



City Council Regular Meeting
City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395
Monday, November 4, 2024
5:00 p.m.

Mayor
Joe Pizzillo

Vice Mayor
Laura Kaino

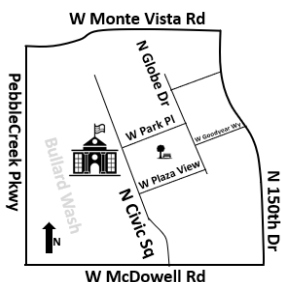
Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Brannon Hampton

Councilmember
Vicki Gillis



CITIZEN 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.2018-1879.



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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY VICE MAYOR KAINO

COMMUNICATIONS

1. **NASCAR CHAMPIONSHIP WEEKEND RECOGNITION PROCLAMATION**

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

2. **APPROVAL OF MINUTES
RECOMMENDATION**

Approve the October 28, 2024 Regular Meeting draft minutes. (Darcie McCracken, City Clerk)

3. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR
ELIXIR BAR & RESTAURANT
RECOMMENDATION**

Recommend approval of Application No. 304029 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Jennifer Lynn Tafoya has submitted this application for a New Series 12 liquor license for Elixir Bar and Restaurant, which is located at 633 S Estrella Parkway #105, Goodyear, Arizona 85338. (Darcie McCracken, City Clerk)

4. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE
FOR RUBIO'S FRESH MEXICAN GRILL #225
RECOMMENDATION**

Recommend approval of Application No. 308092 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Theresa June Morse has submitted this application for a New Series 12 liquor license for Rubio's Fresh Mexican Grill #225, which is located at 15479 W McDowell Rd. Suite 101, Goodyear, Arizona 85338. (Darcie McCracken, City Clerk)

5. **AUTHORIZATION OF THE EXPENDITURE OF CONSTRUCTION FUNDS FOR APPROVED CIP PROJECT #60075 – BULLARD WATER CAMPUS PRE-FILTER REPLACEMENT**

RECOMMENDATION

Authorize the expenditure of construction funds up to \$690,000 for Capital Improvement Program (CIP) Project #60075 – Bullard Water Campus Pre-Filter Replacement. (Anthony Dudley, Acting Water Services Director).

6. **ANNUAL ASSESSMENT FOR INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT**

RECOMMENDATION

Approve the expenditure of annual assessment payment for the IGA with Maricopa County Department of Emergency Management. (Brian Woodard, Emergency Manager)

7. **APPROVE RESOLUTION REFERRING CITY CHARTER AMENDMENTS TO THE VOTERS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2430 REFERRING QUESTIONS TO BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF GOODYEAR WITH RESPECT TO AMENDMENTS TO THE GOODYEAR CITY CHARTER, SAID QUESTIONS TO BE SUBMITTED TO THE VOTERS AT A CITY SPECIAL ELECTION TO BE HELD ON MAY 20, 2025. (Roric Massey, City Attorney)

PUBLIC HEARINGS

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

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

8. **ANNEXATION OF TWO PROPERTIES SOUTH OF W LOWER BUCKEYE ROAD FOR STREAM DATA CENTER (SDC I AND SDC II)**

RECOMMENDATION

1. ADOPT ORDINANCE NO. 2024-1619, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY .558 ACRES OF PROPERTY ALONG SOUTH LITCHFIELD ROAD, SOUTH OF WEST LOWER BUCKEYE ROAD, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, PROVIDING A CITY ZONING DESIGNATION OF AG AGRICULTURAL; PROVIDING AN EFFECTIVE DATE; AND DIRECTING THE CITY

CLERK TO RECORD A COPY OF THIS ORDINANCE AND TO PROVIDE A COPY TO THE CLERK OF THE BOARD OF SUPERVISORS OF MARICOPA COUNTY.

2. ADOPT ORDINANCE NO. 2024-1620, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 3.342 ACRES OF PROPERTY ALONG SOUTH LITCHFIELD ROAD, SOUTH OF WEST LOWER BUCKEYE ROAD, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, PROVIDING A CITY ZONING DESIGNATION OF AG AGRICULTURAL; PROVIDING AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE AND TO PROVIDE A COPY TO THE CLERK OF THE BOARD OF SUPERVISORS OF MARICOPA COUNTY.
(Guadalupe Ortiz Cortez, Senior Planner)

BUSINESS

9. **APPROVAL OF A FRANCHISE AGREEMENT WITH EPCOR WATER ARIZONA INC. FOR A SPECIAL ELECTION TO BE HELD MAY 20, 2025**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2431 APPROVING A FRANCHISE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND EPCOR WATER ARIZONA INC., ITS SUCCESSORS AND ASSIGNS, AND PLACING THE APPROVAL OF THE FRANCHISE AGREEMENT ON THE BALLOT OF A SPECIAL ELECTION TO BE HELD ON MAY 20, 2025, THAT GRANTS EPCOR WATER ARIZONA INC., ITS SUCCESSORS AND ASSIGNS THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE UPON, OVER, AND/OR ALONG THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF GOODYEAR, ARIZONA, AND FUTURE ADDITIONS THERETO, WATER DELIVERY AND WASTEWATER COLLECTION SYSTEMS WITH ALL NECESSARY APPURTENANCES, FOR THE PURPOSE OF SUPPLYING WATER AND COLLECTING WASTEWATER TO THE CITY, ITS SUCCESSORS, THE INHABITANTS THEREOF, AND PERSONS AND CORPORATIONS EITHER WITHIN OR BEYOND THE LIMITS THEREOF, FOR ALL PURPOSES, PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS IN RESPECT THERETO. (Roric Massey, City Attorney)

10. **APPROVAL OF A FRANCHISE AGREEMENT WITH LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP. FOR A SPECIAL ELECTION TO BE HELD MAY 20, 2025**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2432 APPROVING A FRANCHISE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP., ITS SUCCESSORS AND ASSIGNS, AND PLACING THE APPROVAL OF THE FRANCHISE AGREEMENT ON THE BALLOT OF A SPECIAL ELECTION TO BE HELD ON MAY 20, 2025 THAT GRANTS LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP., ITS

SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE UPON, OVER, AND/OR ALONG THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF GOODYEAR, ARIZONA, AND FUTURE ADDITIONS THERETO, WATER DELIVERY AND WASTEWATER COLLECTION SYSTEMS WITH ALL NECESSARY APPURTENANCES, FOR THE PURPOSE OF SUPPLYING WATER AND COLLECTING WASTEWATER TO THE CITY, ITS SUCCESSORS, THE INHABITANTS THEREOF, AND PERSONS AND CORPORATIONS EITHER WITHIN OR BEYOND THE LIMITS THEREOF, FOR ALL PURPOSES, PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS IN RESPECT THERETO. (Roric Massey, City Attorney)

11. **CALL OF SPECIAL ELECTION - MAY 20, 2025**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2427 CALLING A SPECIAL ELECTION FOR MAY 20, 2025; PROVIDING NOTICE OF A SPECIAL ELECTION; DESIGNATING THE DATE THAT VOTER REGISTRATION CLOSES; DESIGNATING THE PLACE AND BEGINNING AND ENDING DATES TO ACCEPT ARGUMENTS FOR AND AGAINST THE QUESTIONS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO ENTER INTO ALL AGREEMENTS TO EFFECTUATE ELECTION SERVICES; AND ORDERING THE CITY CLERK TO PUBLISH THE NOTICE OF ELECTION. (Darcie McCracken, City Clerk)

INFORMATION ITEMS

Comments, commendations, report on current events and presentations by Mayor, Councilmembers, staff or members of the public. The Council may not propose, discuss, deliberate or take any legal action on the information presented, pursuant to A.R.S. § 38-431.02.

- Reports from the Mayor and City Council
This may include current events and activities as well as requests for information or future agenda items.
- Report from the City Manager
This may include updates from events, staff summary, update of legislative issues, clarification on items being requested by City Council and Manager's update on Council Related Matters.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

November 18, 2024

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 10/30/2024 at 5:03 p.m. by VM.

ITEM #: 1.
DATE: 11/04/2024
AI #:2327



CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Mayor Pizzillo

SUBJECT:
NASCAR CHAMPIONSHIP WEEKEND RECOGNITION PROCLAMATION

ITEM #: 2.
DATE: 11/04/2024
AI #:2333



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the October 28, 2024 Regular Meeting draft minutes. (Darcie McCracken, City Clerk)

Attachments

October 28, 2024 Draft Regular Meeting minutes

City Council Regular Meeting

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



Monday, October 28, 2024	5:00 p.m.	Meeting Minutes
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CALL TO ORDER

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

ROLL CALL

Present: **Mayor Joe Pizzillo; Vice Mayor Laura Kaino; Councilmember Sheri Lauritano; Councilmember Bill Stipp; Councilmember Brannon Hampton; Councilmember Vicki Gillis**

Absent: **Councilmember Wally Campbell**

Staff Present: City Manager Wynette Reed; City Attorney Roric Massey; City Clerk Darcie McCracken

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Bill Stipp to EXCUSE Councilmember Campbell. The motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR PIZZILLO

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Karen Kinney, Goodyear resident and Mobile Elementary School District President, thanked the city for helping to secure a grant and expressed concerns with comments made during a meeting at the school in July.

Dennis Hudson, Goodyear resident, provided an update on recent conversations regarding the Mobile community.

CONSENT

MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Sheri Lauritano to APPROVE Consent Agenda items 1 through 6. The motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

1. APPROVAL OF MINUTES

Approve the October 7, 2024, Regular Meeting draft minutes. (Darcie McCracken, City Clerk)

2. APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY

RECOMMENDATION

Approve budget amendments and related expenditure authority. (Ryan Bittle, Finance Manager)

3. AUTHORIZATION OF THE EXPENDITURE OF CONSTRUCTION FUNDS FOR APPROVED CIP PROJECT #42061 – TRAFFIC SIGNAL 152ND AVENUE AND VAN BUREN STREET

RECOMMENDATION

Authorize the expenditure of construction funds up to \$1,396,700 for Capital Improvement Program (CIP) Project #42061 – Traffic Signal 152nd Avenue and Van Buren Street. (Steve Scinto, Director of Engineering)

4. VACATE A PORTION OF EL CIELO ROAD AND TERMINATE ADJACENT PUBLIC UTILITY EASEMENTS

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2428 DECLARING SECTIONS OF EL CIELO UNNECESSARY FOR PUBLIC ROADWAY, VACATING SUCH SECTIONS OF EL CIELO, AUTHORIZING THE TERMINATION OF PUBLIC UTILITY EASEMENTS ADJACENT TO THE SECTION OF EL CIELO BEING VACATED, PROVIDING FOR THE RECORDATION OF THE RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATES OF THE ABANDONMENT AND THE RESOLUTION. (Colton Blyle, Real Estate Specialist)

5. VACATE A PORTION OF S. 143RD AVENUE AND TERMINATE ADJACENT PUBLIC UTILITY EASEMENTS

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2429 DECLARING SECTIONS OF S. 143RD AVENUE UNNECESSARY FOR PUBLIC ROADWAY, VACATING SUCH SECTIONS OF S. 143RD AVENUE, AUTHORIZING THE TERMINATION OF PUBLIC UTILITY EASEMENTS ADJACENT TO THE SECTION OF S. 143RD AVENUE BEING VACATED, PROVIDING FOR THE RECORDATION OF THE RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATES OF THE ABANDONMENT AND THE RESOLUTION (Colton Blyle, Real Estate Specialist)

6. **FINAL PLAT OF ASCENT AT CANYON TRAILS**

RECOMMENDATION

Conditionally approve the Final Plat of Ascent at Canyon Trails, subdividing approximately 7.84 acres into 113 lots and 7 tracts, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

PUBLIC HEARINGS

7. **USE PERMIT FOR A DRIVE-THROUGH RESTAURANT (PANDA EXPRESS)**

Mayor Pizzillo opened the Public Hearing at 5:09 p.m.

Principal Planner Ann Dolmage reviewed the request for a use permit on a parcel within the Cottonflower Marketplace commercial center, explaining that a use permit is required due to the proximity of drive-through lanes to the nearby residential district. Ms. Dolmage discussed the plaza's ingress and egress, as well as the project's compliance with parking and drive-through queuing standards, confirming that the design aligns with area guidelines and is compatible with nearby commercial uses. She highlighted impacts to the project with the upcoming Loop 303 extension, including an Arizona Department of Transportation (ADOT) aesthetic design study and the addition of sound walls. She concluded that a neighborhood meeting was held on March 20, 2024, and the use permit was approved by the Planning and Zoning Commission on October 16, 2024.

There being no public comments, Mayor Pizzillo closed the Public Hearing at 5:15 p.m.

Council requested an update from ADOT regarding the design plans for Loop 303. Council also discussed possible concerns with the Loop 303 design, referencing the westbound ingress and egress for the plaza and its effects on the east side of Cotton Lane.

MOTION BY Councilmember Vicki Gillis, SECONDED BY Councilmember Bill Stipp to APPROVE the request for a Use Permit for a convenience use (drive-through restaurant) within five hundred (500) feet of a residential zoning district, on an approximately 1.2-acre parcel located at the southwest corner of Yuma Road and Cotton Lane (proposed Loop 303) zoned Planned Area Development (PAD), subject to stipulations. The motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

BUSINESS

8. **ADOPTION OF TRAFFIC SIGNAL CAMERA OPERATION AND RECORDING POLICY**

Director of Engineering Steve Scinto presented the traffic camera recording policy highlighting regulations on camera usage, video access and retention procedures. He clarified that no additional cameras need to be purchased and that, if the policy is adopted by Council, project implementation is projected to begin in November.

Council discussed the video recording retention period, costs associated with the video recordings and procedures for authorized use. Council also clarified that the video recordings are for public right-of-way and are separate from License Plate Reader equipment, expressing support for providing this resource to staff and the police department.

In response to Council inquiry, City Manager Wynette Reed explained that staff is still evaluating a Real Time Crime Center and once it is complete, staff will bring the information back to Council at a future date.

MOTION BY Councilmember Brannon Hampton, SECONDED BY Councilmember Sheri Lauritano to ADOPT the proposed Traffic Signal Camera Operation and Recording Policy. The motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

9. COMBINE CIP PROJECTS RELATED TO ROADWAY, INTERSECTION AND TRAFFIC SIGNAL IMPROVEMENTS ALONG YUMA ROAD AND ASSOCIATED BUDGET AMENDMENT

Director of Engineering Steve Scinto presented the request to combine the traffic signal installation at 165th Avenue and Yuma Road with roadway improvements along Yuma Road, from Canyon Trails to Sarival Road, into one project. Mr. Scinto explained that staff is requesting a budget amendment of \$3 million to cover the increase in construction costs, relocation of Roosevelt Irrigation District (RID) pipe and expenses related to the acquisition of the additional right-of-way.

Council discussed the scope of the project, and requested information on cost-sharing agreements or in-lieu fee payments for this project.

MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Brannon Hampton to AUTHORIZE combining CIP Project #42037 Yuma Road Canyon Trails to Sarival and CIP Project #42062 Traffic Signal 165th Avenue and Yuma into one project (CIP #42037), and to approve a budget amendment of \$3,000,000 and the expenditure of construction funds up to \$9,213,800 for the combined CIP Project #42037 – Yuma Road, Canyon Trails to Sarival. The motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

INFORMATION ITEMS

Council commented on Goodyear's Fall Festival held on October 26, and highlighted the new surgical robot at Abrazo West. Council also requested information regarding a "spitting ordinance".

City Manager Wynette Reed provided an update on the Make A Difference Day event that brought together over 300 volunteers, as well as Goodyear's Fall Festival, which attracted over 7,500 attendees.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

November 4, 2024	Council Meeting	5:00 p.m.
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ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 5:56 p.m.

Darcie McCracken, City Clerk

Joe Pizzillo, Mayor

Date: _____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on October 28, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2024.

SEAL:

Darcie McCracken, City Clerk

ITEM #: 3.
DATE: 11/04/2024
AI #:2268



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR ELIXIR BAR & RESTAURANT

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):

Jennifer Lynn Tafoya, Agent

SUMMARY

The applicant is requesting a recommendation of approval for a New Series 12 (Restaurant) liquor license.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Recommend approval of Application No. 304029 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Jennifer Lynn Tafoya has submitted this application for a New Series 12 liquor license for Elixir Bar and Restaurant, which is located at 633 S Estrella Parkway #105, Goodyear, Arizona 85338. (Darcie McCracken, City Clerk)

FISCAL IMPACT

The applicant paid the \$635 application fee for the liquor license per the Goodyear Municipal User Fee Schedule. The business will also contribute to the tax base of the community.

BACKGROUND AND PREVIOUS ACTIONS

A new Series 12 liquor license application was submitted by Ms. Tafoya on behalf of Elixir Bar and Restaurant. The establishment is presently operating under an interim permit that was issued by the Arizona Department of Liquor Licenses and Control (DLLC). A license applicant is granted an interim permit, which is a provisional authorization issued pursuant to A.R.S §4-203.01. This authorization permits the sale of spirituous liquor to continue while the application is pending. Existing licenses must be of the same series and location as

the pending application, with a maximum validity period of 105 days, to qualify.

The City Clerk's office received the application from the DLLC on September 11th, 2024, and the Public Hearing notice was posted on September 26th, 2024, to comply with Arizona Revised Statute §4-201(b). No petitions or protests from qualified persons were received during the comment period. The application was routed for approval to the Police Department and the Development Services Department (Code Compliance and Planning & Zoning), and the departments had no comments.

STAFF ANALYSIS

A Series 12 license is for a restaurant and is non-transferrable. This on-sale retail privileges liquor license allows the holder to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

DLLC requires license owners, agents, and managers actively involved in the day-to-day operations of the business to complete a state-approved management training course prior to the issuance of a liquor license. The owner has completed the Title 4 Basic & Management training. Managers and staff will monitor guest alcohol consumption through the licensed premises. The restaurant's policy is to require a valid ID for anyone who appears to be under the legal drinking age.

There are no licensed childcare facilities or K-12 schools within 300 feet of the location to comply with Arizona Revised Statutes §4-207. City Council's recommendation of "Approval", "Disapproval" or "No Recommendation" will be forwarded to the DLLC for consideration during their licensing review process.

