.	12
HARKINS THEATRES AT ESTRELLA FALLS	15010 W MCDOWELL RD	1,690.76	ft.	12
BJ'S RESTAURANT & BREWHOUSE	14950 W MCDOWELL RD	1,697.73	ft.	12, 12G
RED ROBIN AMERICA'S GOURMET BURGERS	14551 W MCDOWELL RD	1,739.68	ft.	12
BUBBA'S 33	1460 N BULLARD AVE	1,898.43	ft.	12
TRU BY HILTON GOODYEAR	1430 N BULLARD AVE	2,009.97	ft.	10
CHEDDARS SCRATCH KITCHEN	15030 W MCDOWELL RD	2,161.33	ft.	12
SPRINGHILL SUITES BY MARRIOTT GOODYEAR	1370 N BULLARD AVE	2,205.01	ft.	11
THE STILLERY	1971 N GLOBE DR BLDG	2,404.63	ft.	12
COPPER & SAGE GSQ	1975 N GLOBE DR	2,406.56	ft.	12
BACCHUS WINE BAR	1975 N GLOBE DR	2,406.56	ft.	7
SPITZ MEDITERRANEAN STREET FOOD	2015 N GLOBE DR	2,517.91	ft.	12
CLASSIC & FANCY NAIL SPA	2015 N GLOBE DR	2,517.91	ft.	UNL
OVER EASY	1845 N GLOBE DR	2,617.25	ft.	12
SHAKE SHACK #1515	1675 N GLOBE DR	2,617.25	ft.	12
HIGH TIDE	1845 N GLOBE DR BLDG 2	2,617.25	ft.	12
MERA GOODYEAR	1375 N 145TH AVE	2,960.85	ft.	BYO
TEXAS RDHOUSE	15255 W MCDOWELL RD	3,723.76	ft.	12
OREGANO'S PIZZA BISTRO	15280 W MCDOWELL RD	3,794.44	ft.	12
ARRIBA MEXICAN GRILL	15370 W MCDOWELL RD	4,375.80	ft.	12
RED LOBSTER #6342	15311 W MCDOWELL RD	4,496.12	ft.	12
POPO'S FIESTA DEL SOL	15375 W MCDOWELL RD	4,536.31	ft.	12, CTG
OLIVE GARDEN ITALIAN RESTAURANT #1773	15411 W MCDOWELL RD	4,693.73	ft.	12
BEVMO	15405 W MCDOWELL RD	4,884.92	ft.	9, 9S
TOTAL WINE & MORE #1008	1416 N LITCHFIELD RD	4,948.80	ft.	9, 9S
RUBIO'S FRESH MEXICAN GRILL #225	15479 W MCDOWELL RD	5,151.07	ft.	12
HAYMAKER GOODYEAR	1800 N LITCHFIELD RD	5,156.05	ft.	12
OLD CHICAGO PIZZA AND TAPROOM	1828 N LITCHFIELD RD	5,162.78	ft.	12
AKAIHANA SUSHI & GRILL	2293 N PEBBLE CREEK PKWY	5,166.96	ft.	12
AH-SO SUSHI & STEAK	15475 W MCDOWELL RD	5,264.55	ft.	12
BARRO'S PIZZA	15475 W MCDOWELL RD	5,264.55	ft.	12

Schools		
Business Name	Address	Distance from Applicant Address
Great Hearts Academies - Archway Trivium West	2001 N Bullard Ave	645 ft
Great Hearts Academies - Archway Trivium East	14130 W Mcdowell Rd	4,057.43 ft
Montessori In The Park	1832 N Litchfield Rd	4,805.92 ft

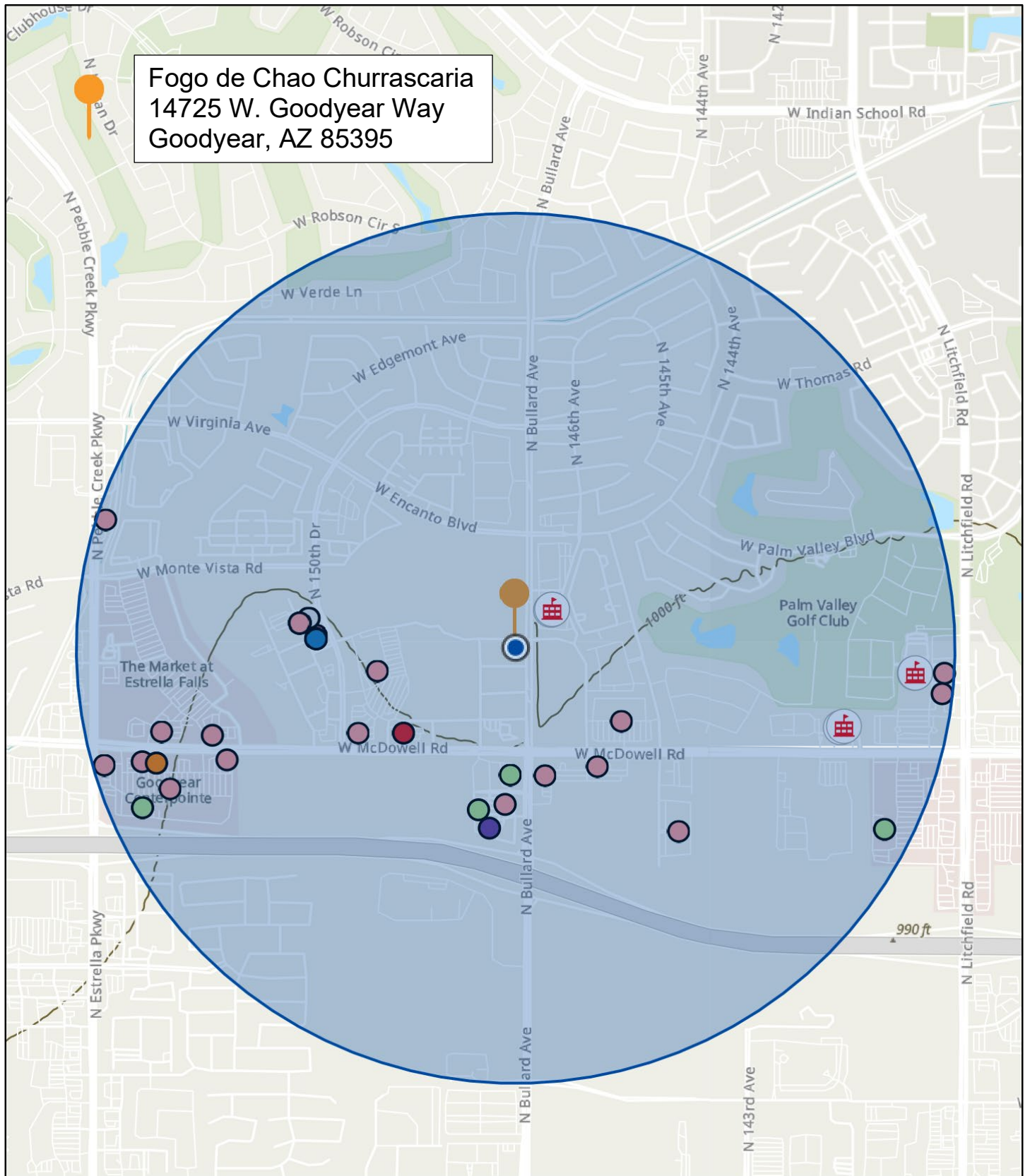
Types of Series

Series 1 In-State Producer
 Series 3 Microbrewery
 Series 4 Wholesaler
 Series 5 Government
 Series 6 Bar (All Liquor)
 Series 7 Beer & Wine Bar

Series 8 Conveyance
 Series 9 Liquor Store (All Liquor)
 Series 9S Liquor Store w/ Sampling
 Series 10 Beer & Wine Store
 Series 10S Beer & Wine Store w/ Sampling
 Series 11 Hotel-Motel

Series 12 Restaurant
 Series 12G Restaurant w/ Growler
 Series 13 Domestic Farm Winery
 Series 14 Private Club
 Series 15 Special Event Liquor
 CTG Cocktails To-Go Privilege

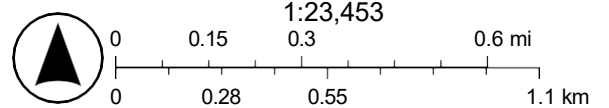
Evaluation Map



8/13/2026, 2:07:20 PM

Liquor Licenses

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



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, CNES/Airbus DS, InterMap, NASA/METI, NASA/NGS and the GIS User Community

ITEM #: 2.
DATE: 09/14/2026
AI #:3464



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY

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

SUMMARY

Budget amendment and expenditure authority requests are presented to Council on an as-needed basis throughout the year to remain in compliance with both city policy and state statute. These requests provide transparency behind adjustments needed to deliver the programs and initiatives included as part of the city's adopted budget. All requests have been previously reviewed by city leadership, ensuring the availability of financial resources and alignment with the goals and objectives of the city's financial policy.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

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

FISCAL IMPACT

Details surrounding the requests are outlined in the staff analysis section below as well as summarized in Attachment A. The citywide budget total remains unchanged within the Adopted State Expenditure Limitation.

BACKGROUND AND PREVIOUS ACTIONS

Budget amendments requiring City Council approval are presented as necessary throughout the fiscal year. The Fiscal Year (FY) 2027 expenditure limitation budget and FY2027 Expenditures for Administrative Award (Expenditure Authority) were both adopted on June 8, 2026.

STAFF ANALYSIS

Budget amendments are permitted by Arizona Revised Statute 42-17106(B), which provides authorization for cities and towns to exceed expenditures in a budget item after final adoption of a city/town budget by moving appropriations between budget items. All budget amendments are completed within city policy established by Resolution 2022-2256.

Attachment A Reference:

1. Water Services is requesting an additional \$250,000 for contractual services to supplement the initial funding approved by council on August 31, 2026, for the purchase, shipping, and deployment of mobile filtration trailers at two reservoir facilities. The filtration equipment will be used to reduce the formation of trihalomethane (TTHM) in the city's water distribution system. Additional treatment capacity will support the city's ongoing efforts to maintain water quality and comply with standards.

Attachments

Attachment A - Budget Amendment Report

City Council - Budget Amendments Report - FY2027

Council Agenda Date: 9/14/2026

Reference # for CAR	Date	Transfer Journal No.	Reason Needed	Amount	Ultimate Fund(s) Affected; Explanation	Funding From	Funding To
1	8/28/2026	1247	Purchase, prepare and ship water filtration units for two reservoir facilities. These units start the process to install treatment and reduce the formation of total trihalomethane (TTHM) in the City's water distribution system.	\$250,000		Unallocated Fund Balance	Enterprise - Water

FY2027 Expenditures for Administrative Award (If Applicable)						
Reference # for CAR	Reference to Sched 10	Project No.	Description	Current Amount	Proposed Increase/(Decrease)	Revised Amount
				\$ -	\$ -	\$ -

ITEM #: 3.
DATE: 09/14/2026
AI #:3223



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF INTERGOVERNMENTAL AGREEMENTS (IGA) WITH CITY OF AVONDALE WEST VALLEY SEX TRAFFICKING TASK FORCE

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

SUMMARY

The IGA with City of Avondale allows the city of Goodyear Police Department to participate in the West Valley Sex Trafficking Task Force.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the IGA with the City of Avondale's West Valley Sex Trafficking Task Force and provide authorization and direction to the City Manager and or their designee, to execute documents necessary to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

FISCAL IMPACT

The Police Department's current FY2027 base budget covers the Special Victims Unit detective positions that would participate in the Sex Trafficking Task Force.

BACKGROUND AND PREVIOUS ACTIONS

The City of Avondale, through the Southwest Valley Family Advocacy Center, applied for the Arizona Department of Emergency and Military Affairs (DEMA) grant in 2023. The grant was awarded to provide funding for programs, equipment and/or activities that reduce human trafficking. Avondale has formed the West Valley Human Trafficking Task Force and is asking the City of Goodyear, City of Buckeye, and Maricopa County to participate. The city of Goodyear has participated in this task force since 2023 and is requesting to continue to participate, with the goal of reducing human trafficking in the west valley.

STAFF ANALYSIS

Staff recommends approving the IGA with City of Avondale (Attachment A) as participation in the West Valley Human Trafficking Task Force allows for a cooperative effort to investigate criminal offenses concerning human trafficking of adults and minors.

The City of Goodyear Police Department may request reimbursement for overtime and travel for case follow-up costs directly related to work performed by the Goodyear Police Department detectives participating in the Sex Trafficking Task Force. Costs may also be requested for the task force detectives to attend training and travel for one (1) conference related to professional development.

Attachments

Attachment A - IGA Avondale Trafficking Task Force

**INTERGOVERNMENTAL AGREEMENT
WEST VALLEY SEX TRAFFICKING TASK FORCE
CREATION OF AND PARTICIPATION**

This Intergovernmental Agreement (“IGA”) is entered into by and between the City of Avondale, the City of Buckeye, the City of Goodyear and Maricopa County, for and on behalf of their respective police departments or law enforcement agencies. Throughout this IGA governmental entities listed may be referred to as a “Party” and may be referred to collectively as “Parties”. The law enforcement agency of the Parties will be referred to as “Agency” or “Agencies”.

I. RECITALS

WHEREAS, the Parties are authorized and empowered by ARIZ. REV. STAT. §§ 11-951 et. seq. and ARIZ. REV. STAT. § 13-3872, and in some instances by city charter provisions, to enter into agreements for the joint exercise of governmental powers and law enforcement mutual aid; and

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas have existed between municipalities and governmental jurisdictions; and

WHEREAS, pursuant to an Intergovernmental Agreement executed on or about October 1, 2012 the Parties partnered together for the design, construction and operation of the Southwest Family Advocacy Center (“the Center”) to provide a multi-disciplinary team approach with regard to investigation, assessment, medical treatment, and prosecution of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence cases; and

WHEREAS, on October 1, 2022, the City of Avondale, on behalf of the Center, was awarded grant funding from the Arizona Department of Emergency and Military Affairs (“DEMA”) for costs associated with programs, equipment and/or activities that reduce human trafficking and on June 11, 2025 the DEMA grant’s term was extended to June 30, 2027; and

WHEREAS, the DEMA grant provided that the City of Avondale was authorized to distribute, oversee, and report the usage of the grant funding on behalf of and to partners of the Center; and

WHEREAS, the DEMA grant provided funding for partnering agencies to investigate potential trafficking cases, create a trafficking task force, pay personnel overtime associated with investigations and undercover operations, and other ancillary costs; and

WHEREAS, the Parties entered into an Intergovernmental Agreement in June 2023 establishing the West Valley Sex Trafficking Task Force to coordinate efforts with West Valley agencies to identify, locate and rescue victims of child and adult sex trafficking by conducting undercover operations and online investigations, while also providing resources to victims and apprehending offenders; and

WHEREAS, this IGA provides for the continued operations of the task force.

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

II. PURPOSE & CREATION

This IGA provides for the continued operations of the West Valley Sex Trafficking Task Force (“Task Force”) which is comprised of the Agencies of the above listed Parties.

This IGA defines the cooperative effort between the Parties and Agencies charged with the investigation of criminal offenses concerning sex trafficking of adults and minors. Furthermore, this IGA outlines procedures for reimbursement for certain law enforcement expenses associated with sex trafficking investigations including personnel overtime, training, and undercover operations.

III. MISSION

The mission of the Task Force is to identify, locate and rescue victims of child and adult sex trafficking by conducting undercover operations and investigations, while also providing resources to victims and apprehending offenders. This will be achieved through collaborative efforts among the Agencies, proper training, acquisition of necessary equipment and on-going investigative operations.