Attachments

DLLC Local Governing Body Report
One Mile Report and Evaluation Map

State of Arizona
Department of Liquor Licenses and Control

Created 09/11/2024 @ 11:48:37 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	ELIXIR BAR AND RESTAURANT		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	633 S ESTRELLA PARKWAY #105 GOODYEAR, AZ 85338 USA		
Mailing Address:			
Phone:	(623)703-6909		
Alt. Phone:			
Email:	JENNIFER@ELIXIRAZ.COM		

AGENT

Name:	JENNIFER LYNN TAFOYA
Gender:	Female
Correspondence Address:	19658 W HARRISON STREET BUCKEYE, AZ 85326 USA
Phone:	(602)290-9956
Alt. Phone:	
Email:	JENNIFER@ELIXIRAZ.COM

OWNER

Name:	TAFOYAGEN, LLC		
Contact Name:	JENNIFER LYNN TAFOYA		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23689101	State of Incorporation:	AZ
Incorporation Date:	06/12/2024		
Correspondence Address:	19658 W HARRISON STREET BUCKEYE, AZ 85326 USA		
Phone:	(602)290-9956		
Alt. Phone:			
Email:	JENNIFER@ELIXIRAZ.COM		

Officers / Stockholders

Name:	Title:	% Interest:
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TIMOTHY NICHOLAS TAFOYA	Member	41.00
JENNIFER LYNN TAFOYA	Member	41.00
BLAINE THOMAS RICHARDSON	Member	10.00
DEVIN JAY RENNER	Member	8.00

TAFOYAGEN, LLC - Member

Name: JENNIFER LYNN TAFOYA
 Gender: Female
 Correspondence Address: 19658 W HARRISON STREET
 BUCKEYE, AZ 85326
 USA
 Phone: (602)290-9956
 Alt. Phone:
 Email: JENNIFER@ELIXIAZ.COM

TAFOYAGEN, LLC - Member

Name: BLAINE THOMAS RICHARDSON
 Gender: Male
 Correspondence Address: 19658 W HARRISON STREET
 BUCKEYE, AZ 85326
 USA
 Phone: (623)256-0048
 Alt. Phone:
 Email: BLAINETRICHARDSON@GMAIL.COM

TAFOYAGEN, LLC - Member

Name: TIMOTHY NICHOLAS TAFOYA
 Gender: Male
 Correspondence Address: 19658 W HARRISON STREET
 BUCKEYE, AZ 85326
 USA
 Phone: (602)290-9956
 Alt. Phone:
 Email: KID.DYNAMITE27@GMAIL.COM

TAFOYAGEN, LLC - Member

Name: DEVIN JAY RENNER
 Gender: Male
 Correspondence Address: 19658 W HARRISON STREET
 BUCKEYE, AZ 85326
 USA
 Phone: (701)870-2525
 Alt. Phone:
 Email: RENNER25@ICLOUD.COM

APPLICATION INFORMATION

Application Number: 304029
 Application Type: New Application

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
 Yes
 What date are you taking ownership? Please upload the Interim Permit Notary page when you reach the upload page.
 6/8/2024 - started process
- 2) Are you one of the following? Please indicate below.
 Property Tenant
 Subtenant
 Property Owner
 Property Purchaser
 Property Management Company
 Subtenant
- 3) Is there a penalty if lease is not fulfilled?
 Yes
 What is the penalty?
 personal guaranty
- 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.
 100,000 Ryan Chonka
- 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?
 No
- 9) What type of business will this license be used for?
 Full Dine in Restaurant

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
QUESTIONNAIRE	Blaine.pdf	08/01/2024
DIAGRAM/FLOOR PLAN	Floor Plan.pdf	08/01/2024
INTERIM PERMIT NOTARY PAGE	INP.pdf	08/01/2024
QUESTIONNAIRE	Jennifer.pdf	08/01/2024
ORGANIZATIONAL DOCUMENTS	lease.pdf	08/01/2024
ORGANIZATIONAL DOCUMENTS	license app.pdf	08/01/2024
ORGANIZATIONAL DOCUMENTS	LLC Papers.pdf	08/01/2024
MENU	Menus.pdf	08/01/2024
RESTAURANT OPERATION PLAN	Operation Plan.pdf	08/01/2024

RECORDS REQUIRED FOR AUDIT	Records page.pdf	08/01/2024
QUESTIONNAIRE	Tim.pdf	08/01/2024
	updated info DLLC.pdf	08/09/2024

State of Arizona
Department of Liquor Licenses and Control

Created 09/11/2024 @ 11:49:10 AM

Local Governing Body Report

LICENSE

Number:	INP070029754	Type:	INP INTERIM PERMIT
Name:	ELIXIR BAR AND RESTAURANT		
State:	Active		
Issue Date:	09/11/2024	Expiration Date:	12/25/2024
Original Issue Date:	09/11/2024		
Location:	633 S ESTRELLA PARKWAY #105 GOODYEAR, AZ 85338 USA		
Mailing Address:			
Phone:	(623)703-6909		
Alt. Phone:			
Email:	JENNIFER@ELIXIRAZ.COM		

AGENT

Name:	JENNIFER LYNN TAFOYA
Gender:	Female
Correspondence Address:	19658 W HARRISON STREET BUCKEYE, AZ 85326 USA
Phone:	(602)290-9956
Alt. Phone:	
Email:	JENNIFER@ELIXIRAZ.COM

OWNER

Name:	TAFOYAGEN, LLC		
Contact Name:	JENNIFER LYNN TAFOYA		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23689101	State of Incorporation:	AZ
Incorporation Date:	06/12/2024		
Correspondence Address:	19658 W HARRISON STREET BUCKEYE, AZ 85326 USA		
Phone:	(602)290-9956		
Alt. Phone:			
Email:	JENNIFER@ELIXIRAZ.COM		

Officers / Stockholders

Name:	Title:	% Interest:
-------	--------	-------------

TIMOTHY NICHOLAS TAFOYA	Member	41.00
JENNIFER LYNN TAFOYA	Member	41.00
BLAINE THOMAS RICHARDSON	Member	10.00
DEVIN JAY RENNER	Member	8.00

TAFOYAGEN, LLC - Member

Name: JENNIFER LYNN TAFOYA
 Gender: Female
 Correspondence Address: 19658 W HARRISON STREET
 BUCKEYE, AZ 85326
 USA
 Phone: (602)290-9956
 Alt. Phone:
 Email: JENNIFER@ELIXIAZ.COM

TAFOYAGEN, LLC - Member

Name: BLAINE THOMAS RICHARDSON
 Gender: Male
 Correspondence Address: 19658 W HARRISON STREET
 BUCKEYE, AZ 85326
 USA
 Phone: (623)256-0048
 Alt. Phone:
 Email: BLAINETRICHARDSON@GMAIL.COM

TAFOYAGEN, LLC - Member

Name: TIMOTHY NICHOLAS TAFOYA
 Gender: Male
 Correspondence Address: 19658 W HARRISON STREET
 BUCKEYE, AZ 85326
 USA
 Phone: (602)290-9956
 Alt. Phone:
 Email: KID.DYNAMITE27@GMAIL.COM

TAFOYAGEN, LLC - Member

Name: DEVIN JAY RENNER
 Gender: Male
 Correspondence Address: 19658 W HARRISON STREET
 BUCKEYE, AZ 85326
 USA
 Phone: (701)870-2525
 Alt. Phone:
 Email: RENNER25@ICLOUD.COM

APPLICATION INFORMATION

Application Number: 304040
Application Type: New Application
Created Date: 08/01/2024

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
- 2) Is the license currently in use?
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?

SECTION 5 Interim Permit

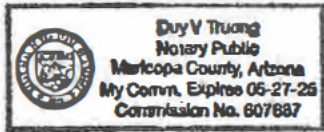
If you intend to operate business while the application is pending, you will need an interim permit pursuant to A.R.S. §4-203.01. For approval of an interim permit: There must be a valid license of the same series currently issued to the location.

- 1. Current license number at the location: C1207002751da 2. Is the license currently in use? Yes No
- 2. If the license is **NOT** currently in use, how long has it been since the license was last used at this location? _____

I (Print Full Name) PAW CHONKA hereby declare that I am the Current Owner, Agent, or Controlling Person on the stated license and location.

Sign in front of Notary: [Signature]
(Current Agent/Individual as listed on the license certificate)

State of ARIZONA
 County of MARICOPA
 Signed before me on this 16th day of JULY, 2021
 Notary Signature [Signature]
 My commission expires on 5/27/2025



Notary Seal

SECTION 6 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

- 1. If the applicant is an entity, and not an individual, answer questions 1 a-b.
 - a) Date Incorporated/Organized: 6/24/24 State where Incorporated/Organized: AZ
 - b) AZ Corporation or AZ L.L.C. Entity No: 23689101 Approval Date: 6/12/24

2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
Tafexa	Jennifer	Lynn	Member	41%	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Tafexa	Timothy	Nicholas	Member	41%	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Richardson	Blaine	Thomas	Member	10%	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Renner	Devon	Jay	Member	8%	[Redacted]	[Redacted]	[Redacted]	[Redacted]

(Attach additional sheet if necessary)



Interim Permit (INP) Notary Page

FOR DLIC USE ONLY	
INP number:	INP 670029784
Date Approved:	9/11/24
Expiration:	12/28/24
CSR:	1A
Fee:	\$100.00

SECTION 5 page 2 of the license application

For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for, **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S.§4-203.01(A)

1. Enter license number currently at the location: 012070027566

2. Is the license currently in use? Yes No If no, how long has it been out of use? _____

I, (Print Full Name) RYAN CHONKA hereby declare that I am the Individual, Owner, Agent, or Controlling Person on the stated license and location.

Signature: [Handwritten Signature]

State of <u>ARIZONA</u> County of <u>MARICOPA</u> Signed before me on this <u>10</u> day of <u>JULY</u> , 20 <u>24</u> Notary Signature <u>[Handwritten Signature]</u> My commission expires on <u>5/27/2025</u>	<div data-bbox="1052 1528 1372 1654" data-label="Image"></div> <p>Notary Seal</p>
--	---

Tasayaten LLC - 6335 Estrella Pkwy
Goodyear, AZ 85338

3740 sq ft

1 floor only

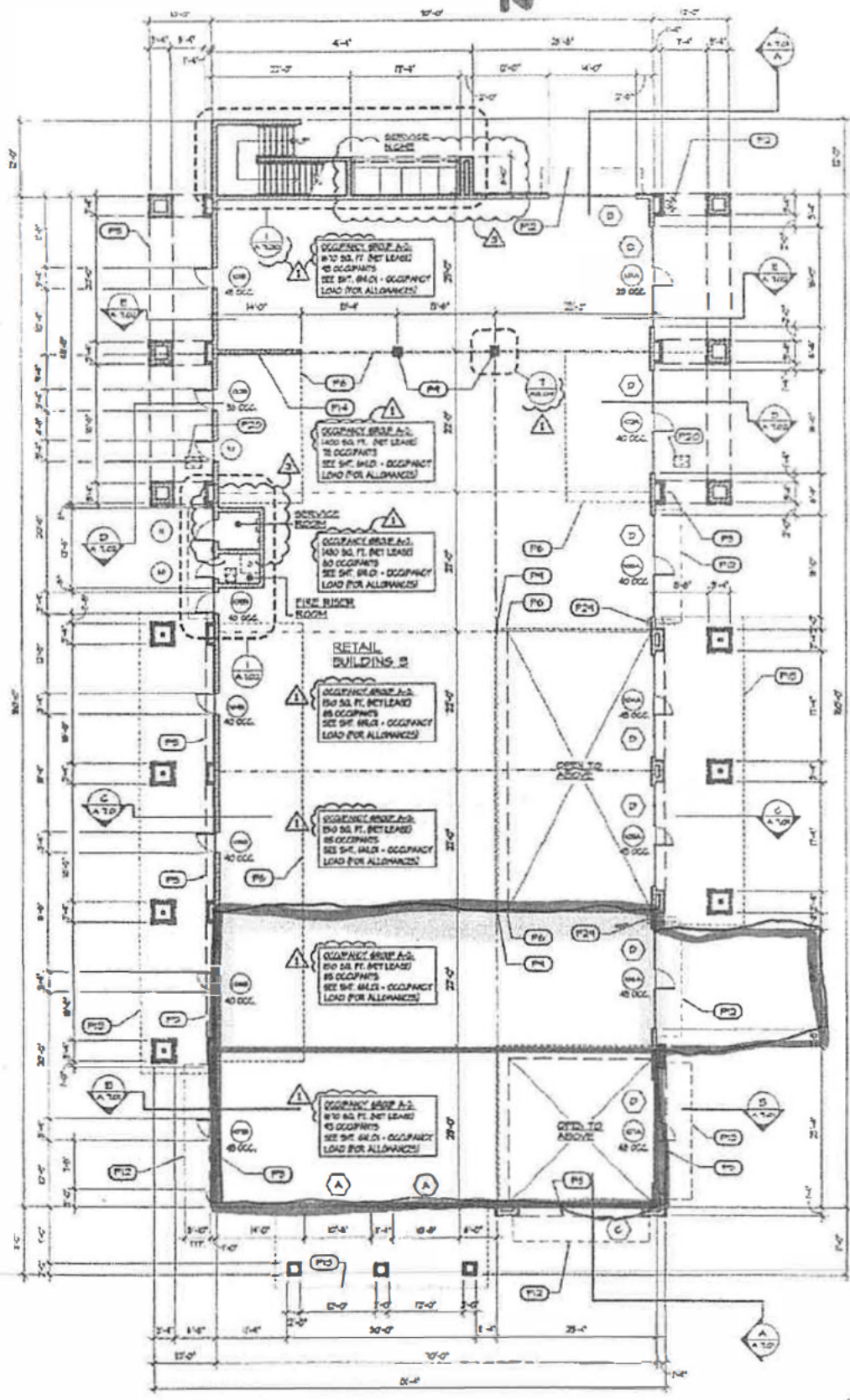
walls



Series 1d - Latoya LLC with Eliza Lee LLC
 633-S Estrella Hwy #105 Glendale, AZ 85338

N

Exhibit A
 Suite 3 105
 3,740 SF
 N. Dub. Pizza Pub
 Elixir



BUILDING 3 - 1ST FLOOR PLAN

SCALE: 3/32" = 1'-0"

2007.11.01-2.03

1

12.18.11 10:41 AM

W

AS



RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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

Type or Print with **Black Ink**

1. Name of restaurant (Please print):

Elixir Bar & Restaurant

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	Lang Flattop. 224776 - VL - NATE
Oven	Lincoln pizza oven - 1116 - 000 - K1537
Freezer	True - T 49 F - HC
Refrigerator	True - T 49 - HC
Sink	3 compartment - Gridman
Dish Washing Facilities	"3 compartment - Gridman"
Food Preparation Counter (Dimensions)	13' x 14'
Other	

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

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

(Do not include kitchen, bar, hi-top tables, or game area.) 90 %

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

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

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

a) Restaurant dining area of your premises: [88]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 15]

TOTAL [= 103]

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.)

6 - TV's
1 - pool table

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

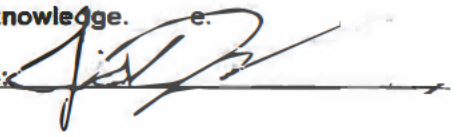
If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

DJ 1 x a week
Karaoke 1 x a week
Live Band 1 x a week
Trivia 1 x a week

10. List number of employees for each position:

Position	How many
Cooks	7
Bartenders	5
Hostesses	1
Managers	2
Servers	7
Other ()	
Other ()	
Other ()	

I, (Print Full Name) Jennifer Tafaya 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: 

Beverages

- Coke \$3.00
- Orange soda \$3.00
- Dr.Pepper \$3.00
- Diet Coke \$3.00
- Coke Zero \$3.00
- Sprite \$3.00
- Root beer \$3.00
- Lemonade \$3.00
- Tea \$3.00
- Coffee \$3.00
- Hot tea \$3.00
- Cranberry juice \$4.00
- Orange juice \$4.00
- Grapefruit juice \$4.00
- Clamato \$4.00

FINGER FOODS

- BUFFALO CHICKEN WRAP 1/2
- CHICKEN CEASAR WRAP 1/2
- CHICKEN TENDERS 1/4
- V QUESADILLA 9
- V BASKET OF FRIES 6

B.Y.O.Burger

ALL BURGERS INCLUDE LETTUCE, TOMATO, CHEESE ON A BRIOCHE BUN.
PLUS YOUR CHOICE OF 2 TOPPINGS. ADDITIONAL TOPPINGS \$1.
INCLUDES FRENCH FRIES

- PROTEIN 1/3 LB BEEF PATTY 75 GRILLED CHICKEN 75
- MAKE IT A DOUBLE 4 V BEYOND MEATLESS 14

CHEESE

- | | |
|------------|------------|
| CHEDDER | AMERICAN |
| GRUYERE | MOZZARELLA |
| PEPPERJACK | PROVOLONE |
| SWISS | |

TOPS

- | | |
|---------|-----------|
| ONIONS | MUSHROOMS |
| BACON | PICKLE |
| ARUGULA | JALAPEÑOS |

SAUCEY

- | | |
|------------|--------------|
| KETCHUP | MUSTARD |
| MAYONNAISE | GARLIC AIOLI |

SIGNATURE BURGERS

- ELIXIR DELUXE 15
- 1/3 LB BEEF PATTY, SAUTÉED MUSHROOMS, ACID GRUYERE CHEESE, CARAMELIZED ONIONS, BABY ARUGULA, GARLIC AIOLI, SERVED WITH FRIES
- MUSHROOM SWISS 15
- 1/3 LB BEEF PATTY, SAUTÉED CREMINI MUSHROOMS, SWISS CHEESE, ON A BRIOCHE BUN, SERVED WITH FRIES.
- GREEN CHILI BURGER 15
- 1/3 LB BEEF PATTY, ROASTED HATCH GREEN CHILIES, CHEDDER CHEESE, MAJO, ON A BRIOCHE BUN, SERVED WITH FRIES.



Elixir
BAR & RESTAURANT

633 S. ESTRELLA PKWY #105
GOODYEAR, AZ 85338
623-703-4909

SANDWICHES

- V GRILLED CHEESE 11
CHEDDAR, GRUYERE, AND MOZZARELLA
- TUNA MELT 13
- ELIXIR'S TUNA SALAD TOPPED WITH CHEDDAR CHEESE
- BLT WITH AVOCADO 12
- HARDWOOD SMOKED BACON, CRISPY LETTUCE, BEEFSTEAK TOMATO TOPPED WITH AVOCADO
- BURGER MELT 13
- 1/3 LB BEEF PATTY, CARAMELIZED ONIONS, TEXAS TOAST, CHEDDAR CHEESE
- CHICKEN BACON CHEDDAR MELT 12
- GRILLED CHICKEN, ROASTED RED PEPPERS, GRILLED ONIONS
- CHICKEN PESTO SAMMY 15
- GRILLED CHICKEN BREAST, PROVOLONE CHEESE, TOMATO, ARUGULA AND PESTO SAUCE

KIDS MENU

- 12 AND UNDER PLEASE 9
- CHOICE OF ENTREE, ONE SIDE, DRINK, AND ICE CREAM. SGOOP INCLUDED
- ENTRÉES
- GRILLED CHEESE
- MAC N CHEESE
- QUESADILLA
- CHICKEN TENDERS
- SPAGHETTI
- SIDES
- FRENCH FRIES
- MASHED POTATOES
- FRUIT

STARTERS

CHIPS AND COWBOY CAVIAR 7

HOUSE MADE CHIPS AND A BLEND OF PEPPERS, BEANS, AVOCADO, AND CORN

V FRIED MUSHROOMS 7

FRIED MUSHROOMS SERVED WITH MARINARA

V MOZZARELLA STICKS 7

BEER BATTERED MOZZARELLA STICKS SERVED WITH MARINARA

SHRIMP AND SAUSAGE SKEWERS 15

ANDOUILLE SAUSAGE, TAIL ON SHRIMP SERVED WITH SIRACHA AIOLI

WINGS 14

BUFFALO, PARMESAN GARLIC, SALT AND PEPPER, HOT HONEY, BBQ

V PRETZELS WITH BEER CHEESE 12

BAVARIAN PRETZELS SERVED WITH BEER CHEESE AND SPICY BROWN MUSTARD

★ BRUSCHETTA TRIO 13

ELIXIR MAGICAL TRIO
NACHOS 12

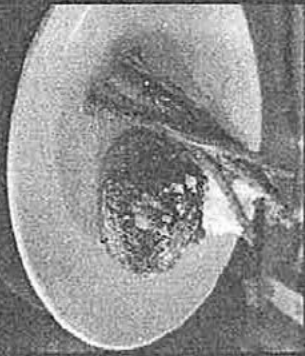
HOUSE MADE CHIPS TOPPED WITH NACHO CHEESE, TOMATOES, BLACK OLIVES, GREEN ONION, SOUR CREAM
CHICKEN 3 GROUND BEEF 3

V CAPRESE 12

BEEFSTEAK TOMATOES, SLICED MOZZARELLA, FRESH BASIL, DRIZZLED WITH BALSAMIC GLAZE

★ HANGING BACON AND EGGS 13

HARDWOOD SMOKED BACON SERVED IN A HOUSE MADE GLAZE
DEVILED EGGS AND SMOKED ROSEMARY



ENTREES

★ ELIXIR CHOPHOUSE 25

8OZ TOP SIRLOIN, SERVED WITH GARLIC MASHED POTATOES AND SEASONAL VEGETABLES

♥ SPICY ANDOUILLE SHRIMP PASTA 20

ANDOUILLE SAUSAGE, SHRIMP, ROASTED RED PEPPERS, SWEET CORN, ONIONS, GARLIC CAJUN Alfredo, PENNE PASTA, SERVED WITH GARLIC BREAD

★ CEDAR ROASTED SALMON 21

6 OZS OF COHO SALMON, ROASTED ATOP A PLANK OF CEDAR, SERVED WITH RICE AND SEASONAL VEGETABLE DRIZZLED WITH HOT HONEY

MUSHROOM RAVIOLI 19

FIVE MUSHROOM FILLED RAVIOLI SAUTEED WITH CREAMY MUSHROOMS ALFREDO SAUCE, SERVED WITH GARLIC TOAST.

SALADS

V CAESAR SALAD 10

ROMANE LETTUCE, CROUTONS, PARMESAN CHEESE
SIDE SALAD 5

V HOUSE SALAD 10

ROMANE LETTUCE, CROUTONS, TOMATO, CUCUMBER
SIDE SALAD 5

★ ELIXIR SALAD 16

ROMANE LETTUCE, CROUTONS, TOMATO, CUCUMBER, SHREDDED CARROTS, BACON, BLUE CHEESE CRUMBLES, EGG, HAM, CHICKEN, AVOCADO

FLATBREADS

BUFFALO CHICKEN 18

SEASONED GRILLED CHICKEN ARRANGED ON A CRISP FLATBREAD WITH TANGY BUFFALO SAUCE AND TOPPED WITH GREEN ONIONS, BLUE CHEESE CRUMBLES AND A DRIZZLE OF RANCH

★ CHICKEN BACON RANCH 18

SEASONED CHICKEN, SMOKY BACON, AND A DECADENT DRIZZLE OF CREAMY RANCH DRESSING, ALL PERFECTLY LAYERED ON A CRISP, GOLDEN FLATBREAD

CLASSIC PEPPERONI 16

AN IRRESISTIBLE COMBINATION OF VIBRANT MARINARA SAUCE, MELTED SHREDDED MOZZARELLA, AND SAVORY PEPPERONI

SPICY PROSCUITTO 18

PROSCUITTO AND MOZZARELLA CHEESE, TOPPED WITH ARUGULA, GARLIC, GRILLED ONIONS, RED PEPPER FLAVES, DRIZZLED WITH HONEY

★ ELIXIR SUPREME 20

SAUSAGE, PEPPERONI, MOZZARELLA CHEESE, ROASTED RED PEPPERS, ONION, MUSHROOM

V ELIXIR VEGGIE 16

MUSHROOM, ROASTED RED PEPPERS, MOZZARELLA CHEESE, ONION, TOMATOES

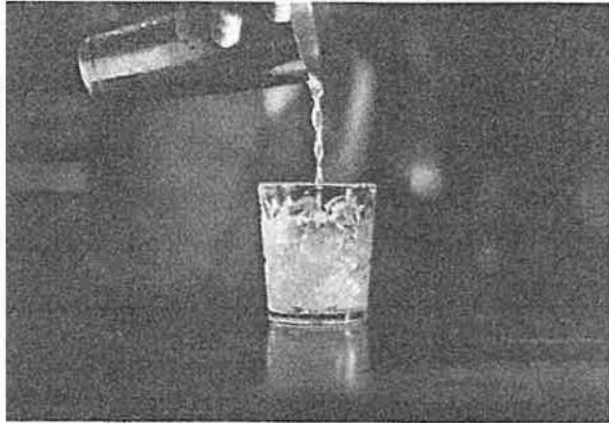
GLUTEN FREE CRUST 3

SIP

SAVOR

SOCIALIZE

SIGNATURE ELIXIR'S AND MIXERS



JALAPENO MARG

Muddled jalapeno, Corazon Blanco, triple sec, splash of sour, shaken to perfection, rimmed with tajin and garnished with lime

\$11

BLACKBERRY MINT MARG

Muddled Blackberry and mint, Corazon Blanco, triple sec, splash of sour, shaken to perfection, rimmed with salt and garnished with blackberry and mint leaves

\$15

OLD BAY BLOODY MARY MARTINI

Everything you love about a Bloody Mary in the form of an Old Bay rimmed vodka centric Martini

\$16

KEY LIME PIE MARTINI

Elixir's number one selling cocktail! Basically, a slice of delicious key lime pie in a glass, served up with a graham cracker crusted rim

\$11

ESPRESSO MARTINI

Smirnoff Vodka, Mr. Black Coffee Liqueur, and espresso shaken and served up with 3 espresso beans

\$15

LEMON DROP MARTINI

Smirnoff, Absolut Citron, lemon juice, triple sec, sugar, and sour shaken and served up with a sugar rim and a lemon wedge

\$15

SMOKED OLD FASHION

Smoked house bourbon, bitters, splash of simple syrup, orange, and luxardo cherry stirred on a big rock

\$16

NINA COLADA

rum, coconut cream, and pineapple juice shaken on ice for a refreshing tropical cocktail.

\$11

PB WHITE RUSSIAN

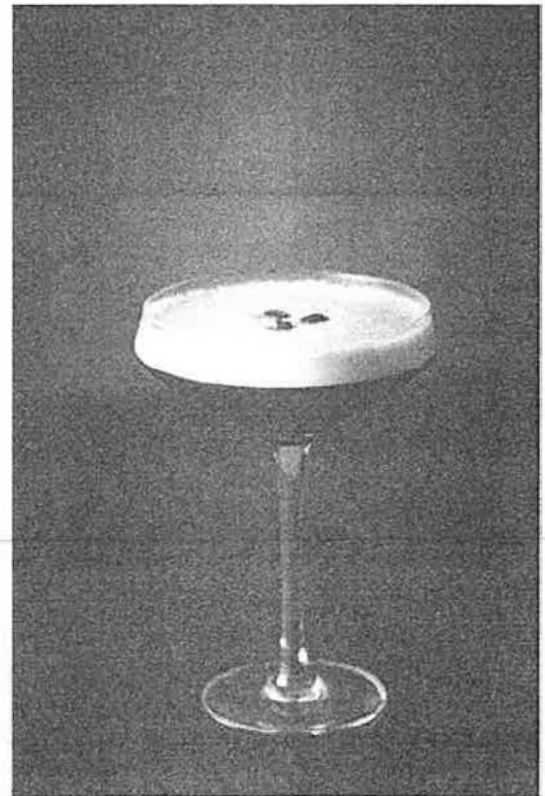
Skrewball, coffee liqueur, and cream, poured together on the rocks resulting in a smooth peanut butter finish.

\$15

GIN BERRY SMASH

A refreshing cocktail featuring Gin, Muddled strawberry, Basil, Lemon juice, Simple syrup and a splash of soda water. Garnished with fresh mint leaves.

\$16





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

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

Type or Print with Black Ink

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

1. Name of restaurant (Please print): Elixir Bar and Restaurant
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 work day)
- D. Payroll records for all employees showing hours worked each week and hourly wages

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

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

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

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

A.R.S. §4-210(A)7


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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

I, (Print Full Name) Jennifer Tafaya 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: 

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

Certificate # 27884

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

<input type="checkbox"/>	On-sale
<input type="checkbox"/>	Off-sale
<input checked="" type="checkbox"/>	On- and off-sale

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

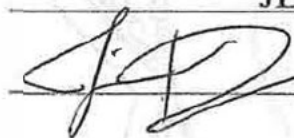
The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

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

Student Information

JENNIFER TAFOYA

Full Name (please print)



Signature

03/24/2023

Training Completion Date

03/23/2026

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Diversys Learning, Inc. DBA SureSellNow.com

Company Name

1011 Arrow Point Drive, Cedar Park, Texas 78613

Mailing Address

866-402-9809

Daytime Contact Phone Number

I, Kelly Bailey, certify that the above named individual did successfully complete
Instructor Name (please print)

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



Instructor Signature

03/24/2023

Day Mo Year

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

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 4)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

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

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

Certificate # 27884

Certificate of Completion
For
Title 4 MANAGEMENT Liquor Law Training

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

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

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

Student Information

JENNIFER TAFOYA

Full Name (please print)

[Handwritten Signature]

Signature

03/24/2023

Training Completion Date

03/23/2026

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Diversys Learning, Inc. DBA SureSellNow.com

Company Name

1011 Arrow Point Drive, Cedar Park, Texas 78613

Mailing Address

866-402-9809

Daytime Contact Phone Number

I, Kelly Bailey, certify that the above named individual did successfully complete
Instructor Name (please print)

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

[Handwritten Signature: Kelly Bailey]

Instructor Signature

03/24/2023

Day Mo Year

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

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

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



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

24 8 8 Lic. Dept. Form 2-06
 DLLC USE ONLY

Fee:	0
Job #:	304029
Date Accepted:	9/11/23
CSR:	TA

Personal Information Questionnaire

FD-000281693

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

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

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

SECTION - 1 INDIVIDUAL INFORMATION

AGENT
 CONTROLLING PERSON
 MANAGER

1. Name: Tafaya Jennifer Lynn
Last First

2. Social Security # [REDACTED] Birth Date: [REDACTED]
(NOT a public record) (NOT a public record)

3. Driver's License #: [REDACTED] State Issued: AZ
(NOT a public record)

5. Are you a resident of Arizona? Yes No Date of residency: 5/22/187

6. Email address: Jennifer@Elixica7.com

7. Home Address: [REDACTED]

8. Daytime phone #: [REDACTED] Alternative phone #: [REDACTED]

SECTION 2 - LICENSED BUSINESS INFORMATION

1. License Number: 012070027516

2. Business Name (doing business as): Elixir Bar and Restaurant

3. Business Address: 633 S. Estrella Pkwy #105 Chandler, AZ 85338

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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

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

Name of persons who will be handling the day to day operations: Jennifer Tafeyan

SECTION 4 – BACKGROUND

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

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

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

Signature: [Handwritten Signature] Date: 7/16/24



Background Check Requests card

Click the Application Number to see more details for a specific request.
To see the connected employer's details click [here](#)

Type Something



Date Received	Application Number	Name	Status
06/30/2024	A000281693	Jennifer Tafoya	Results Sent

1 - 1 of 1 < < > > Items per page: 10 ▼

SERVICES

FREQUENTLY ASKED QUESTIONS

AZDPS.GOV

Terms and Conditions

Chat

Contact Us

Location





ALIEN STATUS

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

Type or Print with Black Ink

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

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

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

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

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) Jennifer Tafaya

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? Yes No - If **yes**, indicate place of birth:
City Chillicothe State OH COUNTRY USA

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

2) Name of document: Drivers license

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

124 9 8 Lic. Ref # 216

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

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

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

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

SECTION III – QUALIFIED ALIEN DECLARATION

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

Name of document provided

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

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

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

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

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

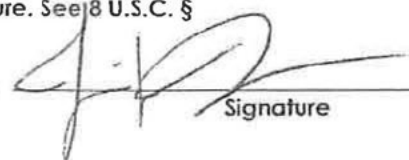
- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

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

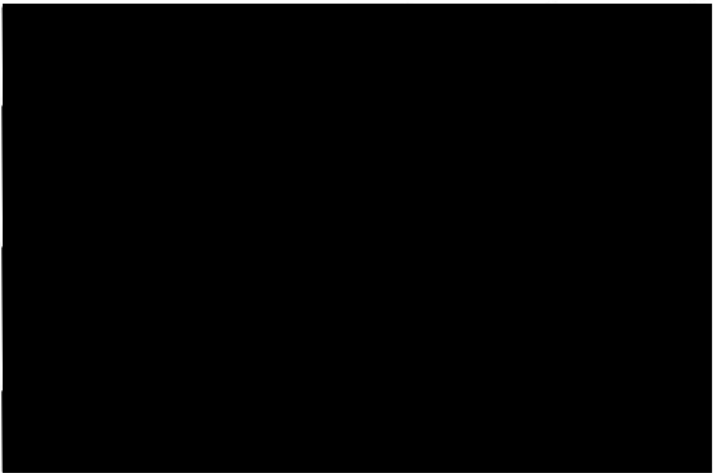
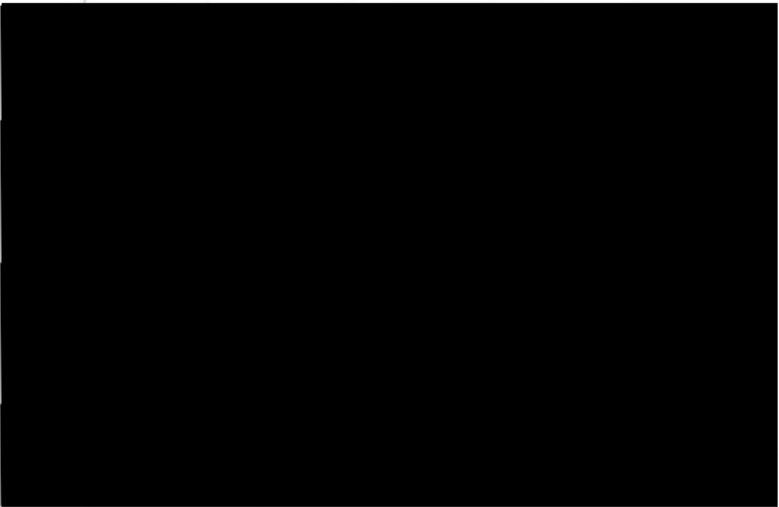
- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States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

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

Jennifer Tafaya
Print Name


Signature

7/9/24
Date





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

DLCC USE ONLY

Fee:	\$22.00
Job #:	304029
Date Accepted:	9/11/24
CSR:	NA

Personal Information Questionnaire

865.584

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

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

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.
A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.
A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.
A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

AGENT CONTROLLING PERSON MANAGER

- Name: Richardson Blaine Thomas
Last Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record) (NOT a public record)
- Driver's License [REDACTED] State Issued: AZ
(NOT a public record)
- Are you a resident of Arizona? Yes No Date of residency: 02/24/1981
- Email address: blaine.richardson@gmail.com
- Home Address: [REDACTED]
- Daytime phone #: [REDACTED] Alternative phone #: [REDACTED]

SECTION 2 – LICENSED BUSINESS INFORMATION

- License Number: _____
- Business Name (doing business as): Elixir Bar and Restaurant
- Business Address: 633 S. Estrella Pkwy #105 Glendale, AZ 85338

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

24 8 8 Lic. Dept. 206
24 8 8 Lic. Dept. 206

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

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

Name of persons who will be handling the day to day operations: Jennifer ToFoya

SECTION 4 – BACKGROUND

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

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

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

Signature: *Blaine Richardson* Date: 7-22-24



FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY	
Job #:	304029
Date Accepted:	9/11/24
CSR:	TA

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date	8-1-24		Name of Applicant:	Blaine Thomas Richardson	
Name of Fingerprint Technician:				Talamantes, E 34319	
Fingerprint technician's Signature:					
Fingerprint technician's Agency/company Name:				Phone Number:	
Maricopa County SO				602 876 1047	
Type of Photo ID Provided (check one):					
<input checked="" type="checkbox"/> Driver's License		<input type="checkbox"/> Passport		<input type="checkbox"/> Other (Please specify)	



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

24 8 8 10:00 AM 2/27

Fee: \$22.00
Job #: 304029
Date Accepted: 4/11/24
CSR: [Signature]

Personal Information Questionnaire

805-584

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

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Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.
A.R.S. §4-202(A)

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.
A.R.S. §4-101(10)

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.
A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

AGENT [X] CONTROLLING PERSON [X] MANAGER []
1. Name: TARYA TIMOTHY NICHOLAS
2. Social Security #: [Redacted] Birth Date: [Redacted]
3. Driver's License #: [Redacted] State Issued: AZ
5. Are you a resident of Arizona? [X] Yes [] No Date of residency: 7/24/80
6. Email address: kid.dy.mite27@yahoo.com
7. Home Address: [Redacted]
8. Daytime phone #: [Redacted] Alternative phone #: [Redacted]

SECTION 2 - LICENSED BUSINESS INFORMATION

1. License Number:
2. Business Name (doing business as): Elixir Bar and Restaurant
3. Business Address: 633 S. Estrella Pkwy #105 Glendale, AZ 85332

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

7-18-24 8 Liqueur Dept PM 2:37

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

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

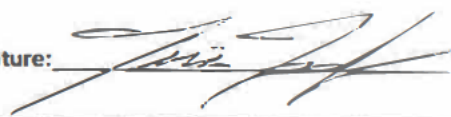
Name of persons who will be handling the day to day operations: Jennifer TAFORA

SECTION 4 – BACKGROUND

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

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

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

Signature:  Date: 7-22-24



FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY

Job#:	3041029
Date Accepted:	9/11/24
CSR:	KA

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
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Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date 8-1-24	Name of Applicant: Tim TAFOYA
Name of Fingerprint Technician: TALAMAN TES, E B4315	
Fingerprint technician's Signature: 	
Fingerprint technician's Agency/company Name: Maricopa County SO	Phone Number: 602 876 1047
Type of Photo ID Provided (check one):	
<input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify)	



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

DLLC USE ONLY

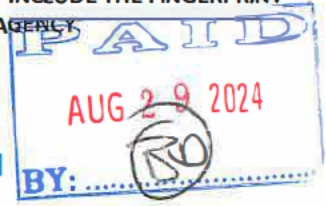
Fee:	\$22.00
Job #:	304029
Date Accepted:	8/1/24
CSR:	NA

Personal Information Questionnaire

805.584

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SECTION - 1 INDIVIDUAL INFORMATION

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

A.R.S. §4-202(A).

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A.R.S. §4-101(10).