IV. OBJECTIVES

Each Agency, individually and while coordinating efforts, will strive to achieve the following objectives:

- *To identify, locate, and assist trafficking victims.*
- *To provide resources and assistance to trafficking victims.*
- *To identify, locate, and apprehend sex buyers and potential predators.*
- *To suppress sex buying operations.*
- *To enforce local ordinances and state statutes.*
- *To assist other Agencies with the suppression of sex and human trafficking.*

V. RESPONSIBILITIES

The responsibilities of each individual Agency vary depending upon the specific investigation, operation or task. The following outlines general responsibilities of the Agencies:

- A. All Agencies will:
 1. Identify and investigate sex traffickers;
 2. Identify sex trafficking victims and make referrals for social services;
 3. Collaborate with other investigative Agencies to proactively identify sex and human trafficking cases;
 4. Provide training, educational materials, and technical assistance concerning sex trafficking to assigned personnel about, but not limited to, the following topics:
 - i. Sex trafficking victim’s mindset

- ii. Applicable local ordinances and state statutes
 - iii. Best practices for trafficking operations
 - iv. Current sex trafficking trends
 - v. Undercover tactics for sex trafficking investigations
 - vi. Tactical considerations for sex trafficking operations
 - vii. Legal requirements concerning sex trafficking investigative operations
 - viii. Correct verbiage, and online chatting associated with sex trafficking
 - 5. Provide planned takedown and cover teams for assigned personnel when operating within the Agency's jurisdiction (when necessary and depending upon staffing availability)
 - 6. In accordance with the respective Agency's policies, assigned Detectives and Sergeants will be expected to utilize body worn camera or other covert recording systems provided by the Agency or Task Force in order to record encounters, conversations, and interactions with subjects in order to protect the integrity and safety of all involved.
- B. Avondale Police Department will:
- 1. Provide assigned Sergeant(s) to supervise the operations.
 - 2. Provide assigned Detective(s).
 - 3. Initiate investigations regarding sex trafficking.
 - 4. Provide coordination and support in raising awareness and capacity among Avondale Police Department, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations ("NGOs") through training, community forums, and the development of a regional protocol for the identifying and responding to human and sex trafficking.
 - 5. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions.
 - 6. Improve methods of communication between law enforcement Agencies and the victim service providers in the City of Avondale to ensure a coordinated community response to human and sex trafficking.
- C. Goodyear Police Department will:
- 1. Provide assigned Detective(s).
 - 2. Initiate investigations regarding human sex trafficking.
 - 3. Provide coordination and support in raising awareness and capacity among Goodyear Police Department, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations (NGOs) through training, community forums, and the development of a regional protocol for the identifying and responding to human and sex trafficking.
 - 4. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions.

5. Improve methods of communication between law enforcement Agencies and the victim service providers in the City of Goodyear, including the Crisis Intervention Team with the Goodyear Fire Department, to ensure a coordinated community response to human and sex trafficking.
- D. Buckeye Police Department will:
1. Provide assigned Detective(s).
 2. Initiate investigations regarding human sex trafficking.
 3. Provide coordination and support in raising awareness and capacity among Buckeye Police Department, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations (NGOs) through training, community forums, and the development of a regional protocol for identifying and responding to human and sex trafficking.
 4. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions.
 5. Improve methods of communication between law enforcement Agencies and the victim service providers in the City of Buckeye to ensure a coordinated community response to human and sex trafficking.
- E. Maricopa County Sheriff's Office will:
1. Provide assigned Detective(s).
 2. Initiate investigations regarding human trafficking.
 3. Provide coordination and support in raising awareness and capacity among law enforcement in the area of Maricopa County, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations (NGOs) through training, community forums, and the development of a regional protocol for the identifying and responding to human and sex trafficking.
 4. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions.
 5. Improve methods of communication between law enforcement Agencies and the victim service providers in the area of Maricopa County to ensure a coordinated community response to human and sex trafficking.

VI. OPERATIONS

Each Agency will be primarily responsible for directing, monitoring, and carrying out the operations set forth below:

- A. Outreach Operation:
1. Detectives will visit known forums, websites and geographical areas known for soliciting sex to identify offenders. Detectives will then set up a meeting at a pre-selected place and time. Once probable cause is established, the prostituted person will be detained by the arrest team that is staged nearby.

2. Once the prostituted person is cleared of weapons or other harmful items, they will be introduced to service providers and advised they are not going to be arrested for the offense. The prostituted persons will be given the option of accepting services or leaving the location.
 3. This is a non-enforcement detail solely focused on the rescue of victims of child and adult sex trafficking.
 4. The primary Detective will complete a departmental report documenting the encounter in their respective records management system in accordance with their assigned department policy.
- B. Customer apprehension program:
1. Detectives will post ads on multiple forums, websites known to be frequented by sex buyers and predators who operate in a geographical area where there are known sex buyers. Once probable cause is established investigators may disclose the hotel location or hotel room to the suspect (as needed) or take the suspect in custody on location if applicable. The exact locations of the operation will only be disclosed with permission of Agency command to avoid multiple suspects arriving at the same time. Assigned Detectives will assist with workups and identification of suspects prior to the suspects arrival, if applicable.
 2. Surveillance/overwatch teams will be set up in the parking lot or in the area of the undercover Detective and provide intel to other assigned personnel.
 3. Takedown teams will take suspect into custody when deemed safe to proceed and in an appropriate location.
 4. This is an enforcement operation which will be focused on identifying and arresting sex buyers.
 5. Sex buyers will be charged with applicable city and or state offenses during this operation.
 6. The primary Detective will complete a departmental report documenting the encounter in their respective records management system in accordance with their assigned department policy.
- C. Child predator operation:
1. Detectives will focus on arresting sexual predators who are looking to traffic and/or engage in sexual activity with underage persons. Ads will be posted on a variety of internet sites commonly used to facilitate child sex, sex trafficking and prostituted persons. The undercover officers and detectives posing as juveniles and/or traffickers will field calls/texts/emails from suspects and set a “date” after an agreement for sexual services is determined.
 2. Once a suspect arrives at the meet location, and probable cause has been established, the suspect will be taken into custody by the arrest team(s).
 3. This operation is focused on identifying, locating, and arresting child predators for applicable city and or state offenses.
 4. The primary Detective will complete a departmental report documenting the encounter in their respective records management system in accordance with their assigned department policy.

VII. COSTS AND ANY REIMBURSEMENT

- A. The Parties will be responsible for primary costs associated with implementing this IGA that are incurred by their respective Agencies.
- B. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this IGA.
- C. The City of Avondale has obtained a grant from DEMA. The grant provides for reimbursement for certain expenses associated with this IGA, including overtime pay, training, and various ancillary costs associated with sex trafficking investigative operations. The reimbursement descriptions and amounts are set forth in Attachment A 2022 DEMA Agreement and Attachment B 2025 DEMA Amendment, each incorporated herein. Reimbursement funding is contingent upon remaining available funding. The Agency should contact the Center Director to confirm available funding amounts.
- D. Each Agency shall provide supporting documentation to the City of Avondale for Agency reimbursements. Agency reimbursement documentation shall be sent to the City of Avondale to the following contacts:

Advocacy Center Director: Reem George
Southwest Family Advocacy Center Director
2333 N Pebble Creek Pkwy STE A-200
Goodyear, AZ 85395
Office: 623-333-7911
Email: rgeorge@avondaleaz.gov

Finance and Budget: Veronica Martinez
Account Analyst
City of Avondale
11465 West Civic Center Drive, Suite 250
Avondale, AZ 85323
Office: 623-333-2044
Email: vmartinez@avondaleaz.gov

- E. The required supporting documentation includes the following documents:
 - 1. General Ledger. This document should illustrate the payroll expenses for the pay period. This document should reconcile the assigned employee's timesheet.
 - 2. Timesheets. This document exhibits the employee's time records for the applicable pay period for which reimbursement is sought.
 - 3. Pay Profile – This document is an earnings statement to show proof of payment to the employee assigned to the task force.

- F. Any Agency request for reimbursement shall be submitted to the City of Avondale in accordance with the following schedule:

PERIOD OF PERFORMANCE	SUBMITTAL OF REIMBURSEMENT DOCUMENTATION DUE DATE
Qtr. 1: July 1 – September 30	Qtr. 1: October 7
Qtr. 2: Oct.1 – Dec.31	Qtr. 2: January 7
Qtr. 3: Jan.1 - March 31	Qtr. 3: April 7
Qtr. 4: April 1 - June 30	Qtr. 4: July 7

- G. If an agency fails timely submit all required reimbursement documentation, as set forth subsections E and F, then the City of Avondale shall deny the reimbursement request, absent extenuating circumstances.

VIII. EQUIPMENT

Computers, phones, internet access and any other hardware will be provided by the City of Avondale and will be considered the property of the City of Avondale.

IX. EFFECTIVE DATE, DURATION AND CANCELLATION OF IGA

The effective date of this IGA is January 1, 2026. This IGA shall remain in effect until December 31, 2027, unless otherwise terminated by the terms of this IGA or operation of law. Failure by one or more Parties to execute the IGA shall not invalidate the IGA as to those Parties who did so. Any Party may withdraw from this IGA with or without cause by giving thirty (30) calendar days written notice to the other Parties to the IGA.

X. SUPERVISION AND WORKER'S COMPENSATION

Pursuant to ARIZ. REV. STAT. § 23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this IGA shall be deemed to be an employee of all Parties. The parent Agency shall be solely liable for payment of worker's compensation benefits. Each Agency shall post a notice required pursuant to ARIZ. REV. STAT. § 23- 1022(E). In addition, any volunteer of a Party that is involved in the execution of training, events, or activities pursuant to this IGA shall be considered an employee of that Party pursuant to ARIZ. REV. STAT. § 23-901.06 and entitled to benefits pursuant to ARIZ. REV. STAT. Title 23, Chapter 6 Worker's Compensation.

XI. NON-JOINT VENTURE

No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.

XII. EMPLOYEE RESPONSIBILITY

Parties acknowledge that under this IGA an employee of one party is not to be considered an employee of another party in regard to rights of County merit, County retirement, or County personnel rules. The parties shall have total responsibility for all salaries, wages, bonuses,

retirement, withholdings, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning the party's individual employees and shall save and hold one another harmless with respect thereto.

XIII. NONDISCRIMINATION

No Party shall engage in any form of illegal discrimination. The Parties to this IGA 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.

XIV. INDEMNIFICATION

To the extent permitted by law, each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party and its officials, officers, employees, volunteers and agents (collectively, "Indemnitees") 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 are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the Parties to this IGA that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations shall survive termination of this IGA.

XV. INSURANCE

Maricopa County is self-insured and can provide a letter of self-insurance for the following upon request.

The following insurance requirements are applicable:

- A. Each Party agrees to procure and maintain for the duration of the IGA, insurance against claims for injury to persons or damage to property that may arise from or in connection with this IGA.
- B. The insurance requirements contained in this IGA are minimum requirements and in no way limit the indemnity covenants contained in this IGA. The Agencies in no way warrant that the minimum limits are sufficient to protect the Parties from liabilities that might arise out of this IGA. The Parties are free to purchase additional insurance as they deem necessary.
- C. Minimum Scope and Limits of Insurance: Each Party shall provide coverage with limits of liability not less than those stated below:
Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

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

- D. Workers' Compensation Insurance. Each Party shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over each Agencies employees engaged in the performance of work or services under this IGA and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.
- E. Notice of Cancellation: Each insurance policy required by the insurance provisions of this IGA shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) business days' written notice from the insurer to the Agencies. Notice shall be mailed directly to the Agencies and shall be sent by certified mail, return receipt requested.
- F. Acceptability of Insurers: Insurance coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating or by a risk retention pool authorized pursuant to ARIZ. REV. STAT. § 11-952.01.
- G. A party to this Agreement that is self-insured shall provide a Certificate of Self-Insurance showing no less than the minimum CGL and Workers' Compensation limits listed in this section.

XVI. GOVERNING LAW

The laws of the State of Arizona shall govern this IGA. Venue will be in the Maricopa County Superior Court. In the event of any litigation or arbitration arising out of this IGA, 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.

XVII. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent provisions of ARIZ. REV. STAT. § 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 ARIZ. REV. STAT. § 23-214(A).

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

All the Parties retain the legal right to inspect the documentation of any employee who works pursuant to this IGA 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 IGA 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 ARIZ. REV. STAT. § 23-214(A).

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

XVIII. NOTICES

Any notice required to be given under this IGA will be provided to all Parties to this IGA. The Task Force Chiefs shall compile a list of each Agency's contact person, address, and phone number and distribute said list to each Party to this IGA. The contact list shall be updated annually.

XIV. CANCELLATION PROVISIONS PURSUANT TO ARIZ. REV. STAT. § 38-511

The Parties reserve all rights that each may have to cancel this IGA for possible conflicts of interest under ARIZ. REV. STAT. § 38-511, as amended.

V. OTHER PROVISIONS

The following general provisions are applicable:

- A. If any provision of this IGA 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.
- B. This IGA contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This IGA may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this IGA shall not be deemed to amend this IGA and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.
- C. Each party agrees to comply with ARIZ. REV. STAT. §§ 35-393 et seq., if applicable. Nothing within this IGA shall be construed to limit the ability of participating Agency 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.
- D. The Parties expressly agree that this IGA is neither intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary, nor authorize anyone not a Party to this IGA to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this IGA.
- E. Neither this IGA nor any of its rights and obligations, may be transferred or assigned by any Party, without the consent of all Parties.
- F. No term or provision in this IGA is intended to create a partnership, joint venture, or Agency arrangement between the Parties.

XVVI. MULTIPLE COUNTERPARTS

This IGA 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.

Each Agency shall provide a copy of its fully executed IGA to every other Agency.

[SIGNATURES ON FOLLOWING PAGES]

We, the undersigned, as authorized representative of the named Party and Agency, do hereby approve this document.

IN WITNESS WHEREOF, the parties hereto have executed this IGA as of the date of the last signature set forth below.

“Avondale”

CITY OF AVONDALE, an Arizona
municipal corporation

Ron Corbin, City Manager

Date: _____

ATTEST:

Marcella Sarmiento, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above IGA on behalf of his client and (ii) as to his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Nicholle Harris, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Buckeye”

CITY OF BUCKEYE, an Arizona
municipal corporation

Doug Sandstrom, City Manager

Date: _____

ATTEST:

Buckeye City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above IGA on behalf of his client and (ii) as to his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Tosca Henry, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Goodyear”

CITY OF GOODYEAR, an Arizona
municipal corporation

Bryan Langley, City Manager

Date: _____

ATTEST:

Jasmine Pernicano, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above IGA on behalf of his client and (ii) as to his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Roric V. Massey, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“County”

COUNTY OF MARICOPA, ARIZONA, an Arizona
municipal corporation

Kate Brophy McGee, Chairman, Board of Supervisors

Date: _____

ATTEST:

Juanita Garza, Clerk of the Board

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above IGA on behalf of her/his client and (ii) as to her/his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

County Attorney

ITEM #: 4.
DATE: 09/14/2026
AI #:3439



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF THE DRUG ENFORCEMENT AGENCY (DEA) EQUITABLE SHARING AGREEMENT AND ANNUAL CERTIFICATION AFFIDAVIT

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

SUMMARY

The Agreement with the Drug Enforcement Agency (DEA) allows the city of Goodyear Police Department to partner with the DEA for drug-related investigations. As part of the task force, the department participates in the DEA Equitable Sharing Program, which is managed by the Money Laundering and Asset Recovery Station (MLARS). MLARS requires annual certification of the Equitable Sharing Agreement and Certification (ESAC) Affidavit prior to allocating asset forfeiture funding to the city of Goodyear.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Equitable Sharing Agreement and Certification (ESAC) with Department of Justice, and provide authorization and direction to the Mayor, or designee and City Manager, or designee, to take actions and execute the necessary documents to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

FISCAL IMPACT

Any officer assigned to the DEA task force is currently covered by the police department's FY2027 budget. The city's participation in this task force qualifies the police department for the associated Equitable Sharing Program which allows the Department of Justice (DOJ) to allocate a portion of asset forfeitures to the city. These funds will be tracked within the existing Racketeering Influence and Corrupt Organizations Act (RICO) object codes.

BACKGROUND AND PREVIOUS ACTIONS

On October 24, 2022, Council approved the city of Goodyear Police Department to participate in the DEA Task Force for a period of five years, ending September 30, 2026. This task force allows the Goodyear Police Department to provide one officer to assist the DEA with cases within the valley, including the city of Goodyear. If participation in the task force results in a federal forfeiture, the department may file to receive a portion of the forfeiture. To participate in the equitable sharing program, the department must submit the ESAC form and affidavit to the MLARS. Once this form has been reviewed and accepted, the department is placed into compliance.