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

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

AGENT CONTROLLING PERSON MANAGER

- Name: Renner Devin Jay
Last First Middle
- Social Security #: [REDACTED] Birth Date: 09 [REDACTED]
(NOT a public record) (NOT a public record)
- Driver's License #: [REDACTED] State Issued: AZ
(NOT a public record)
- Are you a resident of Arizona? Yes No Date of residency: 06/28/2019
- Email address: rennerd5@icloud.com
- Home Address: [REDACTED]
- Daytime phone #: [REDACTED] Alternative phone #: _____

SECTION 2 - LICENSED BUSINESS INFORMATION

- License Number: _____
- Business Name (doing business as): Elixir bar + restaurant
- Business Address: 633 Estrella Parkway #105 Coodyear AZ 85338

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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

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

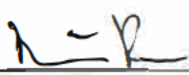
Name of persons who will be handling the day to day operations: Jennifer Tafuya

SECTION 4 – BACKGROUND

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

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

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

Signature:  Date: 8-29-24



FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY	
Job #:	304029
Date Accepted:	9/11/24
CSR:	NA

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date	Name of Applicant:		
8-29-24	Devin Renner		
Name of Fingerprint Technician:			
Paris Petersen			
Fingerprint technician's Signature:			
Paris Petersen B5979			
Fingerprint technician's Agency/company Name:			Phone Number:
Manicopa CO			602-876-1047
Type of Photo ID Provided (check one):			
<input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify)			

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ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement ("Assignment") is executed and effective as of _____ ("Effective Date"), by: (i) Smithway Serafina, LLC, an Arizona limited liability company, successor-in-interest to Shops at Serafina, LLC, a Washington limited liability company ("Lessor"); (ii) West Valley Social Club, LLC, an Arizona limited liability company, dba as Elixir Restaurant and Bar ("Original Lessee"); and (iii) TafoyaGen, LLC, an Arizona limited liability company, dba as Elixir Restaurant and Bar ("New Lessee").

Background.

Lessor and Amy Ross, formerly Amy Schlect, dba In Dub Pizza (at time of original execution) previously executed that Lease Agreement dated July 1, 2018 (the "Lease"), covering the Parcel located at 633 S. Estrella Parkway, Suite 3-105, Goodyear, Arizona 85338. As of the Effective Date, Original Lessee, as named above) desires to assign its interest in the Lease to New Lessee. New Lessee will use the Premises for the operation of an upscale neighborhood restaurant/grill and bar with the same trade name of Elixir Restaurant and Bar. Lessor will consent to this Assignment only upon the terms and conditions set forth below. Capitalized terms that are used but not defined in this Assignment will be given the meanings established in the Lease.

Agreement.

For valuable consideration, Lessor, New Lessee, and Original Lessee agree as follows:

1. Assignment. By its execution below, Original Lessee assigns and transfers to New Lessee all right, title, and interest as the Lessee under the Lease for the remainder of the Term (**December 31, 2025**).
2. Acceptance and Assumption. New Lessee accepts the assignment of the Lease and agrees to assume all obligations of the Lessee under the Lease, including the obligation of the Lessee to pay all rent, including any 2024 CAM Reconciliations (however designated) under the Lease and to fully and faithfully perform all covenants, stipulations, agreements, duties, and obligations contained in the Lease arising after the Effective Date.
3. Original Lessee & Guarantors Liability. The assignment and assumption described above will not release or discharge Original Lessee or Guarantors from any past, present, or future liability under the Lease, and Original Lessee and Guarantors, by their execution below, specifically acknowledge that Original Lessee and Guarantors will not be so released or discharged until **December 31, 2025**. The New Lessee, will remain liable for the proper prompt performance of all covenants, terms, and conditions outlined in the Lease for the remainder of the Term of the Lease. **It is understood and acknowledged by all parties that the Option to Renew in Section 56 of Addendum 1 to the Lease was personal only to the Original Lessee and shall not convey.**

OT de _____ initial _____ initial _____ initial

24 8 8 11:01 AM '23

To the fullest extent permitted by applicable law, Original Lessee and Guarantors agree to waive any applicable surety or guarantee protections available under Arizona law.

4. Lessor Consent. By its execution below, Lessor consents to the assignment and assumption of the Lease but only upon the specific terms contained in this Assignment. Without limiting the foregoing, Lessor's consent is expressly conditioned on (i) New Lessee's agreement, by its execution of this Assignment, to the amendments to the Lease set forth in this Assignment, and (ii) New Lessee delivering the Lessor a guaranty of lease from New Lessee's members, in the form attached as Exhibit "A". Lessor acknowledges that New Lessee has delivered to Lessor the processing fee described in Section 20.5 of the Lease, in the amount of \$500.00, which processing fee is non-refundable.

5. Security Deposit. Any refundable or non-refundable security deposit or other deposit provided under the Lease and currently held by Lessor will continue to be held by Lessor to insure the full and faithful performance of the Lease. Any security deposit will be held, applied, and accounted for by Lessor under the Lease and, to the extent refundable, will be refunded to New Lessee.

JS ^{DS} de ^{DS} _____ initial initial initial

6. Lease Amendments. As material consideration for Lessor to provide its consent pursuant to Section 4, above, New Lessee and Original Lessee agree that the Lease is hereby amended to include the following:

(a) For the purposes of the Lease, notices to New Lessee shall be given to **19658 W. Harrison Street, Buckeye, AZ 85326, Attn: TafoyaGen, LLC, Elixir Restaurant and Bar, (602) 290-9956 – Jennifer@Elixiraz.com.**

7. New Lessee Representation. New Lessee represents to Lessor that it is a validly formed and duly organized limited liability company in the State of Arizona, that it has full power and authority to enter into this Assignment, and that, upon execution of this Assignment, New Lessee will be bound by all the terms and conditions contained in this Assignment. **New Lessee represents and warrants to Lessor that it has received and reviewed a complete and accurate copy of the Lease, has had their respective legal counsel review, New Lessee has inspected the premises or has had the premises inspected by an independent professional third party (including all mechanical, plumbing and HVAC unit(s) and systems) and that it fully understands all of its terms and provisions.** Furthermore, New Lessee and Original Lessee will have until September 10 2024 to complete repair or replace the Six (6) ton, DAIKIN unit, serial number 1804233193. Failure to repair or replace unit will be subject to default provisions set forth in the Lease. New Lessee or Original Lessee will provide evidence for repairs or parts ordered no less than five (5) days from date set forth above.

JS ^{DS} de ^{DS} _____ initial initial initial

124 8 8 10:11 AM 2/27

8. Lessee Estoppel. Original Lessee and New Lessee represent and warrant to Lessor that, as of the Effective Date: (i) Lessor is not in default under the Lease, (ii) Original Lessee and New Lessee have no defenses to the enforcement of any term or provision of the Lease, (iii) Original Lessee and New Lessee have no offsets or credits against any amounts owed or to be owed by the "Lessee" under the Lease, (iv) Original Lessee and New Lessee have no outstanding claims against Lessor, and (v) in connection with this Assignment, Lessor will not be obligated to make or pay any tenant improvement allowance or to perform any work to or improvement of the Parcel or the Premises, or to make any rent or other concessions.

9. Miscellaneous Provisions. This Assignment forms an integral and binding part of the Lease, and, except as specifically provided in this Assignment, the Lease will continue in unmodified full force and effect. Original Lessee and New Lessee understand that Lessor's consent to this Assignment will not be deemed a waiver of Lessor's rights to review and approve any subsequent assignment or subletting in accordance with the Lease.

10. Counterparts. This Assignment may be executed in any number of original, telecopy or .pdf counterparts, each of which, when executed and delivered, will be deemed an original, but all of which together will constitute one binding agreement and instrument.

This Assignment is executed as of the Effective Date.

"Lessor"

Smithway Associates, Inc., a California Corporation

By: _____
Allison Levy, V.P. Operations


"New Lessee"

TafoyaGen, LLC, an Arizona limited liability company

By:  _____
Jennifer Tafoya, Member and Manager

"Original Lessee"

West Valley Social Club, LLC, an Arizona limited liability company

By:  _____
Ryan Chonka, Member and Manager

"Guarantor"

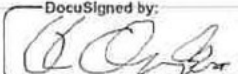
By:  _____
Ryan Chonka

Exhibit "A"**GUARANTY OF LEASE**

This Guaranty of Lease (this "Guaranty") is attached to and made part of that certain Lease Agreement dated July 1, 2018, together with the 1st Amendment to Lease dated February 1, 2024 and the previously executed Assignment and Assumption of Lease Agreement dated February 1, 2024, collectively the "Lease") between Smithway Serafina, LLC, an Arizona limited liability company, successor-in-interest to Shops at Serafina, LLC, a Washington limited liability company, as Lessor, and Amy Ross (formerly Amy Schlecht), relating to the Parcel commonly known as 633 S. Estrella Parkway, Suite 3-105, Goodyear, AZ 85338. The terms used in this Guaranty shall have the same definitions as set forth in the Lease. In order to induce Lessor to enter into that Assignment and Assumption of Lease Agreement with New Lessee, TafoyaGen LLC, an Arizona limited liability company and Guarantor, Jennifer Tafoya and Timothy Tafoya, together as husband and wife, ("Guarantors"), have agreed to execute and deliver this Guaranty to Lessor. Guarantor acknowledges that Lessor would not enter into such lease assignment if Guarantor did not execute and deliver this Guaranty to Lessor.

1. **Guaranty.** In consideration of the execution of the Lease by Lessor and as a material inducement to Lessor to execute the Lease, Guarantor hereby irrevocably, unconditionally, jointly and severally guarantees the full, timely and complete (a) payment of all rent and other sums payable by Lessee to Lessor under the Lease, and any amendments or modifications thereto by agreement or course of conduct, and (b) performance of all covenants, representations and warranties made by Lessee and all obligations to be performed by Lessee pursuant to the Lease, and any amendments or modifications thereto by agreement or course of conduct. The payment of those amounts and performance of those obligations shall be conducted in accordance with all terms, covenants and conditions set forth in the Lease, without deduction, offset or excuse of any nature and without regard to the enforceability or validity of the Lease, or any part thereof, or any disability of Lessee.

2. **Lessor's Rights.** Lessor may perform any of the following acts at any time during the Term of the Lease, without notice to or consent of Guarantor and without in any way releasing, affecting or impairing any of Guarantor's obligations or liabilities under this Guaranty: (a) alter, modify or amend the Lease by agreement or course of conduct, (b) grant extensions or renewals of the Lease, (c) assign or otherwise transfer its interest in the Lease, the Project, or this Guaranty, (d) consent to any transfer or assignment of Lessee's or any future lessee's interest under the Lease, (e) take and hold security for the payment of this Guaranty and exchange, enforce, waive and release any such security, (f) apply such security and direct the order or manner of sale thereof as Lessor, in its sole discretion, deems appropriate, and (g) foreclose upon any such security by judicial or nonjudicial sale, without affecting or impairing in any way the liability of Guarantor under this Guaranty, except to the extent the indebtedness has been paid.

3. **Lessee's Default.** This Guaranty is a guaranty of payment and performance, and not of collection. Upon any breach or default by Lessee under the Lease, Lessor may proceed immediately against Lessee or Guarantor, or both, to enforce any of Lessor's rights or remedies against Lessee or

Guarantor pursuant to this Guaranty, the Lease, or at law or in equity without notice to or demand upon either Lessee or Guarantor. This Guaranty shall not be released, modified or affected by any failure or delay by Lessor to enforce any of its rights or remedies under the Lease or this Guaranty, or at law or in equity.

4. **Guarantor's Waivers.** Guarantor hereby waives (a) presentment, demand for payment and protest of non-performance under the Lease, (b) notice of any kind including, without limitation, notice of acceptance of this Guaranty, protest, presentment, demand for payment, default, nonpayment, or the creation or incurring of new or additional obligations of Lessee to Lessor, (c) any right to require Lessor to enforce its rights or remedies against Lessee under the Lease, or otherwise, or against any other Guarantor, (d) any right to require Lessor to proceed against any security held from Lessee or any other party, (e) any right of subrogation, and (f) any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or other right or remedy of Guarantor against Lessor or any such security, whether resulting from an election by Lessor, or otherwise. Any part payment by Lessee or other circumstance which operates to toll any statute of limitations as to Lessee shall operate to toll the statute of limitations as to Guarantor.

5. **Separate and Distinct Obligations.** Guarantor acknowledges and agrees that Guarantor's obligations to Lessor under this Guaranty are separate and distinct from Lessee's obligations to Lessor under the Lease. The occurrence of any of the following events shall not have any effect whatsoever on Guarantor's obligations to Lessor hereunder, each of which obligations shall continue in full force or effect as though such event had not occurred: (a) the commencement by Lessee of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended or replaced, or any other applicable federal or state bankruptcy, insolvency or other similar law (collectively, the "Bankruptcy Laws"), (b) the consent by Lessee to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official of Lessee or for any substantial part of its property, (c) any assignment by Lessee for the benefit of creditors, (d) the failure of Lessee generally to pay its debts as such debts become due, (e) the taking of corporate action by Lessee in the furtherance of any of the foregoing; or (f) the entry of a decree or order for relief by a court having jurisdiction in respect of Lessee in any involuntary case under the Bankruptcy Laws, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Lessee or for any substantial part of its property, or ordering the winding-up or liquidation of any of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days. The liability of Guarantor under this Guaranty is not and shall not be affected or impaired by any payment made to Lessor under or related to the Lease for which Lessor is required to reimburse Lessee pursuant to any court order or in settlement of any dispute, controversy or litigation in any bankruptcy, reorganization, arrangement, moratorium or other federal or state debtor relief proceeding. If, during any such proceeding, the Lease is assumed by Lessee or any trustee, or thereafter assigned by Lessee or any trustee to a third party, this Guaranty shall remain in full force and effect with respect to the full performance of Lessee, any such trustee or any such third party's obligations under the Lease. If the Lease is terminated or rejected during any such proceeding, or if any of the events described in subparagraphs (a) through (f) of this Section 5 occur, as between Lessor and Guarantor, Lessor shall have the right to accelerate all of Lessee's obligations under the Lease and Guarantor's obligations under this Guaranty. In such

*24 8 8 Lit. Dept PM 2 87

event, all such obligations shall become immediately due and payable by Guarantor to Lessor. Guarantor waives any defense arising by reason of any disability or other defense of Lessee or by reason of the cessation from any cause whatsoever of the liability of Lessee.

6. **Subordination.** All existing and future advances by Guarantor to Lessee, and all existing and future debts of Lessee to Guarantor, shall be subordinated to all obligations owed to Lessor under the Lease and this Guaranty.

7. **Successors and Assigns.** This Guaranty binds Guarantor's personal representatives, successors and assigns.

8. **Encumbrances.** If Lessor's interest in the Project or the Lease, or the rents, issues or profits therefrom, is subject to any deed of trust, mortgage or assignment for security, any acquisition of Lessor's interest in the Project or Lease shall not affect any of Guarantor's obligations under this Guaranty. In such event, this Guaranty shall nevertheless continue in full force and effect for the benefit of any mortgagee, beneficiary, trustee or assignee or any purchaser at any sale by judicial foreclosure or under any private power of sale, and their successors and assigns.

9. **Guarantor's Duty.** Guarantor assumes the responsibility to remain informed of the financial condition of Lessee and of all other circumstances bearing upon the risk of Lessee's default, which reasonable inquiry would reveal, and agree that Lessor shall have no duty to advise Guarantor of information known to it regarding such condition or any such circumstance. Any married Guarantor expressly agrees that Lessor has recourse against Guarantor's separate property for all of Guarantor's obligations hereunder. Guarantor waives any rights or defenses Guarantor may have under A.R.S. sections 12-1641 to 1646, to the extent any such provisions are applicable to this Guaranty.

10. **Lessor's Reliance.** Lessor shall not be required to inquire into the powers of Lessee or the officers, employees, partners or agents acting or purporting to act on its behalf, and any indebtedness or obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

11. **Guarantor Financial Statements.** Guarantor will deliver to Lessor annually, within one hundred ten days after the expiration of each calendar year, copies of Guarantor's federal and state tax returns for the preceding calendar year and a balance sheet of Guarantor as of the end of the preceding calendar year, certified as accurate thereby.

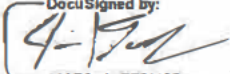
12. **Incorporation of Certain Lease Provisions.** Guarantor hereby represents and warrants to Lessor that Guarantor has received a copy of the Lease, has read or had the opportunity to read the Lease, and understands the terms of the Lease. The provisions in the Lease relating to the execution of additional documents, legal proceedings by Lessor against Lessee, severability of the provisions of the Lease, interpretation of the Lease, notices, waivers, the applicable laws which govern the interpretation of the Lease and the authority of the Lessee to execute the Lease are incorporated herein in their entirety by this reference and made a part hereof. Any reference in those provisions to "Lessee" shall mean Guarantor and any reference in those provisions to the "Lease" shall mean this

24 8 8 Ltr. Dept FY 2027

Guaranty, except that any notice which Lessor desires or is required to provide to Guarantor shall be sent to Guarantor at Guarantor's address indicated below, or if no address is indicated below, at the address for notices to be sent to Lessee under the Lease.

Dated as of 7/11/2024.

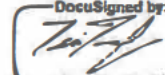
"Guarantor"

DocuSigned by:

04AF8AA7C761408

Name: Jennifer Tafoya
Address: 19658 W. Harrison Street
Buckeye, AZ 85326
602 290-9956
Jennifer@elixiraz.com

Dated as of 7/11/2024.

"Guarantor"

DocuSigned by:

0E013661A2718A

Name: Timothy Tafoya
Address: 19658 W. Harrison Street
Buckeye, AZ 85326
602 290-3078

Liquor Licenses within One Mile – Elixir Bar & Restaurant

Applicant Address: 633 S Estrella Parkway, Goodyear, AZ 85338

Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
SOMEBURROS	50 N ESTRELLA PARKWAY	2,808.66 ft	12
WALGREENS #02243	387 N ESTRELLA PARKWAY	4,400.83 ft	10
SAFEWAY #2618	440 N ESTRELLA PARKWAY	4,803.1 ft	9
SEÑOR TACO	525 N ESTRELLA PARKWAY #101	5,066.51 ft	12
TAILGATERS SPORTS GRILL & IL PRIMO PIZZA & WINGS	530 N ESTRELLA PARKWAY	5,243.62 ft	12

Schools			
CENTERRA MIRAGE STEM ACADEMY	15151 W CENTERRA DR S	2,260.91 ft	
BASIS GOODYEAR	15800 W SHERMAN ST	2,546.83 ft	
DESERT EDGE HIGH SCHOOL	15778 W YUMA RD	2,927.46 ft	

Series Legend:

- Alternating Proprietorship (20)
- Bar (6)
- Beer & Wine Bar (7)
- Beer & Wine Store (10)
- Beer & Wine Store (10) with Sampling Privileges
- Private Club (14)
- Conveyance (8)
- Craft Distiller (18)
- Custom Crush (21)
- Direct Shipment (17W)
- Government (5)
- Hotel (11)
- Producer: In State (1)
- Producer: Out of State (2)
- Producer: Limited out of State (2L)
- Producer: Out of State Winery (2W)
- Producer: Out of State Microbrewery (2M)
- Liquor Store (9)
- Liquor Store (9) with Sampling Privileges
- Microbrewery (3)
- Restaurant (12)
- Restaurant (12) with Growler Privileges
- Special Event Contractor (SEC)
- Wholesaler (4)
- Winery (13)
- Tasting Room (19)

Liquor License Evaluation - Elixir Bar & Restaurant



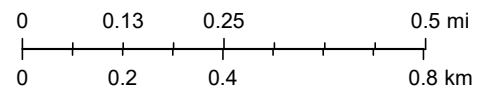
633 S Estrella Parkway #105

5,280 ft.