STAFF ANALYSIS

The city's participation in the DEA Task Force allows both the local and federal law enforcement agencies to share resources, intelligence information, and expertise related to the trafficking of narcotics and dangerous drugs in the State. The task force agreement allows the Goodyear Police Department to continue to participate in the task force. The city's continued participation in the task force will also allow the city to participate in the DOJ Equitable Sharing Program and receive federal forfeiture funds if available. The city's participation in the Equitable Sharing Program requires the approval and execution of the DOJ ESAC, included as Attachment A, which certifies the police department is in compliance with applicable nondiscrimination requirements. The ESAC also certifies that the police department will only use asset forfeiture funds for approved purposes, which include support for law enforcement operations, equipment, investigations, training, and education. Staff is seeking authorization from the Mayor and the City Manager or their designees to execute the associated ESAC Affidavit.

Attachments

Attachment A - Equitable Sharing Agreement and Certification



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: AZ0071500
Agency Name: Goodyear Police Department
Mailing Address: 11 N 145th Ave
Goodyear, AZ 85338

Type: Police Department

Agency Finance Contact

Name: Archuleta, Jessica

Phone: 623-882-7882

Email: jessica.archuleta@goodyearaz.gov

Jurisdiction Finance Contact

Name: Calder, Laura

Phone: 623-882-7895

Email: laura.calder@goodyearaz.gov

ESAC Preparer

Name: Archuleta, Jessica

Phone: 623-882-7882

Email: jessica.archuleta@goodyearaz.gov

FY End Date: 06/30/2026

Agency FY 2027 Budget: \$75,551,600.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$631,627.28	\$0.00
2	Equitable Sharing Funds Received	\$249,624.87	\$0.00
3	Other Income	\$0.00	\$0.00
4	Interest Income	\$26,821.39	\$0.00
5	Total Equitable Sharing Funds Received (total of lines 2-4)	\$276,446.26	\$0.00
6	Equitable Sharing Funds Spent (total of lines a - n)	\$262,490.71	\$0.00
7	Ending Equitable Sharing Funds Balance (difference between line 6 and the sum of lines 1 and 5)	\$645,582.83	\$0.00

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	\$2,174.86	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$241,545.74	\$0.00
e	Joint Law Enforcement and Public Safety Operations	\$0.00	\$0.00
f	Contracts for Services	\$18,770.11	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	\$0.00	\$0.00
j	Overtime	\$0.00	\$0.00
k	Law Enforcement Initiatives that Further Investigations	\$0.00	\$0.00
l	Salaries	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
Total		\$262,490.71	\$0.00

Other Income

Other Income Type	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name:
Company: Heinfeld, Meech & Co., P.C
Phone: 623-237-7951 Email: jill.shaw@hm.cpa

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☒ NO ☐ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2025-06-GSAFAC-0000385315

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Issitt, Brian
Title: Chief of Police
Email: bissitt@goodyearaz.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Pizzillo, Joe
Title: Mayor
Email: joe.pizzillo@goodyearaz.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Equitable Sharing Agreement and Certification

Signature Page

Attest:

Approved as to Form:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

ITEM #: 5.
DATE: 09/14/2026
AI #:3484



CITY COUNCIL ACTION REPORT

SUBJECT: RESOLUTION AUTHORIZING THE LICENSE AGREEMENT WITH BICENTEL LLC TO INSTALL A FIBER OPTIC NETWORK WITHIN THE CITY'S RIGHTS-OF-WAY

STAFF PRESENTER(S): Philip Cochran, Assistant City Attorney

SUMMARY

The five-year license authorizes Bicentel LLC, a Florida limited liability company, the ability to install, operate, and maintain a fiber-optic communication system within the city of Goodyear rights-of-way. The agreement includes the option of three additional five-year renewal terms.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality

RECOMMENDATION

Adopt Resolution No. 2026-2539 Authorizing the City Manager and or their designee to execute a license agreement with Bicentel LLC, a Florida limited liability company, and to enter into separate agreements for in-kind exchanges which may include fiber and or conduit. (Philip Cochran, Assistant City Attorney)

FISCAL IMPACT

Bicentel LLC (Bicentel), under the license agreement, must pay a \$2,500 application fee to install a fiber optic network within the City of Goodyear. Each subsequent five-year renewal term requires an extension application fee of \$2,500. Bicentel is responsible for all costs related to the construction, installation, operation, and maintenance of the fiber network within the right-of-way. Additionally, Bicentel must pay all applicable city fees for plan reviews, permit issuance, and inspections of its work within the right-of-way.

Following the installation of the fiber optic network, Bicentel is required to pay an annual fee of \$0.89 per linear foot of trench within the right-of-way where Bicentel installs copper, fiber optic, or other cable conductors and/or conduit that carry interstate traffic, licensed fiber or conduit and/or dark fiber. The total annual fee payment to the City, based on the linear feet of trench, shall not exceed five percent (5%) of Bicentel's gross revenues attributed to the fiber optic

network within the City's right-of-way. Additionally, Bicentel must pay an annual fee of \$1,000 to cover the City's administration and monitoring costs during any year an application fee is not paid. The issuance of the license agreement does not require any city expenditure.

BACKGROUND AND PREVIOUS ACTIONS

Bicentel has not previously entered into a license agreement with the City. This agreement allows Bicentel to install a fiber network within the City right-of-way, with connection locations distributed throughout the city limits.

STAFF ANALYSIS

This fiber license agreement will allow Bicentel to operate and maintain a fiber optic network and to add or install additional fiber and/or conduit within the City's rights-of-way. The license will allow access to the necessary rights-of-way to enable the required permitting and inspections for installation, operation, and maintenance of the network. Bicentel must obtain all necessary permits through the City's standard procedures.

The license has an initial five-year term, with the option for three additional five-year renewals. It is a non-exclusive agreement, allowing the City to grant licenses to other users within the right-of-way, including additional fiber optic network providers. Resolution No. 2026-2539 with Exhibit A is included as Attachment A.

The license allows the City to enter into a separate agreement for in-kind contributions of fiber and/or conduit for the City's use. The total cost of the City fiber and/or conduit will be borne by Bicentel, and the City will credit those expenses towards the annual fee associated with the amount of trench in the right-of-way where Bicentel installs copper, fiber optic, or other cable conductors and/or conduit that carry interstate traffic, licensed fiber or conduit and/or dark fiber. This option allows the City to have access to fiber optic cables and/or conduits that can be utilized for City facilities and departments without any expenditure of funds by the City.

Attachments

Attachment A - Resolution No. 2026-2539 with Exhibit

RESOLUTION NO. 2026-2539

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

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

WHEREAS, Bicentel LLC, a Florida limited liability company, seeks to obtain a new Fiber Optics Telecommunications Right-of-Way License Agreement (License Agreement) under the provisions of Chapter 22 of the Goodyear City Code; and approval of the Mayor and Council of the City of Goodyear, Arizona; and

WHEREAS, the City hereby finds that it would serve the public interest to grant the License Agreement under the terms and conditions as set forth in the License Agreement and Bicentel LLC agrees to obtain the license under the terms and conditions set forth in the License Agreement.

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

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

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

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

SECTION 4. Resolution 2026-2539 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 14th day of September, 2026.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

EXHIBIT A

BICENTEL LLC, A FLORIDA LIMITED LIABILITY COMPANY

FIBER OPTICS TELECOMMUNICATIONS
RIGHT-OF-WAY LICENSE AGREEMENT

FIBER OPTICS TELECOMMUNICATIONS RIGHT-OF-WAY LICENSE AGREEMENT

AGREEMENT (the "Agreement") is made and effective this _____ calendar day of _____, 2026, by and between the City of Goodyear, an Arizona municipal corporation ("Licensor"), and Bicentel, LLC, a Florida limited liability company ("Licensee").

RECITALS

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

and permits from Licensor to install the Plant are the "Use Areas".

- E. Licensor desires to grant to Licensee a nonexclusive license to install, maintain, operate, upgrade and repair the Plant (the "Permitted Uses") subject to the requirements of this Agreement.
- F. Licensor and Licensee desire to provide a method whereby additional portions of the ROW can be added to this Agreement (the "New Use Areas"). Licensee may expand its Plant within the Licensor's ROW by obtaining a permit from Licensor and upon Licensor's approval of plans. Licensor may grant, with conditions, or deny such approval in its sole discretion. Any expansion of the Plant approved by Licensor shall be subject to all terms and conditions of this Agreement and the conditions, if any, imposed by Licensor.
- G. Various laws (the "Telecommunications Laws") authorize Licensor to regulate its streets, alleys, and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation and maintenance of telecommunications systems. The Telecommunications Laws include, without limitation, the following:
 - 1) The Goodyear City Charter.
 - 2) The Goodyear City Code.
 - 3) The Constitution of the State of Arizona.
 - 4) Other applicable federal, state and local laws, codes, rules and regulations.
 - 5) Licensor's police powers, its authority over public rights-of-way, and its other governmental powers and authority.
- H. Pursuant to the Telecommunications Laws, Licensee has obtained from the Arizona Corporation Commission a Certificate of Convenience and Necessity (CC&N) T-21321A-24-0196 Decision No. 81353 (the "Certificate").
- I. There may be portions of the ROW (the "Third Party Areas") upon which the Plant may not be built without permission (the "Third Party Permission") from one or more third parties (the "Third Parties"). The Third-Party Areas are areas such as canal crossings or other areas that for any reason have limited ROW dedications or that have regulatory use restrictions imposed by a Third Party.
- J. The Licensor retains the right to adopt, from time to time, in addition to the provisions contained in this Agreement, such charter provisions, ordinances and rules, and regulations as may be deemed necessary by the Licensor to protect and promote the property, health,

safety and welfare of the Licensor's inhabitants. Licensee shall be subject to all applicable ordinances, rules, and regulations as they may apply.

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

I. USE AREAS

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

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

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

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

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

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

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

1.3.1.3 Within sixty (60) calendar days after receiving such a notice, Licensor shall inform Licensee whether Licensor approves the proposed New Use Areas, such approval not to be unreasonably withheld, conditioned or delayed.

1.3.2 Upon addition of New Use Areas, the New Use Areas shall be

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.8.7.4 Licensors may remove the Plant or perform any part of the Relocation Work that has not been completed within thirty (30) calendar days after Licensee has begun the Relocation

Work, unless otherwise agreed on in writing by both Licensor and Licensee. Licensee shall reimburse Licensor for its actual costs (including administration) associated with removing the Plant and/or performing any Relocation Work that Licensor performs.

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

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

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

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

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

1.8.8 Disruption by Competing Users. Neither Licensor nor any agent, contractor or employee of Licensor shall be liable to Licensee, its customers or third parties for any service disruption or for any other harm

caused them or the Plant due to Competing Users or Competing Activities; except to the extent caused by Licensor's gross negligence or willful misconduct.

1.8.9 Damage. Licensee shall be liable for any damage to or disturbance of Licensor controlled property and/or private property located in the ROW caused by Licensee's failure to act in a timely manner. All public and private property damaged or disturbed by Licensee's activities shall be promptly repaired, replaced and/or restored by Licensee at Licensee's sole expense to as good a condition as before such damage or disturbance and to the Licensor's reasonable satisfaction. Licensee shall not install, maintain or use any of the Plant in such a manner as to damage or interfere with another Competing User's use of the ROW of the Licensor. In accordance with Arizona Revised Statutes §40-360.21 et seq., Licensee shall appropriately notify Arizona 811/Arizona Blue Stake (800-782-5348) before beginning construction.

1.8.10 Emergency Disruption by Licensor. Licensor may remove, alter, tear out, relocate or damage portions of the Plant in the case of fire, disaster, or other emergencies if Licensor's city manager or designee deems such action to be reasonably necessary under the circumstances. In such event, neither Licensor nor any agent, contractor or employee of Licensor shall be liable to Licensee or its customers or third parties for any harm so caused to them or the Plant. When practical, Licensor shall consult with Licensee in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Plant. In any event, Licensor shall inform Licensee as soon as practicable after such actions. Licensee's work to repair or restore the Plant shall be Relocation Work.

1.8.11 Public Safety. If the Plant or any other Licensee equipment, improvements or activities within the Use Areas present any immediate hazard or impediment to the public, to Licensor, to other improvements or activities within or without the Use Areas, or to Licensor's ability to safely and conveniently operate the ROW or perform Licensor's utility, public safety and other public health, safety and welfare functions, then Licensee shall immediately remedy the hazard, comply with Licensor's requests to secure the Use Areas, and otherwise cooperate with Licensor at no expense to Licensor to remove any such hazard or impediment. Licensee's work crews shall report to the Use Areas within two (2) hours when reasonably practicable under the circumstances.

II. TERM OF AGREEMENT

2. Term of Agreement. The term of this Agreement is as follows:

2.1 Original Term Expiration. The original term of this Agreement shall terminate 11:59 p.m. on the date that is the fifth (5th) annual anniversary of this Agreement, unless sooner terminated as set forth in this Agreement.

2.2 Extensions. The term of this Agreement may be extended for three (3) additional five (5) year periods subject to the following:

2.2.1 No extension shall be effective without the written consent of both Licensors and Licensee.

2.2.2 Both Licensors and Licensee may withhold their consent to an extension in their sole and absolute discretion.

2.2.3 Both Licensors and Licensee shall indicate whether or not they consent to an extension by giving notice of consent to the other not more than one hundred eighty (180) calendar days and prior to the end of the original term (or, in the case of the second or subsequent extension, the prior extension).

2.2.4 Any future renewals or extensions of this license may include an increase in the annual fee and any other applicable fees set forth in this license.

2.2.5 Licensee shall pay to Licensors an Extension Application Fee. Such Extension Application Fee shall be determined at the time of each renewal. The Extension Application Fee shall be paid on or before the days that is thirty (30) calendar days prior to the end of the original term (or, in the case of the second or subsequent extension, the prior extension).

2.3 Agreement Accepted. By accepting this Agreement, Licensee covenants and agrees to perform and be bound by each and all of the terms and conditions imposed by the City Code, City Engineering Design Standards and Policies, the Telecommunications Laws, Arizona Law, and this Agreement.

III. LICENSEE'S PAYMENTS

3. Licensee's Payments. Licensee shall make payments to Licensors as follows:

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

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

3.1.2 An amount (the "Annual Fee Payment") based on Licensors's

administration of this Agreement and Licensee's use of the ROW to install the Plant.

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

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

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

3.1.6 All other amounts required by this Agreement.

3.2 Annual Fee Payment Amount.

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

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

3.2.1.2 Licensee shall pay to Licensor, as the Annual Fee Payment eighty-nine cents (\$.89) per linear foot of trench in the ROW where Licensee installs copper, fiber optic or other cable conductor and/or conduit. Notwithstanding the above the total amount paid by Licensee to Licensor per linear foot of trench in the ROW shall not exceed an amount equal to five percent (5%) of Licensee's gross revenues, as defined below, for the one (1) year period prior to the Annual Fee Payment due date. Unless or until Licensee has such paying customers and what are deemed gross revenues under this Agreement, Licensee shall pay the eighty-nine cents (\$.89) per linear foot of trench in the ROW in full without any cap.

3.2.1.3 Gross revenues means all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half per cent annually, that is received directly or indirectly by the Licensee, its affiliates, subsidiaries or parent or any person, firm or corporation in which the Licensee has a financial interest or that has a financial interest in Licensee and that is derived from the services that utilize the Plant and are provided within the Use Areas. Gross revenues include all revenue from charges for services to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive services that

utilize the Plant and are provided within the Use Areas, and any other receipts from subscribers derived from operating the Plant, including receipts from forfeited deposits, sale or rental of equipment, late charges, interest and sale of program guides. Gross revenues do not include any revenue subject to a transaction privilege tax of the licensing authority. Gross revenues also include all income Licensee receives from the lease of the Plant located in the ROW, unless services that the Lessee provides are subject to a transaction privilege tax by Licensors. Gross revenues do not include revenues from fees, taxes, or other fees or charges that the Licensee collects and pays to any governmental authority, any increase in the value of any stock, security or asset, or any dividends or other distributions made in respect of any stock or securities.