10/4/2024, 11:13:23 AM

1:18,056

- | | | |
|--------------------------------------|---------------------------------------|-----------------------|
| April 2024 Liquor Licenses | ● | Interim Permit |
| ● | ● | Liquor Store |
| ● | ● | Liquor Store Sampling |
| ● | ● | Restaurant |



City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS, City of Goodyear

ITEM #: 4.
DATE: 11/04/2024
AI #:2304



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR RUBIO'S FRESH MEXICAN GRILL #225

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):

Theresa June Morse, Agent

SUMMARY

The applicant is requesting a recommendation of approval for a New Series 12 (Restaurant) liquor license.

STRATEGIC PLAN ALIGNMENT



SAFE &
VIBRANT
COMMUNITY

RECOMMENDATION

Recommend approval of Application No. 308092 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Theresa June Morse has submitted this application for a New Series 12 liquor license for Rubio's Fresh Mexican Grill #225, which is located at 15479 W McDowell Rd. Suite 101, Goodyear, Arizona 85338. (Darcie McCracken, City Clerk)

FISCAL IMPACT

The applicant paid the \$635 application fee for the liquor license per the Goodyear Municipal User Fee Schedule. The business will also contribute to the tax base of the community.

BACKGROUND AND PREVIOUS ACTIONS

A new Series 12 liquor license application was submitted by Ms. Morse on behalf of Rubio's Fresh Mexican Grill #225. The establishment is presently operating under an interim permit that was issued by the Arizona Department of Liquor Licenses and Control (DLLC). A license applicant is granted an interim permit, which is a provisional authorization issued pursuant to A.R.S §4-203.01. This authorization permits the sale of spirituous liquor to continue while the application is pending. Existing licenses must be of the same series and location as the

pending application, with a maximum validity period of 105 days, to qualify.

The City Clerk's office received the application from the DLLC on September 18th, 2024, and the Public Hearing notice was posted on October 14th, 2024, to comply with Arizona Revised Statute §4-201(b). No petitions or protests from qualified persons were received during the comment period. The application was routed for approval to the Police Department and the Development Services Department (Code Compliance and Planning & Zoning), and the departments had no comments.

STAFF ANALYSIS

A Series 12 license is for a restaurant and is non-transferrable. This on-sale retail privileges liquor license allows the holder to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

DLLC requires license owners, agents, and managers actively involved in the day-to-day operations of the business to complete a state-approved management training course prior to the issuance of a liquor license. The on-site manager has completed the Title 4 Basic & Management training. Managers and staff will monitor guest alcohol consumption through the licensed premises. The restaurant's policy is to require a valid ID for anyone who appears to be under the legal drinking age.

There are no licensed childcare facilities or K-12 schools within 300 feet of the location to comply with Arizona Revised Statutes §4-207. City Council's recommendation of "Approval", "Disapproval" or "No Recommendation" will be forwarded to the DLLC for consideration during their licensing review process.

Attachments

DLLC Local Governing Body Report
One Mile Report and Evaluation Map

State of Arizona
Department of Liquor Licenses and Control

Created 09/18/2024 @ 01:47:20 PM

Local Governing Body Report

LICENSE

Number: _____ Type: 012 RESTAURANT
Name: RUBIO'S FRESH MEXICAN GRILL #225
State: Pending
Issue Date: _____ Expiration Date: _____
Original Issue Date: _____
Location: 15479 W MCDOWELL ROAD
STE 101
GOODYEAR, AZ 85338
USA
Mailing Address: 530 E MCDOWELL ROAD
#107-241
PHOENIX, AZ 85004
USA
Phone: (623)536-7326
Alt. Phone: (480)353-8035
Email: TJMORSE1208@Q.COM

AGENT

Name: THERESA JUNE MORSE
Gender: Female
Correspondence Address: 5501 E JUSTINE ROAD
SCOTTSDALE, AZ 85254
USA
Phone: (480)353-8035
Alt. Phone: _____
Email: TJMORSE1208@Q.COM

OWNER

Name: THE ORIGINAL FISH TACO ARIZONA LLC
Contact Name: THERESA JUNE MORSE
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23716137 State of Incorporation: DE
Incorporation Date: 08/07/2024
Correspondence Address: 530 E MCDOWELL RD 107-241
PHOENIX, AZ 85004
USA
Phone: (480)353-8035
Alt. Phone: _____
Email: TJMORSE1208@Q.COM

60 day 11-17-24
105 day 1-1-25

Officers / Stockholders

Name:	JEFFERY JOSEPH CRIVELLO	Title:	Manager-LLC	% Interest:	100.00
-------	-------------------------	--------	-------------	-------------	--------

**THE ORIGINAL FISH TACO ARIZONA LLC -
Manager-LLC**

Name: JEFFERY JOSEPH CRIVELLO
Gender: Male
Correspondence Address: 530 E MCDOWELL ROAD
#107-241
PHOENIX, AZ 85004
USA
Phone: (847)651-2274
Alt. Phone:
Email:

MANAGERS

Name: JEFFERY JOSEPH CRIVELLO
Gender: Male
Correspondence Address: 530 E MCDOWELL ROAD
#107-241
PHOENIX, AZ 85004
USA
Phone: (847)651-2274
Alt. Phone:
Email:

Name: WENDY JEAN DUNCAN
Gender: Female
Correspondence Address: 530 E MCDOWELL ROAD
#107-241
PHOENIX, AZ 85004
USA
Phone: (520)861-8149
Alt. Phone:
Email: WDUNCAN@RUBIOS.COM

APPLICATION INFORMATION

Application Number: 308092
Application Type: New Application
Created Date: 09/04/2024

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
Yes
What date are you taking ownership? Please upload the Interim Permit Notary page when you reach the upload page.
12077427
- 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.
175K
- 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?
No
- 9) What type of business will this license be used for?
RESTAURANT

State of Arizona
Department of Liquor Licenses and Control

Created 09/18/2024 @ 01:47:05 PM

Local Governing Body Report

LICENSE

Number:	INP070029879	Type:	INP INTERIM PERMIT
Name:	RUBIO'S FRESH MEXICAN GRILL #225		
State:	Active		
Issue Date:	09/18/2024	Expiration Date:	01/01/2025
Original Issue Date:	09/18/2024		
Location:	15479 W MCDOWELL ROAD STE 101 GOODYEAR, AZ 85338 USA		
Mailing Address:	530 E MCDOWELL ROAD #107-241 PHOENIX, AZ 85004 USA		
Phone:	(623)536-7326		
Alt. Phone:	(480)353-8035		
Email:	TJMORSE1208@Q.COM		

AGENT

Name:	THERESA JUNE MORSE
Gender:	Female
Correspondence Address:	5501 E JUSTINE ROAD SCOTTSDALE, AZ 85254 USA
Phone:	(480)353-8035
Alt. Phone:	
Email:	TJMORSE1208@Q.COM

OWNER

Name:	THE ORIGINAL FISH TACO ARIZONA LLC		
Contact Name:	THERESA JUNE MORSE		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23716137	State of Incorporation:	DE
Incorporation Date:	08/07/2024		
Correspondence Address:	530 E MCDOWELL RD 107-241 PHOENIX, AZ 85004 USA		
Phone:	(480)353-8035		
Alt. Phone:			
Email:	TJMORSE1208@Q.COM		

Officers / Stockholders

Name:	JEFFERY JOSEPH CRIVELLO	Title:	Manager-LLC	% Interest:	100.00
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**THE ORIGINAL FISH TACO ARIZONA LLC -
Manager-LLC**

Name: JEFFERY JOSEPH CRIVELLO
Gender: Male
Correspondence Address: 530 E MCDOWELL ROAD
#107-241
PHOENIX, AZ 85004
USA
Phone: (847)651-2274
Alt. Phone:
Email:

MANAGERS

Name: JEFFERY JOSEPH CRIVELLO
Gender: Male
Correspondence Address: 530 E MCDOWELL ROAD
#107-241
PHOENIX, AZ 85004
USA
Phone: (847)651-2274
Alt. Phone:
Email:

Name: WENDY JEAN DUNCAN
Gender: Female
Correspondence Address: 530 E MCDOWELL ROAD
#107-241
PHOENIX, AZ 85004
USA
Phone: (520)861-8149
Alt. Phone:
Email: WDUNCAN@RUBIOS.COM

APPLICATION INFORMATION

Application Number: 308094
Application Type: New Application
Created Date: 09/04/2024

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
12077427
- 2) Is the license currently in use?
Yes
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
Yes
A Document of type INTERIM NOTARY PAGE is required.

CSR: _____
 Amount: _____



RESTAURANT APPLICATION SERIES 12

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

DLIC USE ONLY

Job #: 308092
 Date Accepted: 9/14/24
 CSR: ML

SIP# 308094
 INP070029879

Type or Print with **Black Ink**

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE

SECTION 1 Type of License

- Interim Permit
- New License

SECTION 2 Type of Ownership (Legal Entity)

- J.T.W.R.O.S.
- Corporation
- Trust
- Individual
- Limited Liability Co
- Tribe
- Partnership
- Club
- Other (Explain) _____

Apply to become an Arizona Lottery retailer.

SECTION 3 Type of Privilege Growler privileges - please attach Growler application. (300-foot restriction applies)
 A.R.S.§4-207(A) & (B)

SECTION 4 Applicants

- Agent's Name: MORSE THERESA JUNE
Last First Middle
- Legal Entity/Sole Proprietor Name: THE ORIGINAL FISH TACO ARIZONA LLC
(Ownership name for type of ownership checked in section 2) Last First Middle
- Premises Name (Doing Business As-DBA): RUBIO'S FRESH MEXICAN GRILL #225
- Premises Location Address: 15479 W MCDOWELL RD STE 101 GOODYEAR AZ 85338 MARICOPA
(Do not use PO Box) Street City State Zip Code County
- Mailing Address: 530 E MCDOWELL RD STE 107-241 PHOENIX AZ 85004
(All correspondence will be mailed to this address) Street City State Zip Code
- Business Phone: 623-536-7326 Cell Number: 480-353-8035
- Email Address: TJMORSE1208@Q.COM
- Is the Business located within the incorporated limits of the above city or town? Yes No
 If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? _____

Department Use Only

Fees: 100 100 50 — \$ 250
Application Interim Permit Site Inspection Finger Prints Total of All Fees

Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes No

SECTION 5 Interim Permit

24 9 4 Lic. Dept 9/8/24

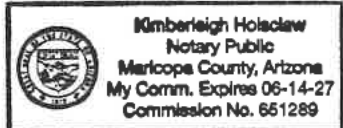
If you intend to operate business while the application is pending, you will need an interim permit pursuant to A.R.S. §4-203.01. For approval of an interim permit: There must be a valid license of the same series currently issued to the location.

1. Current license number at the location: 12077427 2. Is the license currently in use? Yes No

2. If the license is **NOT** currently in use, how long has it been since the license was last used at this location? _____

I (Print Full Name) Wendy Jean Dunceen hereby declare that I am the Current Owner, Agent, or Controlling Person on the stated license and location.

Sign in front of Notary: Wendy Jean Dunceen
(Current Agent/Individual as listed on the license certificate)

State of <u>Arizona</u>	 Notary Seal
County of <u>Maricopa</u>	
Signed before me on this <u>29</u> day of <u>August</u> , 20 <u>24</u> .	
Notary Signature <u>Kimberleigh Holsclaw</u>	
My commission expires on <u>06/14/2027</u>	

SECTION 6 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

1. If the applicant is an entity, and not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 8/15/2024 State where Incorporated/Organized: ARIZONA

b) AZ Corporation or AZ L.L.C. Entity No: 23716137 Approval Date: 8/16/2024

2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
CRIVELLO	JEFFERY	JOSEPH	MANAGER	100	235 WALNUT STREET	LIBERTYVILLE	IL	60048

(Attach additional sheet if necessary)

SECTION 5 Interim Permit

If you intend to operate business while the application is pending, you will need an interim permit pursuant to A.R.S. §4-203.01. For approval of an interim permit: There must be a valid license of the same series currently issued to the location.

- 1. Current license number at the location: 12077427 2. Is the license currently in use? Yes No
- 2. If the license is **NOT** currently in use, how long has it been since the license was last used at this location? _____

I (Print Full Name) _____ hereby declare that I am the Current Owner, Agent, or Controlling Person on the stated license and location.

Sign in front of Notary: _____
(Current Agent/Individual as listed on the license certificate)

State of _____ County of _____ Signed before me on this ____ day of _____, 20____. Notary Signature _____ My commission expires on ____ / ____ / ____	<div style="border: 1px solid black; width: 100%; height: 100%; margin: 0 auto;"> <p style="text-align: center; margin-top: 50px;">Notary Seal</p> </div>
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*** SECTION 6 Background Check**

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

- 1. If the applicant is an entity, and not an individual, answer questions 1a-b.
 - a) Date Incorporated/Organized: 8/07/2024 State where Incorporated/Organized: DELAWARE
 - b) AZ Corporation or AZ L.L.C. Entity No: 23716137 Approval Date: 8/15/2024
ML
- 2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
CRIVELLO	JEFFERY	JOSEPH	MANAGER	100	235 WALNUT STREET	LIBERTYVILLE	IL	60048

(Attach additional sheet if necessary)

SECTION 7 Business Financials A.R.S. §4-202(F)

9/26/2022 9:41 AM

1. I am the:

- Tenant: **a person who holds the lease of a property; a lessee.**
- Subtenant: **a person who holds a lease which was given to another person (tenant) for all or part of a property.**
- Owner
- Purchaser
- Management Company

2. If the premises is leased give lessors:

Name: EVERGREEN-MCDOWELL & PEBBLE CREEK LLC

Address: 2390 E CAMELBACK RD #410 PHOENIX AZ 85016
Street City State Zip

3. What is the penalty for tenant/sub-tenant if the lease is not fulfilled? \$ LANDLORD REMEDIES

4. Total money borrowed for the Business, not including lease? \$ 175K

Please List Lenders/People you owe money to for business:

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
WEXFORD CAPITAL			175K	777 S Flagler Dr Suite 602, West Palm Beach, FL 33401			

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?

Yes No If yes, attach explanation.

6. Does any spirituous liquor manufacturer, wholesaler, or employee have an interest in your business?

Yes No If yes, attach explanation.

SECTION 8 Diagram of Premises



Check ALL boxes that apply to your business:

- No Patio
- Patio: Contiguous
- Walk-up or drive-through windows
- Patio: Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

Yes No If yes, what is your estimated completion date? ____/____/____

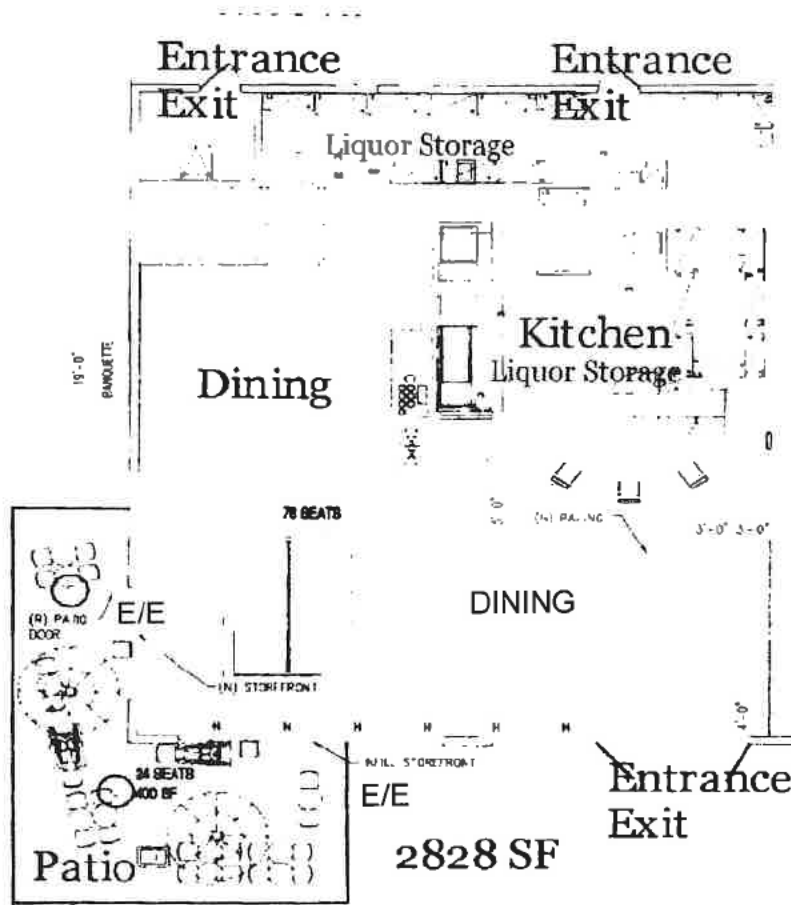
2. What type of business will this license be used for? (Be specific) RESTAURANT

3. Please attach a diagram of the premises which clearly shows only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include entrances, exits, and interior walls, bar areas, dining areas, dance floor, stage, game room and kitchen.

4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

5. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture. These are required as part of the diagram. A.R.S. §4-205.02(C)

6. Provide a restaurant operation plan.



DO NOT INCLUDE

124 9 4 Lic. Dept AM 8:24

**Parking lots, living quarters or areas where business is not conducted under this liquor license.
Please identify which orientation is North on the diagram.**

IMPORTANT NOTE: As stated in A.R.S. §4-207.01 (B), it is the licensee's responsibility to notify the Department of Liquor by Licenses and Control when there are changes to the service areas or the square footage of the licensed premises, either increase or decrease.

IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. A \$50.00 fee for the inspection will be due and payable upon submitting this application.

SIGNATURE

<p>I, (Print Full Name) <u>THERESA JUNE MORSE</u> hereby swear under penalty of perjury 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.</p> <p style="text-align: right;"><u>Theresa June Morse</u> Applicant Signature</p>
--



RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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

Type or Print with **Black Ink**

1. Name of restaurant (Please print): RUBIOS FRESH MEXICAN GRILL #225

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	48" FLAT GRILL
Oven	24" 4 GAS BURNER RANGE
Freezer	DOUBLE DOOR FREEZER, WORK TOP FREEZER
Refrigerator	DOUBLE DOOR REFRIGERATOR
Sink	HAND SINK, TRIPLE SINK, PREP SINK, MOP SINK
Dish Washing Facilities	TRIPLE SINK
Food Preparation Counter (Dimensions)	STAINLESS STEEL PREP TABLES MULTIPLE
Other	GAS FRYER, SODA FOUNTAIN, SALSA BAR

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.) 85 %

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: [75]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 0]

TOTAL [= 75]

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.)

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

10. List number of employees for each position:

Position	How many
Cooks	3
Bartenders	0
Hostesses	0
Managers	1
Servers & CASHIERS	12
Other (BUSSEER)	5
Other ()	
Other ()	

I, (Print Full Name) THERESA JUNE MORSE, 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: Theresa June Morse

TACOS

Taco plates served with pinto beans and chips (320 cal). Served with corn tortillas unless otherwise listed.

GRILLED SEAFOOD

à la carte | 2 taco plate

GOURMET SHRIMP

Toasted cheese, avocado, crispy bacon, cilantro/onion and chipotle sauces.

5.79 | 340 cal

12.99 | 670 cal

SALSA VERDE SHRIMP

Avocado, cheese, cabbage, cilantro/onion and chipotle sauce on a flour tortilla.

5.49 | 290 cal

12.49 | 570 cal

MEXICAN STREET CORN SHRIMP

Toasted cheese, roasted corn, cotija cheese, cilantro/onion and chipotle sauce.

5.79 | 340 cal

12.79 | 670 cal

WILD-CAUGHT MANGO MAHI MAHI

Grilled or blackened with guacamole, mango salsa, cabbage and chipotle sauce on a flour tortilla.

5.99 | 290/300 cal

13.29 | 570/600 cal

WILD-CAUGHT MAHI MAHI

Grilled or blackened with roasted corn, cabbage, cilantro/onion and chipotle sauce.

5.79 | 230/240 cal

12.99 | 450/480 cal

ATLANTIC SALMON

Grilled or blackened with roasted corn, cabbage, cilantro/onion and chipotle sauce.

6.29 | 270/280 cal

13.49 | 550 cal

TACO TRIOS

Add chips and beans for \$2.29

THE COASTAL TRIO

The Original Fish Taco[®], Salsa Verde Shrimp Taco and Wild-Caught blackened Mahi Mahi Taco.

13.49 | 840 cal

SHRIMP TRIO

Grilled Gourmet Shrimp Taco, Salsa Verde Shrimp Taco and Mexican Street Corn Shrimp Taco.

14.49 | 960 cal

GRILLED CHICKEN & STEAK

à la carte | 2 taco plate

GRILLED GOURMET TACOS™

Toasted cheese, avocado, crispy bacon, cilantro/onion and chipotle sauces.

All Natural Chicken 5.49 | 350 cal

11.99 | 700 cal

All Natural Steak 5.79 | 370 cal

13.49 | 730 cal

CLASSIC TACOS

Guacamole, cheese, salsa fresca, romaine and chipotle sauce.

All Natural Chicken 4.99 | 250 cal

10.99 | 510 cal

All Natural Steak 5.49 | 270 cal

12.99 | 550 cal

à la carte | 3 taco plate

STREET TACOS

Guacamole and cilantro/onion.

All Natural Chicken 4.29 | 100 cal

10.99 | 310 cal

All Natural Steak 4.49 | 120 cal

12.49 | 360 cal

MIX 'N MATCH PLATE

Any two tacos with pinto beans and chips.

9.99-14.49 | 520-1100 cal

THE Original FISH TACO®

WILD-CAUGHT ALASKA POLLOCK.
BEER-BATTERED BY HAND

à la carte | 2 taco plate

THE ORIGINAL FISH TACO

Mild salsa, white sauce and cabbage.

4.99 | 330 cal

9.99 | 660 cal

FISH TACO ESPECIAL

The Original Fish Taco[®] with guacamole, cheese and cilantro/onion.

5.49 | 390 cal

11.49 | 780 cal



*Product availability may vary depending on location

BOWLS & SALADS

CALIFORNIA BOWL

Guacamole, citrus rice, black beans, salsa fresca, romaine, chipotle sauce and salsa verde or roasted chipotle salsa.
610-770 cal

CILANTRO LIME QUINOA BOWL

Grilled veggies, avocado slices, brown rice & quinoa, black beans, romaine, cilantro lime sauce and almonds.
+\$1.50 | 630-780 cal

MEXICAN STREET CORN BOWL

Roasted corn, guacamole, citrus rice, black beans, romaine, cotija cheese, cilantro/onion, chili lime tajin®, cilantro lime mojo sauce and chipotle sauce.
+\$1 | 790-940 cal

CHOPPED SALAD

Cheese, tortilla strips, salsa fresca, romaine, cabbage and chipotle ranch.
440-590 cal

MANGO AVOCADO SALAD

Brown rice & quinoa, romaine, mango salsa, avocado slices, tortilla strips and lemon agave vinaigrette.
+\$1.50 | 520-670 cal

AVOCADO CORN TACO SALAD

Roasted corn, avocado slices, black beans, romaine, salsa fresca, tortilla strips and pickled jalapeno ranch.
+\$1 | 500-650 cal

CHOOSE YOUR PROTEIN:

Grilled Shrimp	12.99	All Natural Chicken	11.49
Wild-Caught Mahi Mahi	13.49	All Natural Steak	12.99
Atlantic Salmon	13.79	Grilled Veggies	11.99

MS-000000

*Product availability may vary depending on location

QUESADILLAS & NACHOS

QUESADILLA

Guacamole, sour cream, salsa fresca and chips.
1010 - 1160 cal

LOADED NACHOS

Guacamole, pinto beans, sour cream and salsa fresca.
+50¢ | 100 - 1250 cal

CHOOSE YOUR PROTEIN:

Cheese	9.99	All Natural Steak	12.99
All Natural Chicken	11.49	Grilled Shrimp	12.49

SIDES

GUACAMOLE & CHIPS

4.99 | 340 cal

BLACK BEANS

2.49 | 100 cal 3.99 | 280 cal

TORTILLA CHIPS

2.49 | 210 cal 3.99 | 460 cal

NO-FRIED PINTO BEANS

2.49 | 110 cal 3.99 | 300 cal

MEXICAN OR CITRUS RICE

2.49 | 100 cal 3.99 | 270 cal

BROWN RICE & QUINOA

2.79 | 80 cal 4.29 | 210 cal

MEXICAN STREET CORN

4.49 | 240 cal

2,000 calories a day is used for general nutrition advice, but calorie needs vary.
Additional nutrition information available upon request.

*Product availability may vary depending on location

BURRITOS

Served with chips (210 cal).

GRILLED SEAFOOD

CLASSIC SHRIMP

Cheese, salsa fresca, Mexican rice, pinto beans and chipotle sauce.
12.49 | 880 cal

ANCHO CITRUS SHRIMP

Guacamole, citrus rice, black beans, salsa fresca and chipotle sauces.
12.49 | 830 cal

SHRIMP & BACON

Toasted cheese, guacamole, blackened chilies, citrus rice, salsa fresca and chipotle sauces. ^K
12.99 | 1010 cal

WILD-CAUGHT MAHI MAHI

Grilled or blackened with guacamole, roasted corn, Mexican rice, cabbage, cilantro/onion and chipotle sauce.
13.49 | 830/850 cal

ATLANTIC SALMON

Grilled or blackened with guacamole, roasted corn, Mexican rice, cabbage, cilantro/onion and chipotle sauce.
13.99 | 920 cal

SIGNATURE BEER-BATTERED FISH

Guacamole, black beans, white sauce, cabbage, cilantro/onion and mild salsa.
12.49 | 940 cal

GRILLED CHICKEN, STEAK & OTHER

BURRITO ESPECIAL

Guacamole, citrus rice, black beans, salsa fresca and chipotle sauces.
All Natural Chicken 10.99 | 880 Cal All Natural Steak 12.49 | 930 Cal
Impossible™ Protein 13.49 | 950 Cal

CALIFORNIA BURRITO

Seasoned fries, guacamole, melted cheese, salsa fresca and chipotle sauce.
All Natural Chicken 12.49 | 1070 Cal All Natural Steak 12.99 | 1120 Cal
Impossible™ Protein 13.99 | 1160 Cal

BEAN & CHEESE

With mild salsa
8.99 | 750 cal

Impossible™ is a registered trademark of Impossible Foods, Inc. © 2019 Impossible Foods, Inc.

*Product availability may vary depending on location

5 UNDER \$10

THE ORIGINAL FISH TACO TWO TACO PLATE 9.99 | 980 cal

BAJA BEER-BATTERED SHRIMP TWO TACO PLATE 8.99 | 1020 cal
Sustainable shrimp fried in our signature beer-batter with cabbage, salsa fresca and Baja sauce. Served with chips and pinto beans.

BAJA GRILL CHICKEN BURRITO 8.99 | 860 cal

Grilled chicken, melted cheese, guacamole and salsa fresca wrapped in a warm flour tortilla. Served with chips. **45% less carbs.**

CLASSIC TACO TRIO 9.99 | 760-820 cal

Mix and match three Classic Chicken or Classic Steak Tacos.

CHOPPED SALAD WITH CHICKEN 9.99 | 480 cal

KIDS

Choose an entrée, 2 sides and a kids drink.

Sides: chips, rice, beans, fries +25¢ (+310 cal), applesauce (+50 cal) or kids churro (+150 cal).

ENTRÉES

BEAN & CHEESE BURRITO

6.99 | 580 cal

CHICKEN BOWL

Mexican rice, black beans & cheese.

6.99 | 300 cal

QUESADILLA

Cheese 6.99 | 540 cal

Chicken +50¢ | 580 cal

BUILD YOUR OWN TACOS

Choice of Grilled All Natural

Chicken, All Natural Steak,

Shrimp or Wild Mahi

Mahi (+50¢) with cheese,

lettuce and two flour tortillas.

6.99 | 380/440 cal

KIDS DIPPERS

All Natural Chicken Bites or Wild-Caught Crispy Fish. Served with fries and ranch or ketchup and a kids drink.

6.99 | 730/1060 cal

DRINKS



DAIANI

BEVERAGE BAR

1g 3.29 | 3.99 | 0-450 cal

BOTTLED DRINKS

3.49-3.99 | 0-220 cal

MEXICAN BEER

5.99 | 140-150 cal

MARGARITA

6.49 | 210 cal



*Compared to the Rubio's Burrito Especial with Chicken.

CALIFORNIA

*Product availability may vary depending on location



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

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

Type or Print with Black Ink

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

Rubio's Fresh Mexican Grill # 225

1. Name of restaurant (Please print): _____
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 work day)
- D. Payroll records for all employees showing hours worked each week and hourly wages

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

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

I, (Print Full Name) Theresa June Morse, 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: Theresa June Morse

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



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

DLLC USE ONLY

Fee:
Job #: 308092
Date Accepted: 9/4/24
CSR: ML

Personal Information Questionnaire

FP Current 8-17-23

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

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

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.
A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.
A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.
A.R.S. §4-101(22) and
A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

[X] AGENT [] CONTROLLING PERSON [] MANAGER

- 1. Name: MORSE THERESA JUNE
2. Social Security #: [redacted] Birth Date: [redacted]
3. Driver's License #: [redacted] State Issued: AZ
5. Are you a resident of Arizona? [X] Yes [] No Date of residency: 07 / 04 / 1981
6. Email address: TJMORSE1208@Q.COM
7. Home Address: 6730 E HERMOSA VISTA DR UNIT 61 MESA AZ 85215
8. Daytime phone #: 480-353-8035 Alternative phone #: 480-353-8035

SECTION 2 - LICENSED BUSINESS INFORMATION

- 1. License Number:
2. Business Name (doing business as): RUBIO'S FRESH MEXICAN GRILL #225
3. Business Address: 15479 W MCDOWELL RD STE 101 GOODYEAR AZ 85338

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

24 9 4 Lic. DEPT AR 8 24

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

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

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

DUNCAN, WENDY JEAN

SECTION 4 – BACKGROUND

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

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

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

Signature: Theresa June Morse Date: 9/1/24



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

*24 SEP 11 AM 10:37 AZDLLC

DLLC USE ONLY

Fee:	
Job #:	308092
Date Accepted:	9/11/24
CSR:	ML

Personal Information Questionnaire

805-587
pending

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

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

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

A.R.S. 54-202(A).

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

A.R.S. 54-101(10).

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

A.R.S. 54-101(22) and
A.R.S. 54-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

AGENT

CONTROLLING PERSON

MANAGER

1. Name: CRIVELLO JEFFERY JOSEPH
Last First Middle
2. Social Security #: [REDACTED] Birth Date [REDACTED]
(NOT a public record) (NOT a public record)
3. Driver's License #: [REDACTED] State Issued: IL
(NOT a public record)
5. Are you a resident of Arizona? Yes No Date of residency: ___/___/___
6. Email address: JEFFCRIVELLO@TREWCM.COM
7. Home Address: 235 WALNUT STREET LIBERTYVILLE IL 60048
8. Daytime phone #: 847-651-2274 Alternative phone #: 480-353-8035

SECTION 2 - LICENSED BUSINESS INFORMATION

1. License Number: _____
2. Business Name (doing business as): RUBIO'S FRESH MEXICAN GRILL #225
3. Business Address: 15479 W MCDOWELL RD STE 101 GOODYEAR AZ 85338

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

24 9 4 Liqueur Dept 411 8

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

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

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

DUNCAN, WENDY JEAN

SECTION 4 – BACKGROUND

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

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

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

Signature: Jeffery Joseph Crivello Date: 9/1/24

ADDENDUM TO QUESTIONNAIRE

Jeffery Joseph Crivello

Section 4

Question 1: I have been a controlling person on Famous Dave's and Barrio Queen in Arizona.

Famous Dave's

16148 N 83rd Ave, Peoria, AZ 85382

1011 N Dobson Rd, Mesa, AZ 85201

3250 W Frye Rd, Chandler, AZ 85226

Barrio Queen:

10455 W McDowell Rd, Avondale, AZ 85392

21001 N Tatum Blvd, Suite 98, Phoenix, AZ 85050

7640 W Bell Rd, Glendale, AZ 85308

10455 W McDowell Rd, Avondale, AZ 85392

21001 N Tatum Blvd, Suite 98, Phoenix, AZ 85050

7640 W Bell Rd, Glendale, AZ 85308

388 N Gilbert Rd, Gilbert, AZ 85234

7114 E Stetson Drive Ste 105, Scottsdale, AZ 85251

Respectfully submitted,



Jeffery Joseph Crivello



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

DLCC USE ONLY

Fee:	14.00
Job #:	308092
Date Accepted:	9/4/24
CSR:	ML

Personal Information Questionnaire

FP Current 6-2-2025

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

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

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

SECTION - 1 INDIVIDUAL INFORMATION

AGENT CONTROLLING PERSON MANAGER

1. Name: DUNCAN WENDY JEAN
Last First Middle
2. Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record) (NOT a public record)
3. Driver's License #: [REDACTED] State Issued: AZ
(NOT a public record)
5. Are you a resident of Arizona? Yes No Date of residency: 04 / 15 / 1969
6. Email address: WDUNCAN@RUBIOS.COM
7. Home Address: 9317 N CENTIPEDE AVE TUCSON AZ 85742
8. Daytime phone #: 520-861-8149 Alternative phone #: 480-353-8035

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: _____
2. Business Name (doing business as): RUBIO'S FRESH MEXICAN GRILL #243 223
3. Business Address: 937 N DOBSON RD STE 106 MESA AZ 85202

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS 24 9 4 Lic. Dept. 8/14/23

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

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

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

DUNCAN, WENDY JEAN

SECTION 4 – BACKGROUND

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

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

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

Signature: Wendy Jean Duncan Date: 8/29/24

Certificate of Completion
For
Title 4 MANAGEMENT Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant. Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 Course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training. A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information
Wendy Duncan

Full Name (please print)

Wendy Duncan
 Signature

08/27/2024

Training Completion Date

08/27/2027

Certificate Expiration Date
 (three years from completion date)

Training Provider Information
ABC - Arizona Business Council for Alcohol Education

Company Name

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

Mailing Address

(602) 285-1396

Daytime Contact Phone Number

I, **Jesus Altamirano**

Instructor Name (please print)

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

Jesus Altamirano
 Instructor Signature

Instructor Signature

27 / 8 / 24
 Day / Mo / Year

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

2) licensee, agent and manager actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
 Conveyance (series 8)
 Restaurant (series 12)

Government (series 5)
 Liquor Store (series 9)
 In-state Farm Winery (series 13)

Bar (series 4)
 Private Club (series 14)

Beer & Wine Bar (series 7)
 Hotel/Motel w/restaurant (series 11)
 Beer & Wine Store (series 10)

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

On-sale
 Off-sale
 On- and off-sale

Certificate of Completion For Title 4 BASIC Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant. The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training as a condition of employment. A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Wendy Duncan

Full Name (please print)

Wendy Duncan
Signature

08/27/2024

Training Completion Date

08/27/2027

Certificate Expiration Date
(three years from completion date)

Training Provider Information

ABC - Arizona Business Council for Alcohol Education

Company Name

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

Mailing Address

(602) 285-1396

Daytime Contact Phone Number

I, Jesús Altamirano, certify that the above named individual did successfully complete

Instructor Name (please print)

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

Jesús Altamirano
Instructor Signature

27 / 8 / 24
Day / Mo / Year

Instructor Signature

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

- | | |
|--|---|
| <ul style="list-style-type: none"> In-state Microbrewery (series 3) Conveyance (series 8) Restaurant (series 12) Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor. | <ul style="list-style-type: none"> Government (series 5) Liquor Store (series 9) In-state Farm Winery (series 13) Bar (series 6) Private Club (series 14) Beer & Wine Bar (series 7) Hotel/Motel w/restaurant (series 11) Beer & Wine Store (series 10) |
|--|---|
- The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