3.2.1.4 If at any time Licensee cannot demonstrate and warrant to Licensors that any portion of the Plant conforms to the definition "Telecommunications Services" as defined in A.R.S. §9-581 and Licensee is exempt from any fee then that portion of the Plant shall be subject to the Annual Fee Payment described above. Licensee acknowledges and agrees that any portion of the Plant not subject to the Annual Fee Payment is subject to Licensors' Transaction Privilege Tax and shall be paid in accordance with applicable tax laws.

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

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

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

3.5 Adjustments. The dollar figures stated in Section 3.2.1 of this Agreement shall be automatically adjusted upward annually on July 1st. The adjustment shall be made on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, all items, published by the United States Bureau of Labor Statistics (the "Cost of Living Index") for the month of January. In no event shall any amount be adjusted downward from any previous period. If the Cost-of-Living Index has not been published on any adjustment date, Licensors shall have the right to estimate the Cost-of-Living Index and to make the adjustments based on such estimate, subject to

adjustment when the actual figures become known. If such Cost-of-Living Index shall, for any reason whatsoever, not be published or readily identifiable at the adjustment date, then an index published by any state or federal agency or an index, formula or table accepted generally by the real estate profession shall be used as chosen by Licensor in Licensor's reasonable discretion. Any delayed adjustment shall be effective retroactively.

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

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

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

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

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

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

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

3.8 Fee Payment Amount Report Each installment of Fee Payment by the Licensee, other than Permit Fee Payment, shall include a report showing the

manner in which each component of the Fee Payment was calculated. The report shall summarize the transactions giving rise to the License Fee Payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 3.13.1 The Annual Fee Payment described above may be offset either in whole or in part by in-kind exchange of fiber, conduit and/or joint trenching for Licensor's exclusive use. Any in-kind exchange of fiber, conduit and/or joint trenching for Licensor's use shall be set forth in a separate agreement between Licensor and Licensee.
- 3.13.2 The value of the construction, permitting and installation costs of fiber strands, cable, conduit and/or joint trenching for Licensor's exclusive use (the "City Fiber") that is constructed and installed by Licensee may be credited against the Annual Fee Payment paid by Licensee to Licensor. Any City Fiber installed under this section and credited towards the Annual Fee Payment shall be for Licensor's sole and exclusive use. Notwithstanding the above any separate agreement may allow Licensee to use fiber strands located in the same fiber package or cable containing City Fiber that is not exclusive to Licensor.
- 3.13.3 The assessed value of the City Fiber shall be treated as fair and reasonable compensation for Licensee's use of the Licensor's ROW for Licensee's fiber network and the value shall be credited against the Annual Fee Payment.
- 3.13.4 Prior to the construction or installation of any City Fiber, Licensee shall provide Licensor a maximum probable cost of the construction, permitting and installation costs for all City Fiber (the "Maximum Probable Costs") for Licensor's approval, which shall be at Licensor's sole discretion. Licensor shall either approve or reject the Maximum Probable Costs within sixty (60) calendar days after submittal by Licensee, if Licensor has not approved or rejected such Maximum Probable Costs within sixty (60) calendar days then the Maximum Probable Costs submitted shall be treated as rejected by Licensor. If Licensor approves the Maximum Probable Costs such costs shall be the maximum amount that may be credited towards the Annual Fee Payment ("the Maximum Credit Amount"). Licensee shall provide Licensor with the actual costs of the City Fiber (the "Actual Costs") within sixty (60) calendar days of Licensor's acceptance of the City Fiber. Licensor shall either approve or reject the Actual Costs within thirty (30) calendar days after submittal by Licensee to Licensor. If Licensor has not approved or rejected such Actual Costs within thirty (30) calendar days, the Actual Costs submitted shall be treated as rejected by Licensor. After any rejection of the Actual Costs Licensee will make any necessary corrections and resubmit the Actual Costs to Licensor. After acceptance of the Actual Costs, Licensor shall credit the lesser of the Maximum Credit Amount or the Actual Costs towards the Annual Fee Payment. Notwithstanding the limitations above, the amount credited towards the Annual Fee Payment is subject to a one-time increase based upon Licensor's substantiated and uncontrollable construction costs related to the installation of the City Fiber. Any

increase in the credit towards the Annual Fee Payment must be confirmed in writing and approved by the City Engineer, or their designee. However, in no event shall the amount credited towards the Annual Fee Payment exceed a ten percent (10%) increase over the Maximum Credit Amount that was previously approved by Licensor.

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

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

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

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

3.13.9 If during the term of this Agreement, Licensee undertakes the relocation of any segment of Licensee's network that contains City Fiber, Licensor shall proceed with such relocation, including, but not limited to, the right, in good faith, to reasonably determine the extent of, the time of, and the methods to be used for such relocation; provided that: (i) any such relocation shall be constructed and the City Fiber shall be tested as set forth above; and (ii) if the relocation is at Licensee's discretion, Licensee shall maintain the end points of the City Fiber. Licensee must give Licensor not less than sixty (60) calendar days prior notice of any such relocation.

3.13.10 Limitation of Use of City Fiber:

- 3.13.10.1 Licensor warrants and covenants that it will use City Fiber in compliance with all applicable government codes, ordinances, laws, rules and regulations.
- 3.13.10.2 Licensor's use of City Fiber shall be for government use only. Licensor may allow other government entities, contractors or agents to utilize the City Fiber. Licensor may allow other third parties to access and utilize City Fiber on behalf of Licensor.
- 3.13.10.3 Subject to the limitations set forth in this Agreement, Licensor may use the City Fiber for any lawful purpose.
- 3.13.10.4 Both parties shall promptly notify each other of any known matters pertaining to, or the occurrence (or impending occurrence) of, any event which would likely give rise to any damage or impending damage to or loss of Licensee's fiber network.
- 3.13.10.5 Licensor shall not use City Fibers in a way that interferes with or adversely affects the use of any other fibers within the Licensee's fiber network. The Parties acknowledge that Licensee's network may include other participants, including Licensee and other owners and users of telecommunications systems and that Licensee retains full operational control of its network.
- 3.13.11 Licensee shall maintain the City Fiber provided in good operating condition for normal use. Excluding instances of negligent use, misuse, or operation by the Licensor or its contractors, such substitute fibers shall be provided to the City at the sole cost and expense of Licensee, including all disconnect, reconnect, equipment relocation, and other costs, fees, and expenses and shall not adversely affect the use, operation, or performance of the Licensor's fiber and conduit, except to the extent of interruptions permitted for relocations. Licensee makes no other warranties, written or oral, statutory, express or implied, including, without limitation, the warranty of merchantability or fitness for a particular purpose or use regarding the provided fibers.

IV. USE RESTRICTIONS

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

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

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

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

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

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

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

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

4.2.2.1 The name of the third party.

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

4.2.2.3 The route of the proposed service.

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

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

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

4.3.1 The following are Regulated Activities:

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

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

4.3.2 Licensee shall not use the Plant for Regulated Activities without proper formal authorization from Licensor, separate from this Agreement, only to the extent required by applicable law.

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

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

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

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

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

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

manner of signage.

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

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

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

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

4.7.1 State of Arizona

4.7.2 Maricopa County

4.7.3 Bureau of Reclamation

4.7.4 Central Arizona Water Conservation District

4.7.5 Salt River Project

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

4.9 Coordination Meetings. Licensee shall meet with Licensor and other ROW users from time to time as requested by Licensor to coordinate and plan

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

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

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

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

4.10.1.2 Electric backup batteries.

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

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

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

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

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

4.10.5.1 Participate in the Toxic Material coming to the ROW.

4.10.5.2 Fail to immediately report the Toxic Material to Licensor.

4.10.5.3 Participate in spreading or otherwise disturbing the Toxic Material.

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

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

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

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

4.12 Access by Others. Licensee shall cause to comply with this Agreement all persons accessing the ROW through or under Licensee or this Agreement.

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

V. IMPROVEMENTS BY LICENSOR

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

VI. LICENSEE'S IMPROVEMENTS GENERALLY

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

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

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

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

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

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

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

6.3 Permits and Inspections.

6.3.1 Prior to performing work upon the ROW, Licensee shall submit all work plans to Licensors for review by Licensors's staff in designated departments responsible for such review and shall obtain all permits and other approvals related thereto. During the course of the work, Licensee shall observe inspection, safety and other rules.

6.3.2 After Licensors issues any permits to Licensee to install the Plant or any portion thereof Licensee shall video record all water and/or wastewater/sewer lines owned by Licensors that are within ten feet (10') of the proposed Plant installation and provide copies of the video recordings to Licensors. Within thirty (30) calendar days following completion of construction or installation of the Plant, Licensors shall video record all water and/or wastewater/sewer lines owned by Licensors that are within ten feet (10') of the Plant installation and provide copies of the video recordings to Licensors. All video recordings shall be done to Licensors's standards and submitted to Licensors in a format approved by Licensors.

6.3.3 Licensors's issuance of a permit does not represent any determination or assurance by Licensors that that the installation of the Plant or any portion thereof will not damage, conflict with, or interfere with any Competing User's facilities installed within the ROW. Licensee is responsible for ensuring that the installation of the Plant will not damage any Competing User's facilities and/or equipment or impair the operations of any Competing User that has facilities installed within the ROW. Licensee shall defend, indemnify and hold harmless Licensors, its employees, elected officials, consultants and agents, for, from and against any and all claims, demands, liens, causes of actions, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs) arising from or alleged to arise from damage

caused by Licensee to any Competing User's facilities installed within the ROW and/or from any interference or service interruptions to any Competing Activities as a result of damage caused by Licensee to any Competing User's facilities.

6.4 Licensee's Improvements. Licensee's Improvements include, without limitation all modification, replacement, repairs, installation, construction, grading, structural alterations, utility, lighting or other alterations, parking or traffic alterations, removal, demolition or other cumulatively significant construction or similar work of any description, together with all installation or alteration of the Plant.

6.5 Regulatory Approval Process. The building permit processes, ROW management and similar regulatory requirements that apply to Licensee's Improvements are completely separate from the requirements of this Agreement. Licensee's satisfaction of any requirement of this Agreement does not count toward any compliance with any regulatory requirement. Licensee's satisfaction of any regulatory requirement does not count toward compliance with any requirement of this Agreement. Licensee must make all submittals and communications regarding the requirements of this Agreement through Licensors contract administrator for this Agreement, and not through planning, building safety or other staff. Licensee must obtain all approvals in accordance with all present and future Licensors codes, policies and procedures.

6.6 Relationship of Plans Approval to Regulatory Processes. Licensee's submission of plans under this Agreement, Licensors approval of plans for purposes of this Agreement, and the plans approval process under this Agreement, shall be separate and independent of all zoning, design review and other regulatory or similar plans submittal and approval processes, all of which shall continue to apply in addition to the requirements of this Agreement and its approvals. BUILDING PERMITS, ZONING CLEARANCES, OR ANY OTHER GOVERNMENTAL REVIEWS OR ACTIONS DO NOT CONSTITUTE APPROVAL OF ANY PLANS FOR PURPOSES OF THIS AGREEMENT.

6.7 Work Standards. All work by Licensee under this Agreement shall conform to the standards of the Maricopa Association of Governments and of the City of Goodyear Design Standards and Practices Manual, as either may be amended from time to time. All construction by Licensee must comply with applicable ROW noise, light, timing, event planning, dust and other policies in effect from time to time.

6.8 Cost of Licensee Improvements. All Licensee's Improvements shall be designed and constructed at no expense to Licensors. In no event, including without limitation termination of this Agreement for any reason, shall Licensors be obligated to compensate Licensee in any manner for any of Licensee's Improvements or other work provided by Licensee during or related to this

Agreement. Licensee shall pay, protect, indemnify, defend and hold harmless Licensor and Licensor's employees, officer's, contractors and agents against all claims related to labor, materials, professional services and other work for Licensee's Improvements. Licensee shall bear the cost of all work required from time to time to cause the ROW and other nearby property owned by Licensor to comply with local zoning rules, the Americans with Disabilities Act, building codes and all similar rules, regulations and other laws if such work is required because of work performed by Licensee, by Licensee's use of the ROW, or by any exercise of the rights granted to Licensee under this Agreement.

6.9 Improvement Quality. Any and all work performed on or within the ROW by Licensee shall be performed in a workman-like manner in accordance with industry, professional, federal, state and Licensor's standards, as reasonably determined by Licensor and shall be diligently pursued to completion and in conformance with all building codes and similar rules.

6.10 Damage During Work.

6.10.1 If Licensee causes damage to Licensor's property or facilities, including but not limited to, water or wastewater/sewer lines, Licensee shall immediately report such damage to Licensor.

6.10.2 If Licensee causes damage to a third party's property or facilities Licensee shall immediately report such damage to Licensor and the third party.

6.10.3 If Licensee causes damage to the ROW, pavement, sidewalks, driveways, landscaping, wastewater/sewer lines, water lines or any other property during construction, installation, or repair of its facilities or Plant, Licensee or its authorized agent shall replace and restore such places as nearly as possible to its original condition that existed before the damage occurred. If the repair, replacement or restoration cannot replicate the original condition, Licensee shall return the site to a condition that approximates the original condition and compensate the City for any significant difference. All repair and restoration necessary to meet the requirements set forth in this section shall be at Licensee's expense and shall be conducted in a manner acceptable to Licensor, in its sole discretion.

6.10.4 Upon performing any work upon the ROW, Licensee shall simultaneously restore the ROW to its prior condition, as directed by Licensor and repair any holes, mounting surfaces or other damage whatsoever caused by Licensee's activities to the ROW. Such work shall include replacement of pre-existing vegetation and appropriate repairing or replacing pre-existing irrigation systems for revegetated areas, if any.

6.11 Restoration.

6.11.1 Following installation, repair or replacement work performed in the Use Areas, Licensee shall restore disturbed areas of the Use Areas to a condition equal to or better than the condition of the Use Areas immediately prior to Licensee's activities. The preceding sentence does not require Licensee to repair or maintain Licensor's or third-party facilities at the Use Area except to the extent such work is directly attributable to Licensee's negligent acts or omissions in connection with its use of the Use Area.

6.11.2 Licensee shall repair or replace all pavement, sidewalks, curbs, landscaping and any other Licensor's improvements of any description that may be damaged as a direct result of Licensee's activities under this Agreement. Such work, repair or replacement shall be to Licensor's standards, rules and/or policies published from time to time. Licensee shall coordinate with Licensor on all repairs or replacement of any of Licensor's facilities.

6.12 Indemnification. In addition to any indemnity granted in this Agreement and to the fullest extent permitted by law, Licensee agrees to indemnify, defend, and hold harmless Licensor and any of its departments, agencies, officers, employees, elected officials, and representatives from all damages, claims, or liabilities including without limitation personal injury, death, and property damage and expenses (including attorney's fees) arising out of, or resulting from any damage to any of Licensor's property, any damage to a third-party's property and Licensee's performance or failure to perform the restoration or repairs required of Licensee under the terms of this Agreement.

6.13 Coordination with Permit Process. Licensee shall perform no construction work in the Use Areas without obtaining through normal processes from Licensor all necessary or required permits that give Licensee permission to work in the ROW. Licensee shall not alter or perform any work to Licensor's improvements without first obtaining through normal processes from Licensor a permit giving permission to alter Licensor's improvements. Licensee shall not obstruct traffic without obtaining through normal processes from Licensor a permit granting permission to obstruct traffic.

6.14 Disturbance of Toxic Substances. Prior to undertaking any construction or other significant work, Licensee shall cause the Use Areas to be visually inspected for any signs of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Licensee shall cause the contractor or other person performing such work to give to Licensor notice by the method described in this Agreement to the effect that the person will inspect for such

materials, will not disturb such materials, and will indemnify, defend and hold Licensor harmless against any disturbance in such materials in the course of the contractor's or other person's work. Licensee shall cause any storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Licensee upon the ROW to be performed by persons, equipment, facilities and other resources who are at all times properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services. Licensee shall promptly deliver to Licensor copies of all reports or other information regarding Toxic Substances.

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

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

6.15.1.1 Complete blockage of a sidewalk or trail.

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

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

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

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

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

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

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

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

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

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

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

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

6.17.1 Licensee shall obtain all permits.

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

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

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

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

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

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

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

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

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

VII. LICENSEE'S INITIAL PROJECT CONSTRUCTION

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

VIII. MAINTENANCE AND OPERATIONS

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

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

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

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

single-family or multi-family residence prior to performing work within the ROW.