Liquor Licenses within One Mile – Rubio's Fresh Mexican Grill #225

Applicant Address: 15479 W McDowell Rd, Suite 101, Goodyear, AZ 85338

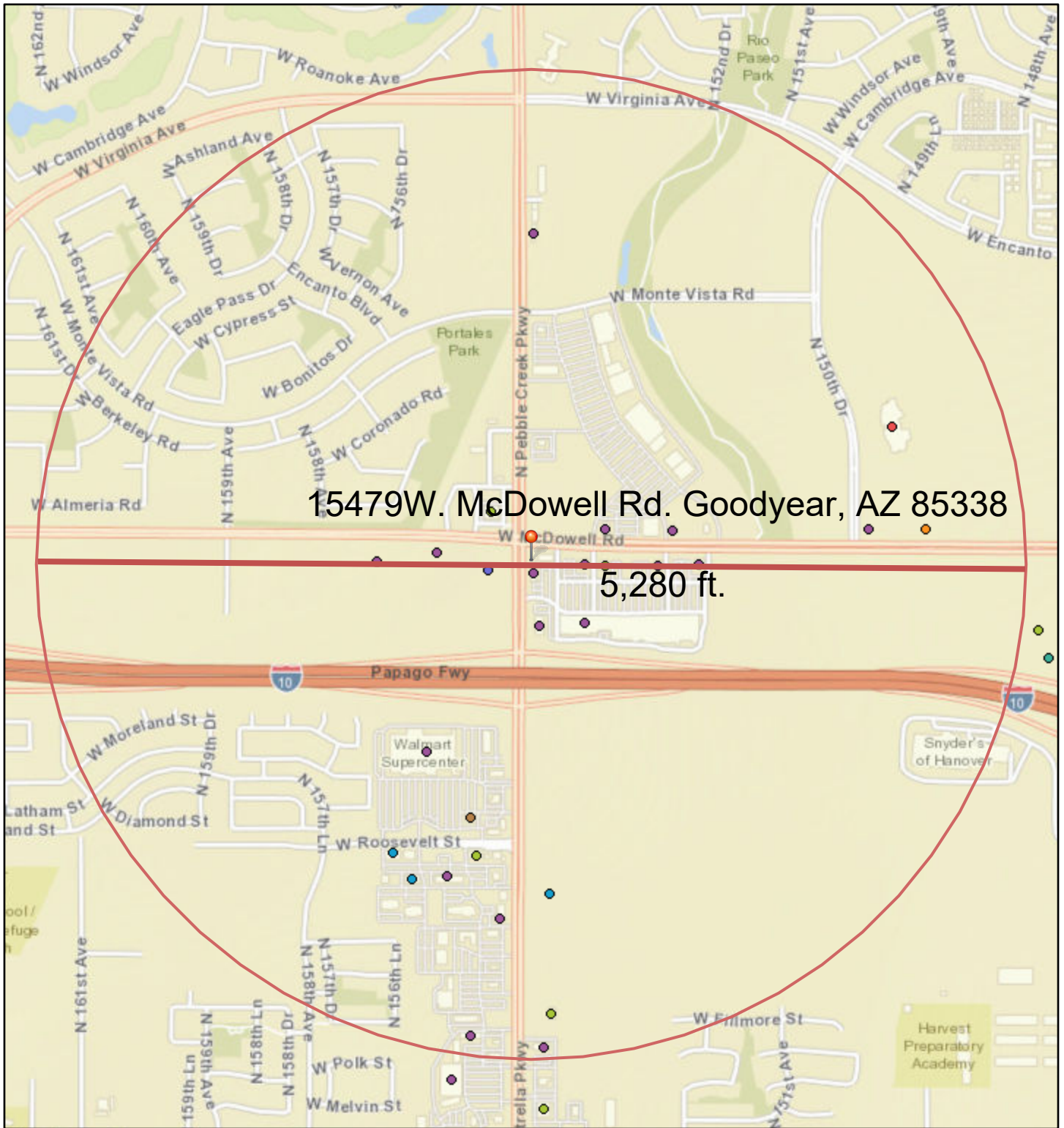
Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
CIRCLE K STORE #9528	15535 W MCDOWELL RD	494.06 ft	9
OLIVE GARDEN ITALIAN RESTAURANT #1773	15411 W MCDOWELL Road	555.39 ft	12
BARRO'S PIZZA	15475 W MCDOWELL Road #103	566.36 ft	12
AH-SO SUSHI & STEAK	15475 W MCDOWELL Road #105	566.36 ft	12
BEVMO	15405 W MCDOWELL Road	764.76 ft	9 / 9S
POPO'S FIESTA DEL SOL	15375 W MCDOWELL Road	765.01 ft	12
WALGREENS #12334	1654 N PEBBLE CREEK Parkway	807.13 ft	10
ARRIBA MEXICAN GRILL	15370 W MCDOWELL Road	904.26 ft	12
ROCK N ROLL SUSHI	15611 W MCDOWELL ROAD STE 110	1,061.87 ft	12
RED LOBSTER #6342	15311 W MCDOWELL Road	1,327 ft	12
OREGANO'S PIZZA BISTRO	15280 W MCDOWELL Road	1,563.45 ft	12
BABBO ITALIAN EATERY	15705 W MCDOWELL Road	1,678.12 ft	12
TEXAS ROADHOUSE	15255 W MCDOWELL Road	1,780.99 ft	12
WAL MART SUPERCENTER #5369	1100 N ESTRELLA Parkway	2,233.03 ft	9 / 9S
PIZZA HUT #27007	15557 W ROOSEVELT	3,083.84 ft	10
VALLEY CRAFT	15671 W ROOSEVELT STREET STE 102	3,358 ft	10 / 10S
AUGIE'S SPORTS GRILL	15605 W ROOSEVELT SUITE 100-101	3,369.6 ft	12
ALDI #161	845 N ESTRELLA Parkway	3,436.12 ft	10 / 10S
SADDLE MOUNTAIN BREWING COMPANY	15651 W ROOSEVELT Street	3,517.88 ft	12 / 3
CHEDDARS SCRATCH KITCHEN	15030 W MCDOWELL Road	3,613.37 ft	12
AKAIHANA SUSHI & GRILL	2293 N PEBBLE CREEK Parkway #101	3,640.86 ft	12
EL TATAKI SUSHI FUSION EXPRESS	790 N ESTRELLA Parkway #D & E	3,721.31 ft	12
HARKINS THEATRES AT ESTRELLA FALLS	15010 W MCDOWELL Road	4,153.23 ft	6
BJ'S RESTAURANT & BREWHOUSE	14950 W MCDOWELL Road	4,232.96 ft	12 / 12G
QUIKTRIP #1401	575 N ESTRELLA Parkway	4,719.64 ft	10
TAILGATERS SPORTS GRILL & IL PRIMO PIZZA & WINGS	530 N ESTRELLA Parkway	4,994.38 ft	12
SEÑOR TACO	525 N ESTRELLA Parkway #101	5,079.52 FT	12

Schools		
N/A	N/A	N/A

Series Legend:

Alternating Proprietorship (20)
Bar (6)
Beer & Wine Bar (7)
Beer & Wine Store (10)
Beer & Wine Store (10) with Sampling Privileges
Private Club (14)
Conveyance (8)
Craft Distiller (18)
Custom Crush (21)
Direct Shipment (17W)
Government (5)
Hotel (11)
Producer: In State (1)
Producer: Out of State (2)
Producer: Limited out of State (2L)
Producer: Out of State Winery (2W)
Producer: Out of State Microbrewery (2M)
Liquor Store (9)
Liquor Store (9) with Sampling Privileges
Microbrewery (3)
Restaurant (12)
Restaurant (12) with Growler Privileges
Special Event Contractor (SEC)
Wholesaler (4)
Winery (13)
Tasting Room (19)

Liquor License Evaluation - Rubio's Fresh Mexican Grill #225

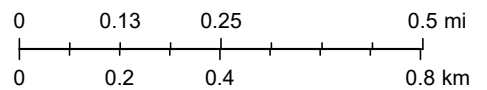


10/7/2024, 1:26:47 PM

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April 2024 Liquor Licenses

- Bar
- Beer and Wine Store
- Beer and Wine Store Sampling
- Hotel / Motel
- Interim Permit
- Liquor Store
- Liquor Store Sampling
- Microbrewery
- Restaurant
- Restaurant Growler
- Unlicensed



City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS, City of Goodyear

ITEM #: 5.
DATE: 11/04/2024
AI #:2285



CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZATION OF THE EXPENDITURE OF CONSTRUCTION FUNDS FOR APPROVED CIP PROJECT #60075 – BULLARD WATER CAMPUS PRE-FILTER REPLACEMENT

STAFF PRESENTER(S): Anthony Dudley, Acting Water Services Director

OTHER PRESENTER(S):

Jose Murillo, Water Services Utility Engineer

SUMMARY

A request to authorize the expenditure of construction funds up to \$690,000 for Capital Improvement Program (CIP) Project #60075 – Bullard Water Campus Pre-Filter Replacement.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality



INFRASTRUCTURE

RECOMMENDATION

Authorize the expenditure of construction funds up to \$690,000 for Capital Improvement Program (CIP) Project #60075 – Bullard Water Campus Pre-Filter Replacement. (Anthony Dudley, Acting Water Services Director).

FISCAL IMPACT

CIP Project #60075 – Bullard Water Campus Pre-Filter Replacement is currently programmed in the FY2025 CIP with a total project budget of \$967,200 with an estimated completion date of June 2025.

BACKGROUND AND PREVIOUS ACTIONS

Per city of Goodyear Resolution 08-1255, all expenditures of budgeted funds in excess of \$500,000 must obtain Council approval.

On April 25, 2022 (AI-602), Council approved CIP #60075 Bullard Water Campus Pre-Filter Replacement in the adoption of the FY2023 City of Goodyear City Manager's Recommended Budget.

STAFF ANALYSIS

CIP Project #60075 – Bullard Water Campus (BWC) Pre-Filter Replacement will provide final construction services for the project. In general, the proposed improvements include demolition of the existing 10-micron filters at the BWC. The current filters are 16 years old and have reached the end of their operational life cycle. Staff routinely perform repairs and modifications to the filters to maintain their functionality. A pre-design study, including particulate size distribution (PSD) testing, was performed. The study results did not support in-kind or similar replacement for the 10-micron pre-filters. The PSD results showed that less than 1% of the particles were larger than 10 microns and would be captured by pre-filters. The study recommended the installation of sand filters at each well site in lieu of 10-micron pre-filters at the BWC.

The project scope shifted to detailed design, construction, and commissioning for sand separators at Well 19, Well 22, and Well 26. The installation and maintenance of 3 sand separators proved to be more economical than the replacement of the existing pre-filters.

This Council Action Request is to obtain authorization for the expenditure for the construction of CIP Project #60075 – Bullard Water Campus Pre-Filter Replacement.

ITEM #: 6.
DATE: 11/04/2024
AI #:2325



CITY COUNCIL ACTION REPORT

SUBJECT: ANNUAL ASSESSMENT FOR INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT

STAFF PRESENTER(S): Brian Woodard, Emergency Manager

SUMMARY

This IGA between Maricopa County Department of Emergency Management and the City of Goodyear provides emergency planning software, services and support for incident response within the City of Goodyear.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



SAFE &
VIBRANT
COMMUNITY

RECOMMENDATION

Approve the expenditure of annual assessment payment for the IGA with Maricopa County Department of Emergency Management. (Brian Woodard, Emergency Manager)

FISCAL IMPACT

The shared cost to the City of Goodyear for FY24-25 is \$8,259.90 which is included in the Fire Department's general fund budget.

BACKGROUND AND PREVIOUS ACTIONS

Twenty-six jurisdictions participate in this regional IGA. This annual fee pays for the Emergency Operations Center software component as well as a variety of services such as assistance in writing and updating the jurisdiction's emergency plan, assistance in conducting training exercises, and providing a liaison to the city during large emergencies. It enables municipal partners to share equipment and staff in the event of an emergency which allows for cost-efficiencies, and rapid response. The agreement provides planning, training, and expert staff resources at Goodyear's disposal. The partner funding is leveraged against the county contribution and then matched by federal dollars. This leveraging maximizes the value of the municipal funding portion.

ITEM #: 7.
DATE: 11/04/2024
AI #:2273



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE RESOLUTION REFERRING CITY CHARTER AMENDMENTS TO THE VOTERS

STAFF PRESENTER(S): Roric Massey, City Attorney

SUMMARY

City Council will consider for possible action approving Resolution 2024-2430 referring four questions to the qualified voters of the City of Goodyear, amending four Articles of the City of Goodyear Charter, at a Special Election on May 20, 2025.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality



SAFE &
VIBRANT
COMMUNITY

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2430 REFERRING QUESTIONS TO BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF GOODYEAR WITH RESPECT TO AMENDMENTS TO THE GOODYEAR CITY CHARTER, SAID QUESTIONS TO BE SUBMITTED TO THE VOTERS AT A CITY SPECIAL ELECTION TO BE HELD ON MAY 20, 2025. (Roric Massey, City Attorney)

FISCAL IMPACT

This item has no direct fiscal impact and the anticipated costs associated with the recommendations are minimal. Changes to the City Charter require an election and the costs associated with the election have been included in the fiscal year 2025 budget.

BACKGROUND AND PREVIOUS ACTIONS

The Arizona Constitution grants specific authority for cities with a population of more than 3,500 to adopt a city charter. This State provision recognizes the authority of locally elected decision-makers to make local decisions, and the ability of the level of government closest to the citizens to respond to specific needs in their communities. A City Charter serves as the foundational document for governance in the city. In essence, the City Charter serves as the “constitution” of the city.

The original City Charter was adopted in 1987. It has been amended multiple times, including a comprehensive review and update in 2021. On April 29, 2024, City Council created the Ad-Hoc City Charter Review Committee (Committee) and directed the Committee to review the current City Charter. The Committee was charged with completing a more limited review of certain provisions of the City Charter.

The Committee is comprised of seven Goodyear residents: John Cox (Chair), Susan Schmelzer (Vice Chair), Fran Fee, David Halm, Jason Kish, Robert Plane, and Rodie Purcell. The Committee met three times in May and June of 2024. After extensive discussion, the Committee recommended four amendments to the City Charter amending Articles I, II, IV, & VI. The proposed amendments are summarized as follows:

Article I. The proposed amendment describes with more specificity the City’s reserved powers and preserves local control in relation to land use planning and regulation to preserve local control over those matters. The amendment details that the City Council has the authority, by simple majority vote, to regulate land use and development regulations, zoning ordinances, and architectural design and site plan regulations.

Article II. The proposed amendment to Article II recommends changes to how adjustments are made to compensation and benefits for the City Council. The amendment preserves the role of the Citizen’s Compensation Committee on salaries but adds benefits as an area the committee may make recommendations on. The proposed amendment further specifies that the Committee’s recommendations on adjustments to salaries or benefits for the City Council may only be accepted or rejected by the City Council and any adjustments become effective the following budget year.

Article IV. This proposed amendment would shift the authority to create, delete, or reorganize the various city departments from the City Council to the City Manager. This authority would be limited by the approved budget authority and would need to remain within the approved employee counts approved by the City Council.

Article VI. The proposed amendment preserves local control and clarifies that the City Council has the authority by simple majority vote to levy certain taxes including for retail, food for home consumption, online, restaurant and bar, utilities and communications, commercial real property rental, residential real property rental, hotel, and construction sales tax among others not otherwise prohibited by Federal or State Constitutions. The amendment further preserves the city’s bonding and debt issuance authority under current legal requirements.

On September 16, 2024, the Ad-Hoc City Charter Review Committee presented its recommendations to the City Council in a work session and this Resolution is in conformance with the Committee’s recommendations.

STAFF ANALYSIS

Any proposed changes to the City Charter require approval by a vote of Goodyear citizens. If the voters approve the amendments to the Charter, the Governor is then required to sign it and when that signature is affixed, the Charter is then in effect. If the City Council approves Resolution 2024-2034 and the Call of Election, the City staff and Attorney would begin the process of placing the proposed amendments on a future election ballot.

Attachments

Resolution w-Exhibits

RESOLUTION NO. 2024-2430

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, REFERRING QUESTIONS TO BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF GOODYEAR WITH RESPECT TO AMENDMENTS TO THE GOODYEAR CITY CHARTER, SAID QUESTIONS TO BE SUBMITTED TO THE VOTERS AT A CITY SPECIAL ELECTION TO BE HELD ON MAY 20, 2025.

WHEREAS, Arizona Revised Statutes § 9-283(C) requires all charter amendments be referred to the voters of the city; and

WHEREAS, the Ad-Hoc Charter Review Committee has made recommendations to the City Council for changes in the charter; and

WHEREAS, the City Council has referred recommendations to the voters for approval through this Resolution; and

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

SECTION 1. PROPOSED AMENDMENTS

The proposed amendments to the Goodyear City Charter in legislative format are attached hereto as Exhibit 1.

SECTION 2. OFFICIAL BALLOT

The Official Ballot for the Election shall be substantially in the form attached hereto as Exhibit 2.

SECTION 3. AUTHORIZATION AND DIRECTION

The City Attorney is authorized to make non-substantive changes to the Resolution or Exhibits needed to give effect to the referral of the offered amendments.

SECTION 6. Resolution 2024-2430 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 _____ day of _____, 2024.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT “1”

Proposed Amendments to Goodyear City Charter

(on the following pages)

PROPOSED AMENDMENTS TO ARTICLE I. INCORPORATION, FORM OF GOVERNMENT, POWERS OF CITY, BOUNDARIES

Section 3. Powers of the City

A. The City shall have all the powers, functions, rights, privileges and immunities possible under the Constitution and general laws of Arizona as fully as though they were specifically enumerated in this Charter, and all of the powers, functions, rights, privileges and immunities granted or to be granted, either expressly or by implication, to charter cities and to cities and towns incorporated under the provisions of Title 9, Arizona Revised Statutes, not in conflict herewith, and in addition, the City shall have the power to:

(1) acquire property within or without its corporate limits for any City purposes in fee simple or lesser interest or estate by purchase, gift, devise, lease or condemnation. The City may lease, sell, convey and otherwise dispose of any real or personal property owned by the City in the manner, for such consideration, and upon such conditions as may be determined by the Council;

(2) require all persons, firms, or corporations responsible for new physical development within the City to provide for or furnish, or pay a fee for furnishing: (a) public utility easements; (b) water production, storage and transmission; (c) sewage collection, treatment and disposal; (d) park land and development; (e) school sites; (f) dedication and improvement of public rights-of-way; (g) bike paths and other necessary transportation; (h) drainage; (i) flood control; and (j) other public facilities necessary to maintain satisfactory levels of service for said new development, as provided by ordinance which shall include definite standards basing the foregoing requirements on the needs of the residents of said new development;

(3) THE CITY COUNCIL IN ORDER TO CONSERVE AND PROMOTE THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE, SHALL HAVE THE POWER, BY SIMPLE MAJORITY VOTE, TO ESTABLISH LAND USE AND DEVELOPMENT REGULATIONS CONSISTENT WITH ITS ADOPTED GENERAL PLAN, ZONING ORDINANCES, AND ARCHITECTURAL DESIGN AND SITE PLAN REGULATIONS AND STANDARDS. ~~require architectural and site plan review and approval prior to the development, construction, reconstruction, or conversion of any building.~~

B. In this Charter mention of a particular power shall not be construed to be exclusive or to restrict the scope of the powers which the City would have if the particular power were not mentioned. The Charter shall be liberally construed to the end that the City shall have all

powers necessary or convenient for the conduct of its municipal affairs, and for the health, safety, and general welfare of its residents, including all powers that cities may assume pursuant to State law and the State Constitution.

PROPOSED AMENDMENTS TO ARTICLE II. THE COUNCIL

Section 11. Salaries, Generally; Citizens Council Compensation Committee on Salaries AND BENEFITS for Elected City Officials

A. There is established a Council Compensation Committee on salaries for elected City officials. The Committee shall be comprised of a Chairman plus four (4) members who shall be appointed from residents. The terms shall be staggered in the manner provided by Council. The members of the Committee shall serve without compensation but shall be reimbursed for actual expenses.

B. IN ODD NUMBERED YEARS, The Committee shall conduct a review of the compensation AND BENEFITS provided to elected City officials. Such review shall be made for the purpose of recommending adjustments to pay levels.