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

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

IX. BREACH BY LICENSEE

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

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

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

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

9.1.3 If Licensee shall fail to maintain any insurance required by this Agreement and such failure is not cured within thirty (30) calendar days after Licensee receives written notice from Licensors.

9.1.4 If Licensee shall be the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding that is not resolved within sixty (60) calendar days, or if any assignment of any of Licensee's or such other person's property shall be made for the benefit of creditors or if Licensee or such other person dies or is not regularly paying its debts as they come due (collectively a "Licensee Insolvency").

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

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

9.1.5.2 The date sixty (60) calendar days after Licensor gives Licensee notice of such noncompliance.

9.1.6 If the issuer of any letter of credit shall fail for any reason to timely and fully honor any request by Licensor that is permitted under this Agreement for funds or other performance under the instrument and Licensee fails to cause the issuer to or some other person to honor the request within ten (10) calendar days after Licensor notifies Licensee that such request has not been honored.

9.1.7 If Licensee shall fail to obtain or maintain any licenses, permits, or other governmental approvals pertaining to the ROW or timely pay any taxes pertaining to the ROW and shall not cure such failure within sixty (60) calendar days.

9.1.8 If Licensee shall engage in a pattern of repeated failure (or neglect) to timely do or perform or observe any provision contained herein. After Licensor has once given notice of any failure by Licensee to comply with any provision of this Agreement, the following shall constitute a repeated failure by Licensee to comply with such provision:

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

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

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

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

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

9.2.1 Terminate this Agreement. If Licensor terminates this Agreement, then within seven (7) calendar days of notification by Licensor, Licensee

may request a hearing before the City Manager, or their designee, any decision made by the City Manager, or their designee shall be final. Termination of this Agreement due to Licensee's breach or for any other reason does not terminate Licensee's obligations arising during the time simultaneous with or prior to or the termination, and in no way terminates any of Licensee's liability related to any breach of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

9.3.6.1 The amount of Six Hundred Dollars (\$600.00) per calendar day for Licensee's failure to properly restore the public ROW or to correct related violations of specifications, code, ordinance or standards within ten (10) calendar days after Licensors notice to correct such defects except where such curative efforts by Licensee are precluded by a force majeure event. Such Violation Fee Payment shall be in addition to any cost the Licensors may incur to restore the ROW or correct the violation.

9.3.6.2 The amount of Six Hundred Dollars (\$600.00) per calendar day for Licensee's failure to temporarily or permanently relocate or otherwise modify the Plant as requested by Licensors ninety (90) calendar days after Licensors notice to temporarily or permanently relocate or otherwise modify the Plant except where such curative efforts by Licensee are precluded by a force majeure event or otherwise agreed to by the parties. Such Violation Fee

Payment shall be in addition to any cost the Licensor may incur to remove or relocate or otherwise modify the Plant or correct the violation..

9.3.6.3 The amount of Two Hundred Fifty Dollars (\$250.00) per calendar day for each failure to make Licensee's books and records available as required by this Agreement.

9.3.6.4 The amount of Five Thousand Dollars (\$5,000.00) for any unauthorized partial or total assignment of this Agreement.

9.3.6.5 The amount of Five Hundred Dollars (\$500.00) per instance of any other action or non-action by the Licensee contrary to this Agreement that causes Inconvenience Costs and that is not cured after three (3) calendar days' notice.

9.3.7 Violation Fee Payments shall be assessed as follows:

9.3.7.1 If Licensor determines that Licensee is liable for Violation Fee Payment, then Licensor shall issue to Licensee a notice of Licensor's assessing a Violation Fee Payment. The notice shall set forth the nature of the violation and the amount of the assessment. Licensee shall: (i) have ten (10) calendar days after the notice to pay the Violation Fee Payment or give Licensor notice contesting the assertion of noncompliance and (ii) If Licensee fails to respond to the notice within ten (10) calendar days, Licensee shall pay the Violation Fee Payment. However, if the Violation Fee Payment amount exceeds Five Thousand Dollars (\$5,000), then (i) Licensee shall have thirty (30) calendar days after the notice to pay the Violation Fee Payment or give Licensor notice contesting the assertion of noncompliance and (ii) If Licensee fails to respond to the notice within thirty (30) calendar days, Licensee shall pay the Violation Fee Payment.

9.3.7.2 In the event that Licensee notifies Licensor of a dispute related to the nature of an alleged violation, the parties agree to meet and review the alleged violation within ten (10) business days. After reviewing the nature of an alleged violation Licensor shall issue a final decision on whether to assess Licensee a Violation Fee Payment.

9.4 Effect of Abandonment. In addition to Licensor's other rights, if Licensee abandons the Plant during the term of this Agreement, or fails to operate the Plant in accordance with its duty to provide continuous service, Licensor, at its option, may acquire ownership of the Plant ; operate the Plant; designate another entity to operate the Plant temporarily until Licensee restores service under conditions acceptable to Licensor or until the license is revoked and a new Licensee selected by Licensor is providing service; or obtain an injunction requiring Licensee to continue operations. If Licensor operates or designates another entity to operate the Plant, Licensee shall reimburse Licensor or its designee for all reasonable costs and damages incurred that are in excess of the revenues from the Plant. Licensor shall give Licensee seven (7) calendar days' notice before operating or designating another entity to operate the Plant. If Licensee abandons only part of the Plant, then this paragraph shall apply to the part abandoned. A part of the Plant shall be deemed to be abandoned if Licensee fails to respond in the affirmative within sixty (60) calendar days to a written notice from Licensor requesting that Licensee confirm that Licensee is maintaining the part of the Plant and that it is available for use by Licensee's customers. Licensee shall not be deemed to have abandoned the Plant solely by reason of reduced capacity, temporary suspension of services or leasing of the Plant or a portion thereof to third parties, provided the Plant continues to be maintained by Licensee in a sound, clean, safe manner, meeting or exceeding standard industry practices of maintenance of comparable facilities.

9.5 Non-waiver. Licensee acknowledges Licensee's unconditional obligation to comply with this Agreement. No failure by Licensor to demand any performance required of Licensee under this Agreement, and no acceptance by Licensor of any imperfect or partial performances under this Agreement, shall excuse such performance or impair in any way Licensor's ability to insist, prospectively and retroactively, upon full compliance with this Agreement. No acceptance by Licensor of Fee Payment payments or other performances hereunder shall be deemed a compromise or settlement of any right Licensor may have for additional, different or further payments or performances. Any waiver by Licensor of any breach of condition or covenant herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or otherwise prevent Licensor from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill or notice by Licensor or Licensee concerning payments or other performances due hereunder, or failure by Licensor to demand any performance hereunder, shall excuse Licensee from compliance with this Agreement nor stop Licensor (or otherwise impair Licensor's ability) to at any time correct such notice and/or insist prospectively and retroactively upon full compliance with this Agreement. No waiver of any description (INCLUDING ANY WAIVER OF THIS SENTENCE OR PARAGRAPH) shall be effective against Licensor unless made in writing by a duly authorized representative of Licensor specifically identifying the particular provision being waived and specifically stating the scope of the

waiver. LICENSEE EXPRESSLY DISCLAIMS AND SHALL NOT HAVE THE RIGHT TO RELY ON ANY SUPPOSED WAIVER OR OTHER CHANGE OR MODIFICATION, WHETHER BY WORD OR CONDUCT OR OTHERWISE, NOT CONFORMING TO THIS PARAGRAPH. Nothing herein shall be construed to permit Licensor to retroactively declare an Event of Default when Licensee has relied in good faith on Licensor's prior written statements or approvals.

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

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

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

9.9 Right to Setoff and Credit. In addition to its other rights and remedies under this Agreement, Licensor shall have the right to setoff and credit from time to time and at any time, any and all amounts due from Licensee to Licensor, whether pursuant to this Agreement or otherwise, against any sum which may be due from Licensor to Licensee pursuant to this Agreement or otherwise.

X. TERMINATION OR EXPIRATION

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

into account any extensions of this Agreement):

10.1 Expiration.

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

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

10.1.3 Surviving Obligations. Expiration of this Agreement does not terminate Licensee's obligations existing or arising prior to or simultaneous with, or attributable to, the expiration or events leading to or occurring before expiration, nor Licenser's obligations that expressly survive termination. During any Holdover Period, Licensee shall be required to maintain all insurance as required by this agreement and provide and maintain a current letter of credit during the entire Holdover Period.

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

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

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

10.1.7 In-Kind Contribution. If in-kind contributions or services are being

provided to Licensor then Licensee shall continue to allow Licensor the ability to access or use any and all in-kind contributions throughout any Holdover Period.

10.2 Termination.

10.2.1 Surviving Obligations. Licensor's termination of this Agreement due to an Event of Default or any other reason does not terminate Licensee's obligations existing or arising prior to or simultaneous with, or attributable to, the termination or events leading to or occurring before termination, nor Licensor's obligations that by their nature are intended to survive termination.

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

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

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

10.2.5 Removal of Improvements. NOTWITHSTANDING anything in this paragraph or the remainder of this Agreement to the contrary, unless Licensor directs otherwise, Licensee shall leave the cable, conduits, other appurtenances, and the remainder of the entire Plant in place in good condition, in working order, with each cable and conduit end properly labeled and enclosed in proper junction boxes, and in safe condition. However, to the extent Licensor gives notice requesting the work, Licensee shall remove all of the Plant and restore the Use Areas to its prior condition, or to a condition matching Licensor's surrounding land and improvements. Notwithstanding the preceding sentence, Licensee is not obligated to remove horizontal underground conduit, along with cables that are buried directly in the ground without conduits. Such work shall include revegetation and appropriate irrigation systems

for revegetated areas. Title to any and all personal property installed by Licensee upon the ROW that is not removed during that period shall automatically vest in Licensors. Licensors shall give Licensee One Hundred Twenty (120) calendar days' notice before requiring removal of the Plant. Title to the Plant or any portion thereof that is left in place shall not be deemed abandoned, and shall vest in Licensors only upon mutual written agreement or final judicial determination, without prejudice to Licensee's rights.

XI. INDEMNITY AND INSURANCE

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

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

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

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

11.1.3 Workers' Compensation. Such workers' compensation and similar insurance as is required by law and employer's liability insurance with a minimum limit of One Hundred Thousand Dollars (\$100,000.00) for each accident, One Hundred Thousand Dollars (\$100,000.00) disease for each employee, Five Hundred Thousand Dollars (\$500,000.00) policy limit for disease. All contractors and subcontractors

must provide like insurance.

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

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

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

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

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

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

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

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

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

11.3.7.1 Licensee shall be solely responsible for all such amounts.

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

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

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

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

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

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

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

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

11.4 Insurance Certificates. Licensee shall evidence all required insurance by furnishing to Licensors certificates of insurance and endorsements upon inception of this Agreement and with each change in insurance coverage. Certificates must evidence that the policy described by the certificate is in full force and effect and that the policy satisfies each requirement of this Agreement applicable to the policy. For example, certificates must evidence that Licensors and the other Additional Insureds are additional insureds. Certificates must be in a form acceptable to Licensors. Licensee shall provide updated certificates and endorsements at Licensors' request.

11.5 Acceptable Insurers. All insurance policies shall be issued by insurers acceptable to Licensors. At a minimum, all insurers shall be duly licensed (or

qualified unlicensed non-admitted insurer) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of B++ 6.

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

11.7 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Licensee (and all other persons using, acting, working or claiming through or for Licensee or this Agreement (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question)) shall jointly and severally indemnify, defend and hold harmless Licensor and all other Additional Insureds for, from and against any and all claims or harm related to Licensee's use of the ROW, or the rights granted to Licensee with respect to the ROW or Licensee's exercise of its rights under this Agreement (the "Indemnity"). Except as otherwise limited by this Agreement, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of any use of the ROW or other property related to this Agreement or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the ROW or surrounding areas related to this Agreement, including without limitation, claims, liability, harm or damages caused in part by Licensor or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence Licensee or Licensor may be liable. As a condition to Licensor's executing this Agreement, Licensee specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Licensee for any reason whatsoever, this

paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law. The Indemnity shall also include and apply to any environmental injury, personal injury or other liability relating to Licensee's use of real property under this Agreement. Notwithstanding the foregoing, the Indemnity does not apply to:

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

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

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

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

XII. CONDEMNATION

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

12.1 Termination for Condemnation. This Agreement shall terminate only as to the part taken on the date that is the earlier of the date title vests in the condemnor, or the date upon which the condemnor is let into possession, and shall remain in full force and effect as to the remaining Use Areas not taken.

12.2 Power to Condemn. Licensee acknowledges that Licensor and others from time to time may use the power to condemn the Use Areas or any interest therein or rights thereto. Licensor has not relinquished any right of condemnation or eminent domain over the Use Areas. Licensor does not warrant that Licensor will not condemn the Use Areas during the term of this Agreement, but Licensor does not presently have intentions to condemn the Use Areas.

12.3 Licensee's Facilities. In the event any of the Use Areas are condemned through an Eminent Domain action by Licensor, Licensee shall be compensated

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

XIII. DAMAGE TO USE AREAS

13. Damage to Use Areas. In the event of damage to or destruction of the Plant by fire, explosion, the elements, the public enemy, or other casualty not caused by Licensee's negligence or willful misconduct, Licensee shall commence restoring the casualty damage within thirty (30) calendar days. Licensee shall endeavor to complete the restoration work within one hundred and twenty (120) calendar days after commencing the restoration work, except where delayed by force majeure events, permitting delays, or supply chain constraints beyond Licensee's reasonable control. Licensee's restoration work shall be subject to the plans approval process and all other requirements for Licensee's Improvements. Licensee shall perform all restoration work to the extent covered by insurance proceeds or otherwise required under this Agreement, at Licensee's sole cost and expense. Upon Licensors request, Licensee shall provide to Licensors no later than the tenth (10th) calendar day after such request a written report of the progress of the restoration work.

XIV. LICENSEE'S RECORDS

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

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

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

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

ROW.

14.2 Records Inspection. Licensee shall:

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

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

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

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

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

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

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

14.7 Failure to Comply. If any time during the term of this Agreement or any renewal thereof, Licensee fails to cooperate and or comply with the terms of

this Section it shall be an Event of Default and Licensors may terminate this Agreement.

14.8 Proprietary Information. Certain information disclosed by Licensee to Licensors and clearly marked and identified as "Confidential", as required in this Agreement, shall be regarded as proprietary as to third parties. "Proprietary Information" shall mean any document or material clearly marked and identified as "Confidential". Such Proprietary Information shall include, but not be limited to any financial information, technical information, any customer names and lists, or other information pertaining to services provided to its customers. Proprietary Information may include information on the type of services Licensee is offering to its customers provided that in no event shall Licensee be obligated to disclose to Licensors any customer identifying information. Information that is already in the public domain shall not be considered Proprietary Information. If information within the public domain is included with Proprietary Information on the same document, the Licensors shall only disclose those portions within the public domain. Notwithstanding any provision in this License, Licensee acknowledges and understands that Licensors is subject to the disclosure requirements of Arizona's Public Records Law.

XV. COMPLIANCE WITH LAW

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

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

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

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

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

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

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

15.2.5 Licensors's rights and remedies hereunder for Licensee's failure to comply with all applicable Telecommunications Laws supplement, and are in addition to, and do not replace, otherwise existing powers of the City of Goodyear or any other governmental body.

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

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

15.4.1 Permission to Work in the ROW.

15.4.2 Permission to Alter City of Goodyear Improvements.

15.4.3 Permission to Obstruct Traffic.

15.4.4 Any other applicable permits regarding work in the ROW.

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

penalties, and other expenses which may be imposed, and from any lien thereof or sale or other proceedings to enforce payment thereof.

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

15.7 Use Area Regulations. Licensor reserves the right to adopt, amend and enforce against Licensee ordinances, rules, and regulations governing the operation of the Use Areas, Licensee's activities therein and thereon, and the public areas and facilities used by Licensee in connection therewith.

15.8 Permits. This Agreement does not relieve Licensee of the obligation to obtain permits, licenses, and other approvals from Licensor or other units of government that are required for the erection, construction, reconstruction, installation, operation, or maintenance of the Plant or provision of Telecommunications Services; or from compliance with applicable municipal codes, ordinances, laws, and policies, such as zoning and land use ordinances and regulations, pavement cut and restoration ordinances and regulations, subdivision and project improvement ordinances, curb cut permits, building permits, ROW permits and the like.

XVI. ASSIGNABILITY

16. Assignability. Licensee may not assign, sell or transfer its interest in this License without the Licensor's consent. Licensor's consent will not to be unreasonably withheld if the assignment is to an entity which acquires all or substantially all of Licensee's assets. Notwithstanding the foregoing, consent shall not be required if Licensee assigns or transfers the Agreement to an affiliated company which is owned, controlled or under common control with the same direct or indirect parent as Licensee.

XVII. MISCELLANEOUS

17. Miscellaneous. The following additional provisions apply to this Agreement:

17.1 Amendments. This Agreement may not be amended except by a formal writing executed by all of the parties.

17.2 Time of Essence. Time is of the essence of each and every provision of this Agreement.

17.3 Survival of Liability. All obligations of Licensee and Licensor hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this Agreement for any reason.

17.4 Severability. If any provision of this Agreement shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, then:

17.4.1 The invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of this Agreement.

17.4.2 This Agreement shall be automatically reformed to secure to the parties the benefits of the unenforceable provision, to the maximum extent consistent with law.

17.5 Conflicts of Interest. No officer, representative or employee of Licensor shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law.

17.6 No Partnership. This Agreement and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or similar relationship between the parties.

17.7 Non-liability of Officials and Employees. No official, representative or employee of Licensor shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by Licensor or for any amount which may become due to any party or successor, or with respect to any obligation of Licensor or otherwise under the terms of this Agreement or related to this Agreement.

17.8 Notices. Notices hereunder shall be given in writing delivered to the other party or mailed by registered or certified mail, return receipt requested, postage prepaid addressed to:

If to Licensor: City Manager City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395

Copy to: City Attorney City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395

If to Licensee: Bicentel LLC
825 Town & Country Ln, 12th Floor
Houston, TX, 77024
simon@c3ntro.com / raphael.missrie@c3ntro.com
480-847-7744

Copy to: Daniel Missrie
6767 N 7th St, Unit 215
Phoenix, AZ, 85014
daniel.missrie@c3ntro.com
480-847-7732

By notice from time to time, a person may designate any other street address within Maricopa County, Arizona as its address for giving notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) calendar days (excluding Saturday, Sunday, and legal holidays) after the notice is deposited in the United States mail.

17.9 Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, draft agreements, discussion outlines, correspondence, memoranda, and representation regarding the ROW.

17.10 Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Agreement was negotiated on the basis that it shall be construed according to its plain meaning and neither for nor against any party, regardless of their respective roles in preparing this Agreement. The terms of this Agreement were established in light of the plain meaning of this Agreement and this Agreement shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, which might otherwise favor Licensee.

17.11 Funding. This subparagraph shall control notwithstanding any provision of this Agreement or any exhibit or other agreement or document related hereto. If funds necessary to fulfill any Licensor obligations to make payments to Licensee under this Agreement are not appropriated by the Goodyear City Council, and Licensee does not postpone its right to such payment until funds are appropriated, Licensor may terminate this Agreement, by notice to Licensee. Licensor shall use best efforts to give notice of such a termination to Licensee at least thirty (30) calendar days prior to the end of Licensor's then current fiscal period. Termination in accordance with this provision shall not constitute a breach of this Agreement by Licensor. No person will be entitled to any compensation, damages or other remedy from Licensor if this Agreement is terminated pursuant to the terms of this subsection.

17.12 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.

17.13 No Third-Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement or shall have any right or cause of action

hereunder. Licensor shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Licensee), or otherwise as a result of the existence of this Agreement.

17.14 Exhibits. All Exhibits specifically stated to be attached hereto as specified herein are hereby incorporated into and made an integral part of this Agreement for all purposes.

17.15 Attorneys' Fees. If any action, suit or proceeding is brought by either party hereunder to enforce this Agreement or for failure to observe any of the covenants of this Agreement or to vindicate or exercise any rights or remedies hereunder, the prevailing party in such proceeding shall be entitled to recover from the other party such prevailing party's reasonable attorneys' fees and other reasonable litigation costs (as determined by the court (and not a jury) in such proceeding).

17.16 Choice of Law. This Agreement shall be governed by the internal laws of the State of Arizona without regard to choice of law rules. Licensor has not waived its claims procedures as respects this Agreement. Exclusive proper venue for any action regarding this Agreement shall be Maricopa County Superior Court or a Federal district court sitting in Maricopa County. Licensor and Licensee consent to personal jurisdiction in such courts.

17.17 Approvals and Inspections. All approvals, reviews and inspections by Licensor under this Agreement or otherwise are for Licensor's sole benefit and not for the benefit of Licensee, its contractors, engineers or other consultants or agents, or any other person.

17.18 Recording. This Agreement shall not be recorded.

17.19 Statutory Cancellation Right. In addition to its other rights hereunder, Licensor shall have the rights specified in A.R.S. § 38-511.

17.20 Immigration Requirements. To the extent applicable under A.R.S. § 41-4401, Licensee warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-Verify requirements under Arizona State Statutes. Licensee's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement.

17.21 No Israel Boycott. In accordance with federal law, by entering into this Agreement, Licensee certifies that it is not currently engaged in, and agrees that for the duration of this Agreement to not engage in a boycott of Israel.

Signatures on following pages.

EXECUTED as of the date first given above.

Bicentel, LLC,
a Florida limited liability company

By: _____

Salomon Cojab
Its: Vice President Infrastructure

CITY OF GOODYEAR,
an Arizona municipal corporation

By: _____

Bryan Langley
Its: City Manager

Attest:

City Clerk

Approved as to Form:

City Attorney

Exhibit A

Letter of Credit Standards

- Issued by a commercial bank acceptable to the City. The bank must meet the following *minimum* requirements:
 - o Chartered under the laws of the United States, any state thereof or the District of Columbia and which is insured by the Federal Deposit Insurance Corporation.
 - o Licensed lender in the State of Arizona.
 - o Long-term, unsecured and unsubordinated debt obligations are rated in the highest categories by either Moody's Investors Service, Inc. (Moody's) or Standard & Poor's Ratings Service (S&P) or their respective successors. Which Shall mean:
 - Moody's: Aaa, Aa1, Aa2, Aa3, A1 or A2
 - S&P: AAA, AA+, AA, AA-, A+ or A
 - o If at any time the Letter of Credit Issuer Requirements are not met, or if the financial condition of such issuer changes in any materially adverse way, as determined by the City in its sole discretion, then a replacement Letter of Credit which meets the requirements must be provided to the City within five (5) calendar days of receiving written notice from the City.

Letter of Credit Format

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

ITEM #: 6.
DATE: 09/14/2026
AI #:3431



CITY COUNCIL ACTION REPORT

SUBJECT: FIRE RESOURCE MANAGEMENT BUILDING UPDATE

STAFF PRESENTER(S): Paul Luizzi, Fire Chief; Tim Wayne, Deputy Fire Chief

SUMMARY

With the city of Goodyear's significant expansion and population growth over the past two decades, the Goodyear Fire Department has experienced similar growth in staffing, equipment, and facilities in order to meet the city's increased public safety needs. A new Fire Resource Management Facility is being developed to support the mission of the Goodyear Fire Department.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



SAFE &
VIBRANT
COMMUNITY



INFRASTRUCTURE

RECOMMENDATION

Council will receive an update on the development of a new Fire Resource Management Facility, including the project's schedule and budget. No Action will be taken. (Paul Luizzi, Fire Chief; Tim Wayne, Deputy Fire Chief)

FISCAL IMPACT

In November 2023, Goodyear voters approved a \$232 million General Obligation (GO) Bond initiative, which included authorization for \$80 million in funding for Public Safety facilities. The Fire Resource Management Facility project is currently budgeted at \$31.14 million and is planned to use the voter-approved General Obligation Bond authorization as its primary funding source.

BACKGROUND AND PREVIOUS ACTIONS

The Goodyear Fire Department (Fire) provides services to the public out of its eight fire stations located across the city. Over the next 5 years, Fire anticipates adding an additional 2 stations to meet the city's growing public safety needs.

Although Fire primarily operates out of its fire stations, the fire resource management program provides critical logistics support to the fire stations. The fire resource management program

helps facilitate the repair of fire communication equipment, manages all of the equipment and facilitates them getting repaired as well as repair and servicing of the air bottles that firefighters use in hazardous environments. In 1992, the fire resource management program began operating out of a portion of Fire Station 181 located at 14000 W. Yuma Road. In 2016, firefighters were moved out of the station to remediate environmental concerns in the building. A new Fire Station 181 at 450 N. 143rd Avenue was opened in 2021. During that time, the fire resource management program expanded to utilize the rest of the previous Fire Station 181 building. In order to support the growing needs of Fire, a purpose-built Fire Resource Management Facility was identified as a critical need and was included within the \$80 million Public Safety question as part of the November 2023 \$232 million GO Bond election.

With voter approval of the 2023 GO Bond Program, in fiscal year (FY) 2026, Council approved \$1.76 million in GO Bond funding to initiate the design of the Fire Resource Management Facility.

STAFF ANALYSIS

The location of the new fire resource management building on city-owned property will be centrally located in proximity to the fleet building. The 30,000-sq-foot working facility will provide easy access for the fire crews from across the city. In November 2023, Goodyear voters approved a \$232 million General Obligation (GO) Bond initiative, which included authorization for \$80 million in funding for Public Safety facilities.

The Fire Resource Management Facility project is currently budgeted at \$31.14 million and is planned to use the voter-approved General Obligation Bond authorization as its primary funding source. Design costs are \$1.76 million and will be completed by January 2027. Permits are planned to be completed by late spring 2027. Final budget for the project will be incorporated into FY2028 through the annual budget process. Construction will be completed in summer of 2028, and construction to begin in Fiscal Year 2028.

Since 1992, the city of Goodyear and the fire department have expanded from a single fire station to eight, and this growth underscores that facilities which once met our needs can no longer support the level of service expected over the next two decades. A recent evaluation of the old Fire Station 181 by facilities staff and fire department personnel found that the 34 -year-old building is inadequate to sustain the expanding Fire Resource Management Program. Although every available space within the station has been maximized, the continued rapid growth of the program requires a larger, purpose-built facility to support long-term, sustainable operations over the next 20 to 30 years. The 4 apparatus bays are full of reserve emergency vehicles and large equipment that cannot be stored in other parts of the facility. Each room in the building has a function and purpose for storing important equipment, that it was never contemplated for. However, the need for a climate-controlled environment has necessitated staff to be innovative in our approach to find storage for our equipment to include emergency medical services equipment, personnel protective equipment, and other firefighting equipment.

The City of Goodyear's growth from one to eight fire stations has outpaced the capabilities of the 34-year-old building, which is no longer adequate to support the expanding Fire Resource Management Program. Despite fully utilizing every available space, the station cannot meet long-term operational needs or provide appropriate climate-controlled storage for essential equipment. Therefore, staff recommend completing the building's design and beginning construction in FY28 to ensure sustainable operations for the next 20–30 years.

Attachments

Staff Presentation



Goodyear City Council Work Session

Fire Resource Management Building





Objectives

Fire Resource Management

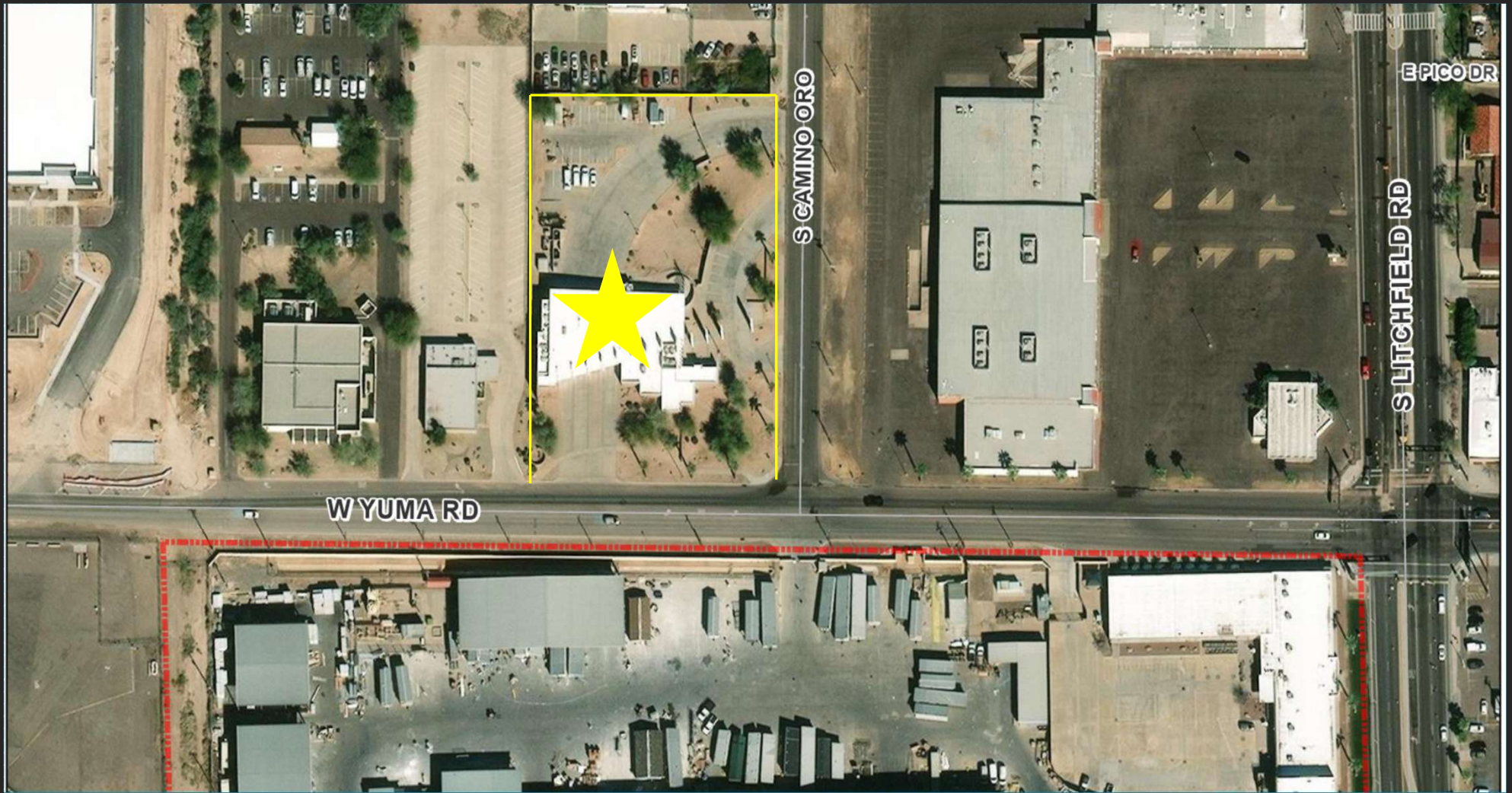
Overview

Design

Plan for Construction

Questions







Fire Resource Management Building

History of Resource Management

Since 1992 fire resource management has operated out of a small section of fire station 181

In 2016 firefighters moved out of the station, and they co-located with fire station 184 crew

Since 2017 resource management has expanded into the entire “old” 181 building

In May 2021 new fire station 181 opened

2023 GO Bond which included a Resource Management Building



Fire Resource Management Building “Old” Fire Station 181

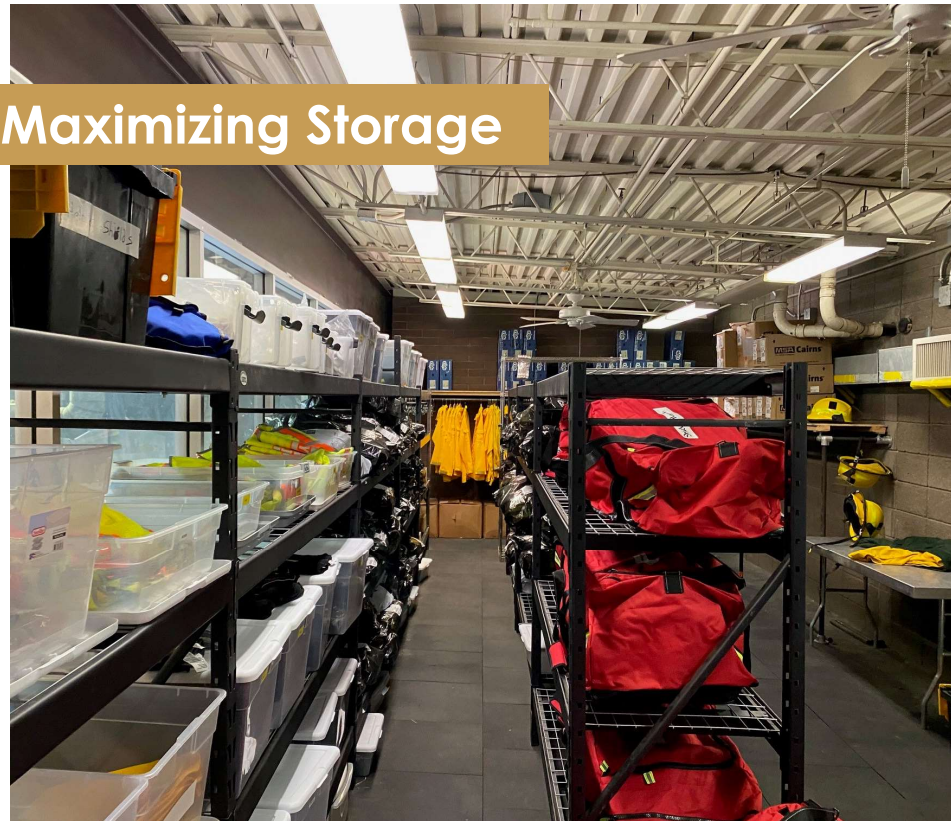


“Old” Fire Station 181

Maximizing Storage

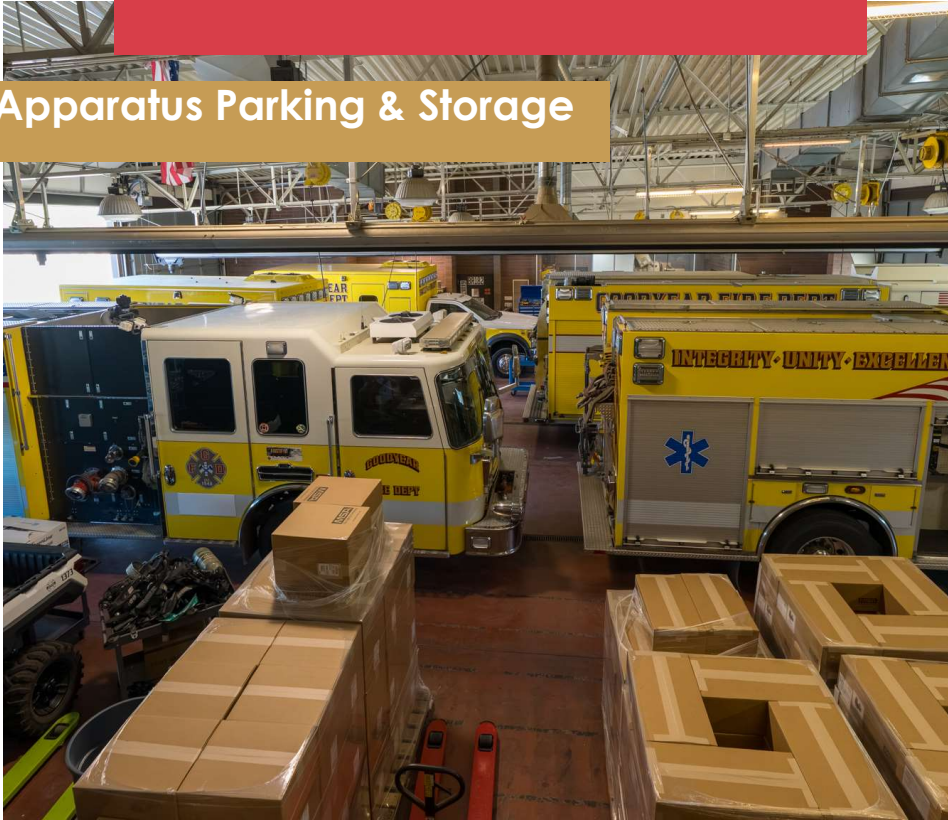


Maximizing Storage



Apparatus Storage

Apparatus Parking & Storage



Tight Spaces



Interior Storage

EMS Storage



Maximizing space



Interior Storage

Personal Protective Equipment Storage



Air Management Room





CIP Project #30015

Fire Resource Management Building



Vantor, City of Goodyear

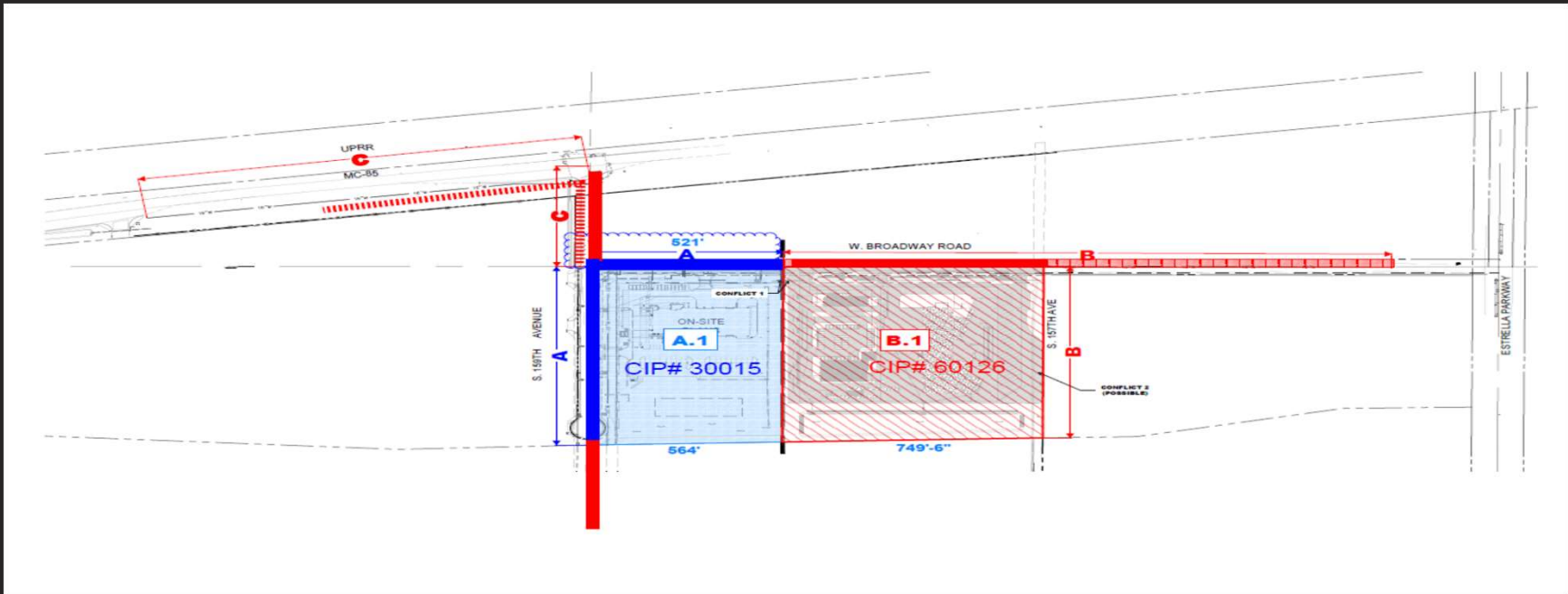
Fire Resource Management Building Location



CIP project #30015

Fire Resource Management Building

W Broadway Rd, south of MC 85





CIP Budget FY27 Request Fire Resource Management Building

2023 Voter Approved General Obligation Bond which included a Resource Management Building

CIP project #30015: \$31,140,000 (outside of the 5-year CIP)

Design: \$1.76M (approved FY26)

Construction: \$26.02M

Furniture, Fixture & Equipment: \$3.36M

- FF&E - \$965,000
- IT \$2.4M



Design

Fire Resource Management Building

Currently at 60% design

Comments in from Development Services-Planning

The solid waste facility will be the building to the east

Site access with solid waste facility project

Design completion estimated January 2027



Design

Fire Resource Management Building

Project description:

Design is a 30,000 SF working building which includes:

- Office space, training classroom, personal protective equipment & EMS storage, Wildland, Honor Guard, Decontamination, high rack storage, & apparatus storage(Reserves)

The team toured multiple partner sites to learn how best to approach project.

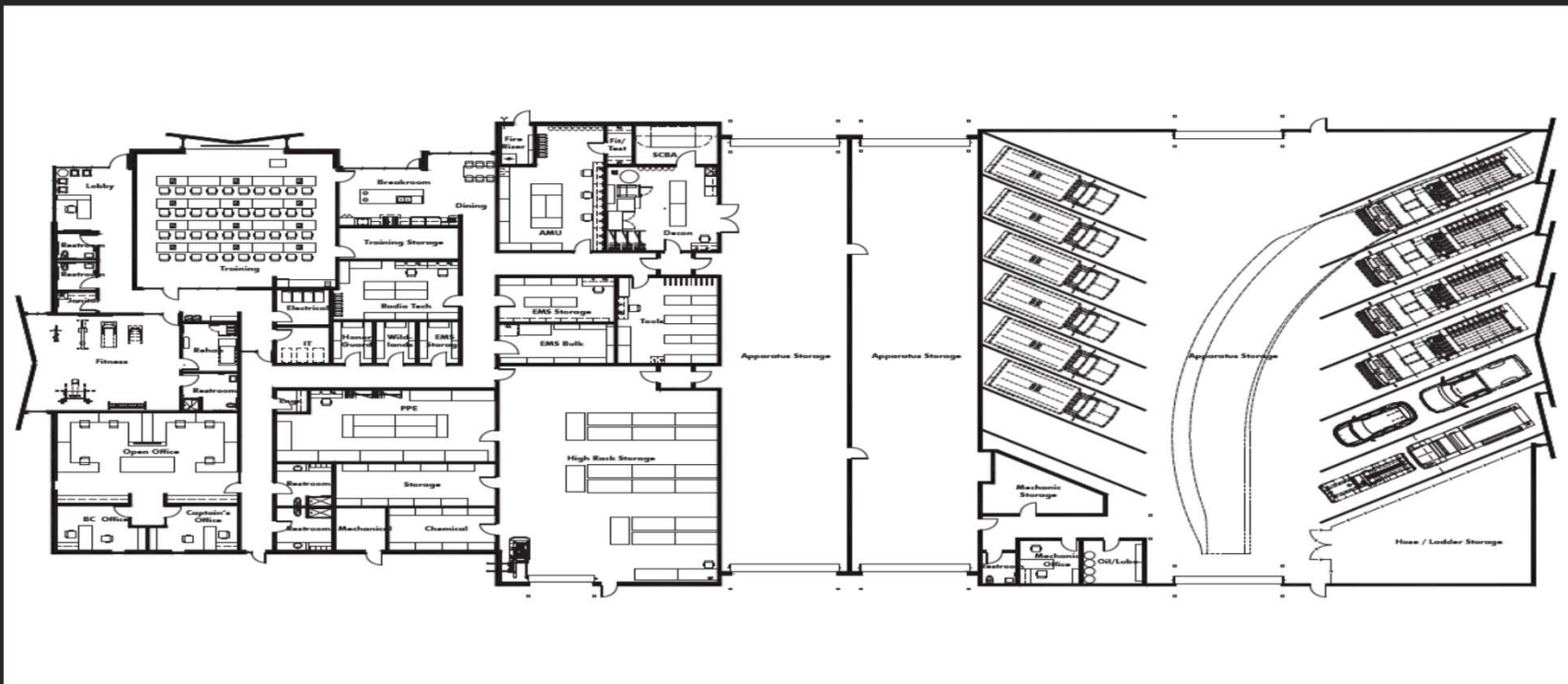


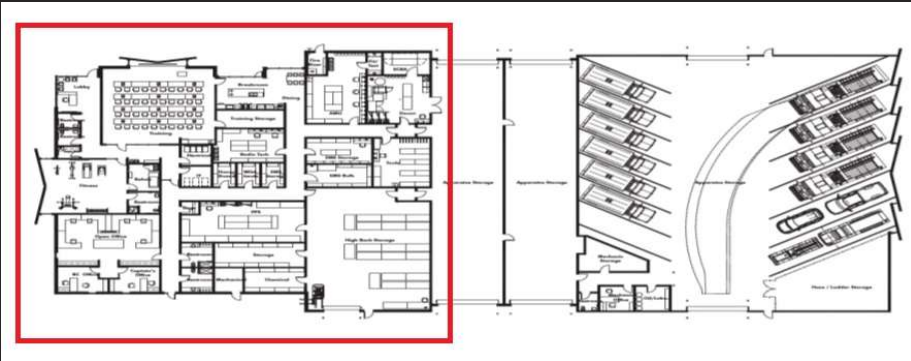
Design Exterior View Fire Resource Management Building





Design: Interior View Fire Resource Management Building









Next Steps Timeline

Fire Resource Management Building

CORE was selected as the CMAR

Design completed by January 2027

Permit Approval by Spring 2027

Construction begins July 2027

Construction duration is approximately 13 months.

- 12 months for construction
- 1 month for FF&E/move-in



Recommendation

Fire Resource Management Building

Continue and complete design of the fire resource management building and seek funding through the normal budget process and begin construction at the start of FY2028

ITEM #: 7.
DATE: 09/14/2026
AI #:3280



CITY COUNCIL ACTION REPORT

SUBJECT: STRATEGIC PLAN UPDATE: INCREASE CITY NON-POTABLE WATER USES

STAFF PRESENTER(S): David Lopez, Parks and Recreation Director; Barbara Chappell, Water Services Director

SUMMARY

The Parks and Recreation Department is evaluating opportunities to increase the use of non-potable water sources for park irrigation in alignment with the city's Strategic Plan. Staff will provide an overview of alternative water sources currently used throughout the park system, identify potential opportunities to transition additional locations from potable to non-potable water, and discuss key considerations, including water availability, supply reliability, infrastructure requirements, and cost.

The discussion will help staff identify feasible opportunities to reduce reliance on potable water while maintaining reliable irrigation for city parks and supporting the City of Goodyear's long-term water resource strategy.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Council will receive an update on efforts to increase the use of non-potable water sources for park irrigation and provide direction to staff regarding future evaluation and implementation opportunities. No action will be taken. (David Lopez, Parks and Recreation Director; Barbara Chappell, Water Services Director)

FISCAL IMPACT

There is no immediate fiscal impact associated with this item. As individual opportunities advance from evaluation to implementation, any necessary funding may be requested through the Capital Improvement Program (CIP) or through supplemental project submissions.

BACKGROUND AND PREVIOUS ACTIONS

On November 17, 2025, Council adopted the FY2026–2029 Strategic Plan, which includes an initiative to increase the use of non-potable water sources where feasible.

In response to this strategic direction, Parks and Recreation continued reviewing existing irrigation practices and identifying park locations that may be suitable for conversion from potable to non-potable water. This work session provides Council with an update on those efforts and an opportunity to provide direction before staff advances further evaluation of potential locations and water sources.

STAFF ANALYSIS

Parks and Recreation currently uses alternative water sources at several park facilities and is evaluating opportunities to expand their use where practical. Staff has identified six locations for further review based on factors such as proximity to existing infrastructure, potential water source availability, and anticipated irrigation needs:

- Goodyear Community Park
- Goodyear Recreation Campus, Phases I and II
- Rio Paseo Park
- Bullard Wash Park II
- Roscoe Dog Park
- Goodyear Ballpark

Potential water sources include Roosevelt Irrigation District (RID) water, City of Goodyear non-potable water, and Phoenix Goodyear Airport (PGA) South remediated water. The feasibility of using these sources will vary by location and will require additional coordination with water resources, utility providers, and other affected stakeholders.

Each location will be evaluated based on water availability, supply reliability, required infrastructure, water quality, operational considerations, and cost. Staff will also consider whether conversion can be coordinated with planned park improvements, irrigation system upgrades, or future Capital Improvement Program projects to reduce duplication of work and maximize available resources.

Following Council direction, staff will further evaluate the most viable opportunities and develop potential implementation strategies. Any project requiring additional funding will be brought forward through the appropriate budget or CIP process for Council consideration.

Attachments

Staff Presentation



Parks Water Strategy

Expanding Alternative Water Sources for Parks



Rio Paseo Park

Agenda

1. Strategic Plan Goal
2. Current Parks Water Use and Alternative Sources
3. Future Opportunities
4. Challenges
5. Cost Comparison
6. Path Forward



Rio Paseo Park



Rio Paseo Park

Strategic Plan Update

Increase City Non- Potable Water Uses

Develop strategies to transition Parks and Recreation Department's water usage to non-potable sources where possible.



Water Sources Used for Park Irrigation

Definitions of the water types referenced throughout this presentation

Water Type	Definition
Potable Water	Treated drinking water , used for both human consumption and irrigation.
Non-Potable Water	Water not intended for human consumption but suitable for uses such as landscape irrigation.
Reclaimed Water / Effluent (Non-potable)	Treated wastewater reused for non-drinking purposes such as landscape and park irrigation.
Irrigation District Water (RID) (Non-potable)	Non-potable water supplied through an irrigation district system.
Remediated Water (Non-potable)	Water recovered and treated through a remediation process for approved non-potable uses.



Water Sources by Name and Type

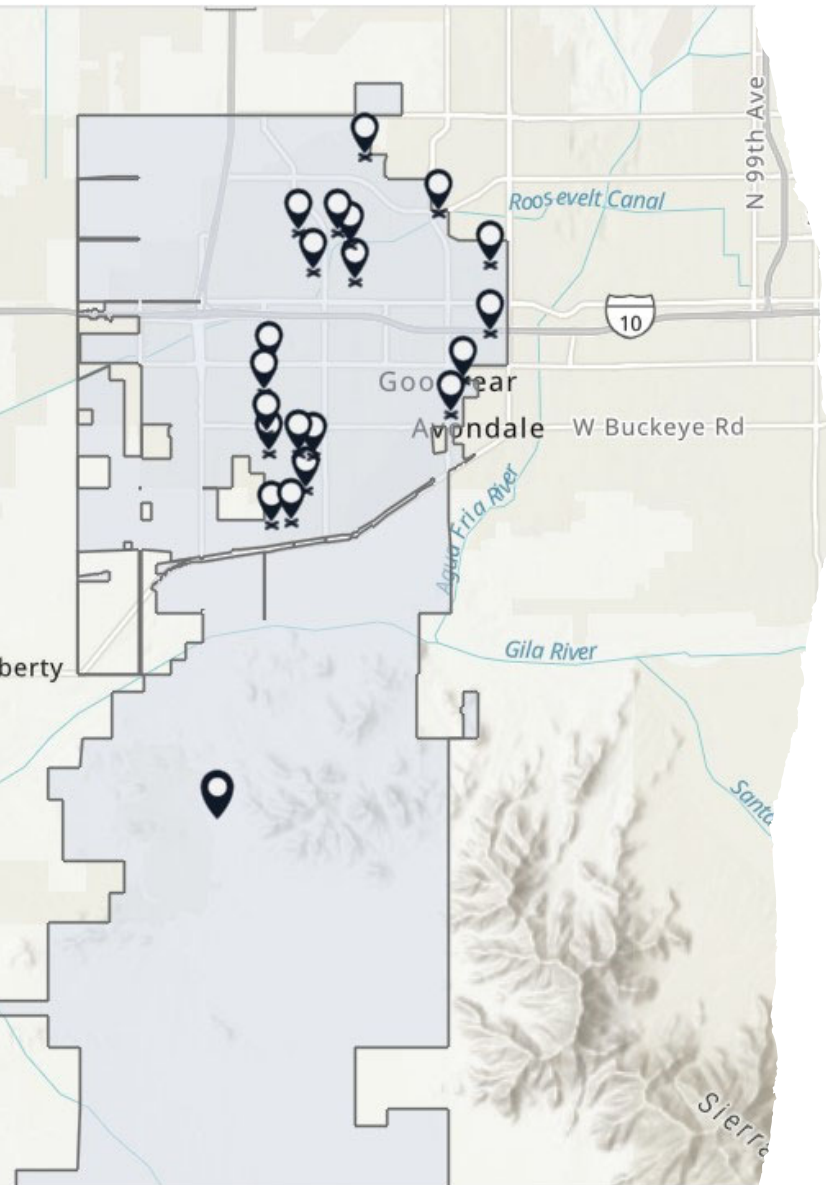
All current and potential irrigation water sources

Water Provider	Water Types Provided
City of Goodyear	Potable and Reclaimed
Phoenix-Goodyear Airport (PGA) South Superfund Site	Remediated water
Avondale School District Water	Well water
Liberty Utilities	Potable and Reclaimed/Effluent
Estrella	Reclaimed
Roosevelt Irrigation District (RID)	Irrigation district water

Strategic Plan Action: What Success Could Look Like

- Prioritize non-potable water opportunities
- Coordinate with water providers
- Evaluate cost, reliability, and feasibility
- Plan phased implementation
- Include non-potable water in future park projects





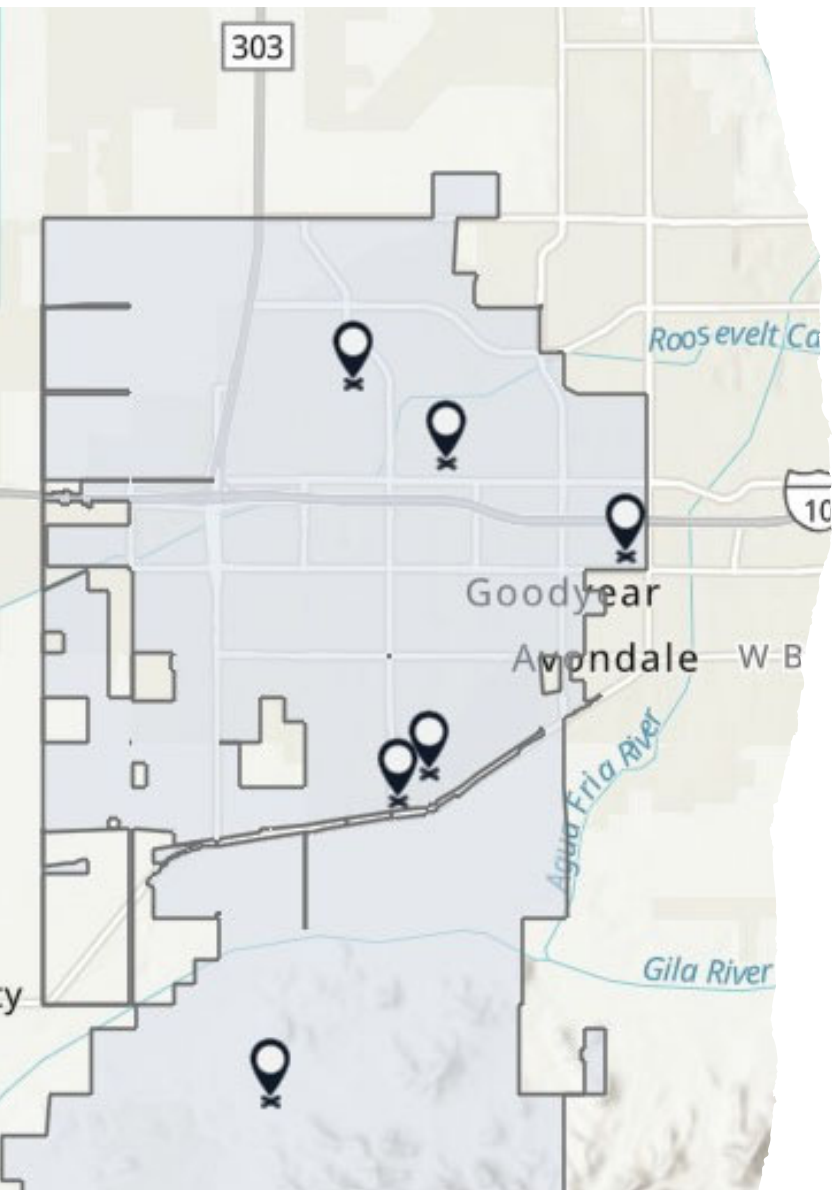
City Of Goodyear Parks

- **Community Parks (4)**
- **Neighborhoods Parks (11)**
- **Specialty Parks (6)**
- **Linear Parks (2)**



Current Alternative Water Sources

Alternative Water Sources in Use Today



Existing Alternative Water Locations:

- Foothills Community Park
- Loma Linda Park
- Rio Paseo Park
- Reds Development Complex
- Guardians Development Complex
- Bullard Wash Park II



Foothill Community Park

- Location: 12795 S. Estrella Pkwy
- Size: 19 acres for phase I
- Amenity: Sport Fields
- Water Use: Estrella non – potable water



Loma Linda Park



- Location: at 400 E. Loma Linda Blvd
- Size: 5 acres
- Amenity: Open park space
- Water Use: Well water Avondale School District



Rio Paseo Park

- Location: 15200 W. Virginia Ave
- Size: approximately 14 acres
- Amenity: Waterfall pond
- Water Use: Liberty Utilities non-potable water





Reds & Guardians Development Complexes



- Located south of Yuma Road and east of Estrella Parkway
- Overall Ballpark site: approximately 105 acres
- Part of the Goodyear Ballpark development
- Water Use: PGA South remediated water, City of Goodyear potable and reclaimed water.



Bullard Wash Park II

- Located along 152nd Ave, from McDowell Rd. to Virginia Ave.
- Size: 31 acres
- Amenity: Walking and biking pathway
- Water Use: Liberty Utilities non-potable water





Expanding Non-Potable Water: Acreage Impact

Citywide irrigated acreage: approximately 395 acres (255 park acres + 140 Ballpark acres)

CURRENT

27%

of park acreage on non-potable water

68 of 255 park acres today

PROPOSED

~74%

of irrigated acreage after conversion

293 of 395 acres

Key Message: Expand non-potable water use where reliable sources are available, reducing reliance on potable water for irrigation. Approximately 370 acre-feet of annual demand shifts to non-potable sources.



Current Water Challenges



Current Challenges



Reliability



Availability



Cost



Current Challenges

Reliability:

- Disruptions in service due to inability to meet quality levels required
- High salinity levels (primarily an issue with reclaimed water)



Current Challenges

Availability:

- Distribution demands vs. production rates or inability to distribute due to circumstantial restrictions (holding and distribution infrastructure required)
- Increasing demand for limited potable water reserved for human consumption



Current Challenges

Cost:

- High cost of potable water
- One-time cost of infrastructure for alternative sources



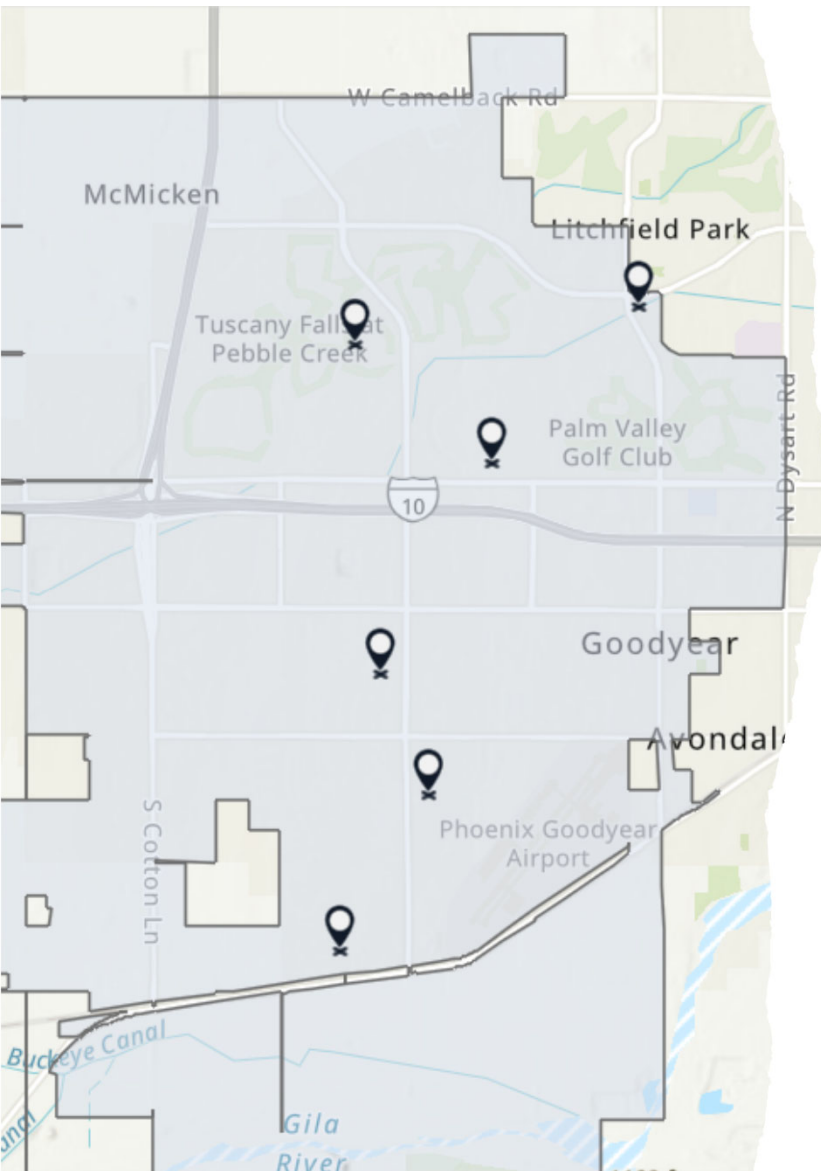
Future Opportunities



Future Opportunities

- Potential Roosevelt Irrigation District (RID) connections
- Potential city of Goodyear non-potable sources
- Potential PGA South





Opportunities:

- **Goodyear Community Park**
- **Goodyear Recreation Campus Phase I & II**
- **Rio Paseo Park**
- **Goodyear Ballpark**
- **Roscoe Dog Park**
- **Bullard Wash Park II**



Water Source Opportunities

Evaluation of candidate sites and supply options

Opportunities	Existing Water Source	Future Water Source	Location	Availability	Reliability	Lower Operational Cost
Goodyear Community Park	City of Goodyear potable water	RID	✓	✓	✓	
Goodyear Recreation Campus Phase I & II	City of Goodyear potable water	RID	✓	✓	✓	✓
Rio Paseo Park	Liberty Utilities Non-Potable Water	RID	✓	✓	✓	
Bullard Wash Park II	Liberty Utilities Non-Potable Water	RID	✓	✓	✓	
Roscoe Dog Park	City of Goodyear potable water	City of Goodyear non-potable water	✓	✓	✓	
Goodyear Ballpark	City of Goodyear potable water	PGA South	✓	✓	✓	✓



Cost Comparison



Water Source Cost Comparison

Potable and non-potable supply options with unit costs

Water Source	Cost per Acre-Foot	Comments
POTABLE SOURCES		
Potable Water	Up to \$2,900	Highest unit cost; treated municipal drinking water supply
NON-POTABLE SOURCES		
PGA South	No Cost	No-cost supply; lowest-cost option where location allows
Avondale Elementary District	\$57	Very low cost; availability tied to district agreement
Liberty Utilities – Effluent	\$430	Reclaimed effluent; moderate cost, not reliable supply
Estrella Non-Potable	\$1,140	Higher-cost non-potable option
RID Water	\$1,466	Highest-cost non-potable source; location serves park site within close proximity



Next Steps



Next Steps

Parks & Recreation Opportunities

Prioritize: Identify existing parks with opportunities for non-potable water sources as well as parks within the capital improvement program.

Coordinate: Partner with Water Resources and other utilities to confirm availability, infrastructure, and reliability.

Implement: Include non-potable water options in future park projects, renovations, and irrigation improvements.



Goodyear Recreation Campus



Questions?