C. ~~In odd number years,~~ The Committee shall submit to the City Clerk, a copy of their review and their recommendations. ANY CHANGE TO COMPENSATION SHALL BE CONSISTENT WITH THE COMMITTEE RECOMMENDATION. THE CITY COUNCIL SHALL ACCEPT OR REJECT THE RECOMMENDATION OF THE COMMITTEE. ANY CHANGE SHALL BECOME EFFECTIVE THE FOLLOWING BUDGET YEAR. ~~The recommendations of the Committee shall be accepted or rejected by the City Council.~~

D. THE COMMITTEE MAY ALSO REVIEW AND MAKE RECOMMENDATIONS REGARDING CITY COUNCIL BENEFITS. AS WITH COMPENSATION, BENEFITS SHALL BE COMPETITIVE WITH COMPARABLE ARIZONA CITIES IN SIZE AND COMPLEXITY AND CONSISTENT WITH THOSE OFFERED TO THE GENERAL EMPLOYEES OF THE CITY. THE CITY COUNCIL MAY ACCEPT OR REJECT THE COMMITTEE RECOMMENDATIONS BY MAJORITY VOTES OF THE CITY COUNCIL AND ANY CHANGE SHALL BECOME EFFECTIVE THE FOLLOWING BUDGET YEAR. ~~In the event that the Committee recommends a change, including a reduction, in the salaries for elected officials of an amount less than five and one-tenth percent (5.1%) than the existing salary for elected officials, then no question shall be submitted to the qualified electors. Such change shall become effective for the Mayor and all Councilmembers on July 1st of even years.~~

E. ~~In the event that the Committee recommends a change, including a reduction, in the salaries for elected officials of an amount greater than five and one tenth percent (5.1%) than the existing salary for elected officials, then the question shall be submitted to the qualified~~

electors at a regular election. If approved, such change shall become effective for the Mayor and all Councilmembers upon the canvass of the election.

F.- Upon the effective date of the 2021 City Charter revision, the current City Councilmembers shall be compensated consistent with the provisions of City Ordinance 2018-1404 and subsequent salary adjustments shall be based on that established salary.

**PROPOSED AMENDMENTS TO
ARTICLE IV. ADMINISTRATIVE DEPARTMENTS, OFFICES AND
EMPLOYEES**

Section 1. Administrative Departments and Offices

A. The ~~Council~~CITY MANAGER, by ordinance not inconsistent with this Charter, shall provide for the organization, conduct and operation of the several offices and departments of the City ~~as established by this Charter~~, for the creation of additional departments, for their consolidation, alteration or abolition WITHIN SUCH BUDGETARY AUTHORITY AND OVERALL EMPLOYEE COUNTS AS OTHERWISE APPROVED BY THE CITY COUNCIL.

B. The City Manager may assign additional functions or duties to offices, departments or agencies.

PROPOSED AMENDMENTS TO ARTICLE VI. FINANCE AND TAXATION

Section 1. Fiscal

The powers of the City concerning budget, taxation, financial and fiscal powers shall be limited only by the provisions of the Constitution and laws of the State and this Charter.

Section 2. Taxing Powers

A. The Council, BY SIMPLE MAJORITY VOTE, shall have the power to levy and collect ad valorem and excise taxes, including, but not limited to, a transaction privilege tax ON CATEGORIES SUCH AS RETAIL, FOOD FOR HOME CONSUMPTION, ONLINE, RESTAURANT AND BAR, UTILITIES AND COMMUNICATIONS, COMMERCIAL REAL PROPERTY RENTAL, RESIDENTIAL REAL PROPERTY RENTAL, AND CONSTRUCTION AMONG OTHER; a use tax, ~~and~~ a business license tax; PROPERTY TAX, and all other taxes not prohibited by Federal or State Constitution, for any or all of the following purposes:

- (1) To pay the interest and to repay the bonded indebtedness of the City;
- (2) For the general expenses incurred in the operation of City government;
- (3) Establish special taxing districts to provide for improvements within specified areas of the City, including the authority to issue bonds for such improvements, and to levy taxes and assessments therefore within such specified area or areas; and
- (4) For any other lawful municipal purpose.

B. The enumeration herein of the types of taxes and the purposes for which such taxes may be levied and collected shall not be deemed to limit in any way the taxing powers of the City.

Section 3. Claims Against the City

The City Council shall prescribe the manner in which claims against the City shall be presented, audited and paid, including the time period in which such claims, including negligence claims, may be submitted to the City.

Section 4. Depositories, Transfers and Investment of City Funds

A. The City shall establish an accounting system that follows generally accepted accounting principles as set forth by the Governmental Accounting Standards Board.

B. The Council may cause City monies to be deposited or invested in any depository or other investment so long as such deposit or investment is not contrary to the laws of the State.

C. Whenever there shall not be sufficient monies, in any of the interest funds for the bonded indebtedness of the City to pay the interest on such bonded indebtedness when due, the Council shall direct the transfer from the general or other fund having monies therein to such interest funds the necessary amounts of money to pay the interest on said bonded indebtedness, and the amount so transferred shall be returned to the respective funds from which such transfer was made whenever sufficient monies shall accrue in said bonded indebtedness funds, from the regular tax levied therefore.

Section 5. Independent Audit and Review

An independent audit of the City's financial transactions shall be conducted as required by Arizona State Statute. Independent audits shall follow generally accepted accounting principles as set forth by the Governmental Accounting Standards Board.

Section 6. DEBT AUTHORIZATION

- A. THE CITY COUNCIL SHALL HAVE THE AUTHORITY TO SUBMIT QUESTIONS ON DEBT AUTHORIZATION TO A PUBLIC VOTE AT A REGULAR OR SPECIAL ELECTION WHEN AN ELECTION IS REQUIRED. DEBT AUTHORIZATION SHALL BE DECIDED BY SIMPLE MAJORITY OF ALL VOTES CAST ON THE QUESTION OF DEBT AUTHORIZATION.

- B. THE CITY COUNCIL SHALL HAVE THE AUTHORITY TO ISSUE MUNICIPAL INDEBTEDNESS FOR ANY LAWFUL PURPOSES, WITH SUCH COUNCIL APPROVAL TO BE BY SIMPLE MAJORITY VOTE OF A QUORUM OF THE CITY COUNCIL.

EXHIBIT "2"

Official Ballot Language for Special Election

(on the following pages)

PROPOSED GOODYEAR CHARTER AMENDMENT NO. 1.

Official Title

Amendment of Article I Incorporation, Form of Government, Powers of the City, Boundaries of the Charter of the City of Goodyear to specify the powers of the City in regards to land use planning and regulation.

Descriptive Title:

Article I Incorporation, Form of Government, Powers of the City, Boundaries, would be amended to specify that the City Council has the power by simple majority vote to establish land use and development regulations, zoning ordinances, architectural design, and site plan regulations and standards, that are consistent with the adopted General Plan.

Ballot Language

SHALL ARTICLE I OF THE CHARTER OF THE CITY OF GOODYEAR BE AMENDED TO STATE THE CITY COUNCIL BY SIMPLE MAJORITY VOTE HAS THE POWER TO ESTABLISH LAND USE AND DEVELOPMENT REGULATIONS CONSISTENT WITH ITS ADOPTED GENERAL PLAN, ZONING ORDINANCES, AND ARCHITECTURAL DESIGN REGULATIONS AND STANDARDS?

YES

A **YES** vote shall have the effect of adopting the proposed amendment to the City Charter.

NO

A **NO** vote shall have the effect of rejecting the proposed amendment to the City Charter.

PROPOSED GOODYEAR CHARTER AMENDMENT NO. 2.

Official Title

Amendment of Article II The Council, Section 11 Salaries, generally, Citizen's Compensation Committee on salaries for elected city officials of the Charter of the City of Goodyear to amend the procedure for adjustment to City Council salaries and benefits.

Descriptive Title:

Article II The Council, Section 11 Salaries, generally, Citizen's Compensation Committee on salaries for elected city officials would be amended to add Benefits to the title, and to amend the procedure and scope of recommendations of the Citizen's Compensation Committee to include both adjustments to salaries and benefits and provide that the City Council may only accept or reject that recommendation by simple majority vote.

Ballot Language

SHALL ARTICLE II, SECTION 11 OF THE CHARTER OF THE CITY OF GOODYEAR BE AMENDED TO INCLUDE BENEFITS IN THE TITLE AND TO AMEND THE PROCEDURE FOR THE CITIZEN'S COMPENSATION COMMITTEE RECOMMENDATIONS AND PROVIDE THAT THE CITY COUNCIL MAY ACCEPT OR REJECT THAT RECOMMENDATION BY SIMPLE MAJORITY VOTE?

YES

A **YES** vote shall have the effect of adopting the proposed amendment to the City Charter.

NO

A **NO** vote shall have the effect of rejecting the proposed amendment to the City Charter.

PROPOSED GOODYEAR CHARTER AMENDMENT NO. 3.

Official Title

Amendment of Article IV Administrative Departments, Officers and Employees of the Charter of the City of Goodyear to amend the administrative process for the organization of the various city departments.

Descriptive Title:

Article IV Administrative Departments, Officers and Employees would be amended to transfer the authority to create, consolidate, alter or abolish the various city departments from the City Council to the City Manager within the approved budget authority and employee counts as otherwise approved by the City Council.

Ballot Language

SHALL ARTICLE IV, OF THE CHARTER OF THE CITY OF GOODYEAR BE AMENDED TO TRANSFER THE AUTHORITY TO CREATE, CONSOLIDATE, ALTER OR ABOLISH THE VARIOUS CITY DEPARTMENTS FROM THE CITY COUNCIL TO THE CITY MANAGER WITHIN THE APPROVED BUDGETARY AND EMPLOYEE COUNTS OTHERWISE APPROVED BY THE CITY COUNCIL?

YES

A **YES** vote shall have the effect of adopting the proposed amendment to the City Charter.

NO

A **NO** vote shall have the effect of rejecting the proposed amendment to the City Charter.

PROPOSED GOODYEAR CHARTER AMENDMENT NO. 4.

Official Title

Amendment of Article VI Finance and Taxation of the Charter of the City of Goodyear to codify allowable transaction privilege tax categories and to codify currently existing rules related to bond approval and issuance.

Descriptive Title:

Article VI Finance and Taxation would be amended to codify allowable categories of municipal transaction privilege tax categories and to further codify existing rules regarding the procedure for bond approval and issuance.

Ballot Language

SHALL ARTICLE VI FINANCE AND TAXATION, OF THE CHARTER OF THE CITY OF GOODYEAR BE AMENDED TO CODIFY ALLOWABLE CATEGORIES OF MUNICIPAL TRANSACTION PRIVILEGE TAX CATEGORIES AND TO FURTHER CODIFY EXISTING RULES REGARDING THE PROCEDURE FOR BOND APPROVAL AND ISSUANCE?

YES

A **YES** vote shall have the effect of adopting the proposed amendment to the City Charter.

NO

A **NO** vote shall have the effect of rejecting the proposed amendment to the City Charter.

ITEM #: 8.
DATE: 11/04/2024
AI #:2264



CITY COUNCIL ACTION REPORT

SUBJECT: ANNEXATION OF TWO PROPERTIES SOUTH OF W LOWER BUCKEYE ROAD FOR STREAM DATA CENTER (SDC I AND SDC II)

STAFF PRESENTER(S): Guadalupe Ortiz Cortez, Senior Planner

OTHER PRESENTER(S):

Fae Sowders with Bergin, Frakes, Smalley & Oberholtzer, PLLC

SUMMARY

Two Public Hearings and the consideration of two Annexation Ordinances for the annexation of 0.558 acres of property along Litchfield Road south of West Lower Buckeye Road (SDC I Property) and annexation of 3.342 acres of property along Litchfield Road south of West Lower Buckeye Road (SDC II Property).

STRATEGIC PLAN ALIGNMENT



INFRASTRUCTURE

RECOMMENDATION

1. ADOPT ORDINANCE NO. 2024-1619, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY .558 ACRES OF PROPERTY ALONG SOUTH LITCHFIELD ROAD, SOUTH OF WEST LOWER BUCKEYE ROAD, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, PROVIDING A CITY ZONING DESIGNATION OF AG AGRICULTURAL; PROVIDING AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE AND TO PROVIDE A COPY TO THE CLERK OF THE BOARD OF SUPERVISORS OF MARICOPA COUNTY.

2. ADOPT ORDINANCE NO. 2024-1620, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING

APPROXIMATELY 3.342 ACRES OF PROPERTY ALONG SOUTH LITCHFIELD ROAD, SOUTH OF WEST LOWER BUCKEYE ROAD, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, PROVIDING A CITY ZONING DESIGNATION OF AG AGRICULTURAL; PROVIDING AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE AND TO PROVIDE A COPY TO THE CLERK OF THE BOARD OF SUPERVISORS OF MARICOPA COUNTY. (Guadalupe Ortiz Cortez, Senior Planner)

FISCAL IMPACT

Annexation of land has a fiscal impact. A brief overview of anticipated public infrastructure and service impacts is included in the staff analysis section of this staff report. The west half of Litchfield Road will be constructed by the property owners and the City will be responsible for future maintenance of the roadway.

BACKGROUND AND PREVIOUS ACTIONS

The property to be annexed into the City abuts two parcels on the west side of S. Litchfield Road. The first parcel is adjacent to the southwest corner of W. Lower Buckeye Road and S. Litchfield Road (the "SDC I Property"). The SDC I Property was zoned I-1 (Light Industrial) by Ordinance No. 2006-0997 adopted by Council on March 6, 2006. The second parcel is adjacent to the west side of S. Litchfield Road between the southern boundary of the SDC I Property and W. Broadway Road (the "SDC II Property"). The SDC II Property was zoned I-1 (Light Industrial) with a PAD Overlay by Ordinance No. 2023-1574 adopted by Council on July 10, 2023. The SDC I Property and the SDC II Property are being developed as the Stream Data Center Campus.

The owners of the SDC I Property and the SDC II Property are required to complete full half-street improvements for the west half of S. Litchfield Road adjacent to their respective properties and to dedicate the right-of-way needed for such improvements. The property to be annexed into the City abuts the west-half of S. Litchfield Road. The assessor's map reflects the property as being county right of way. Accordingly, to allow the half-street improvements to S. Litchfield Road to be constructed pursuant to the city's standards, the two property owners are seeking to have the remainder of their respective properties annexed into the city. Approximately 0.558 acres of the SDC I Property and approximately 3.342 acres of the SDC II Property are to be annexed into the city and conveyed to the city for right-of-way.

At its regular meeting on July 8, 2024, City Council voted to authorize staff to initiate the annexation process to annex approximately 0.558 acres of the SDC I Property and approximately 3.342 acres of the SDC II Property.

At its regular meeting on September 9, 2024, City Council held public hearings to consider annexation of approximately 0.558 acres of the SDC I Property and approximately 3.342 acres of the SDC II Property. There were no public speakers for the items. No action was needed at these hearings.

STAFF ANALYSIS

Current Policy:

Arizona State Statute regulates annexations. Below is a brief summary of the annexation process:

- Staff conducts a cursory review of the annexation proposal.
- Staff determines whether the proposed annexation area meets the state legal requirements for annexation as set forth in A.R.S. § 9-471.
- Assuming the proposed annexation meets the legal requirements for annexation, staff conducts a review of the annexation proposal to determine the desirability of the annexation, which include an impact analysis of the proposed annexation.
- Staff provides an impact analysis of the annexation proposal to City Council. The City Council will consider the proposal and make a determination on whether to authorize staff to proceed with the annexation.
 - If authorization is not provided, then no further action on the annexation will be taken.
 - If authorization is provided, staff will move forward with the state statutory requirements for annexation.
- After further staff review of the proposal, a blank petition containing the legal description and an accurate map of the annexation territory is filed with the County Recorder and notice and a copy of the filing shall be given to the clerk of the board of supervisors and to the county assessor. The description shall identify the entity, if any, that will be responsible for maintaining the existing rights-of-way and roadways that are within or contiguous to the exterior boundaries of the area of the proposed annexation.
- After the blank petition is filed, there is a 30-day waiting period. The first of two public hearings must be held within the last 10 days of this 30-day waiting period to receive public input on the annexation. Notices of the public hearing must be: (i) published in a newspaper of general circulation at least fifteen days before the end of the 30-day waiting period and six (6) days before the public hearing; (ii) be posted in at least three conspicuous public places in the area being annexed at least six (6) days before the public hearing; (iii) sent by first class mail to the chairperson of the board of supervisors of the county in which the property being annexed is located at least six (6) days before the public hearing; (iv) sent by first class mail, with an accurate map of the property being annexed to each owner of the real and personal property as shown on the statement provided by the county assessor and department of revenue at least six (6) days before the public hearing
- After the first public hearing and after the 30-day waiting period is over, the blank petition may be signed and collected.
- Once signatures have been collected on the blank petition, an annexation ordinance is prepared, and a second public hearing is held for Council's consideration of the Ordinance. If approved by Council, the signed petitions and required affidavits will be filed with the Maricopa County Recorder and a copy of the Annexation Ordinance is submitted to the Clerk of the Board of Supervisors for Maricopa County.

Details of the Request:

As set forth above, the City Council has been asked to annex portions of the SDC I Property and the SDC II Property, which is needed for the expansion of the west half of Litchfield Road adjacent to the respective properties. An aerial photo of the properties is included as Attachment A.

City Council is being asked to complete the annexation process by holding the final public hearings required before the adoption of annexation ordinances and to adopt annexation

ordinances that annex the portions of the SDC I Property and the SDC II Property needed for the expansion of the west half of Litchfield Road adjacent to the respective properties and that adopt zoning for the annexed property. The Annexation Ordinance and associated Certification of Map for SDC I Property are included as Attachments B and C. The Annexation Ordinance and associated Certification of Map for SDC II Property are included as Attachments D and E.

The City's General Plan designates this area as Industrial. The existing County zoning for both properties is Rural-190 (RU-190). Upon annexation, the property would be designated the city equivalent zoning district of Agricultural (AG). The property is located within the city's municipal planning area and meets State statutory requirements for annexation.

If adopted, and assuming there are no challenges to the adoption, the annexation ordinance(s) will become final within 30 days of adoption.

Prior to these public hearings, in accordance with the City's annexation policy and state law, the following actions have occurred:

- On July 8, 2024, City Council voted to authorize staff to initiate the annexation of approximately 0.558 acres of property along Litchfield Road south of West Lower Buckeye Road (SDC I Property). At this meeting, City Council also authorized staff to initiate the annexation of approximately 3.342 acres of property along Litchfield Road south of West Lower Buckeye Road (SDC II Property).
- On July 9, 2024, staff forwarded a legal description of the properties to be annexed and a map of the Annexation Area to the Maricopa County Assessor and the Arizona Department of Revenue, Property Valuation and Equalization Division ("ADOR") requesting a list of the owners of the property to be annexed and the appraisal and assessment of the property being annexed.
- On August 19, 2024, after receiving the necessary information from the Maricopa County Assessor and ADOR, a blank (unsigned) petition containing the legal description and an accurate map of all exterior boundaries, including all County rights-of-way and roadways with no taxable value, of the territory proposed to be annexed was filed with the County Recorder of Maricopa County. The blank petition was accompanied by a sworn affidavit verifying that no part of the territory for which the filing is made is subject to an earlier filing for annexation.
- On September 9, 2024, City Council held a Public Hearing to discuss and take public input on the proposed annexations.
 - Notices of the public hearing being held on September 9, 2024 for each annexation was published in the Arizona Republic West Valley Edition on August 23, 2024, which is at least fifteen days before the end of the 30-day waiting period and at least six (6) days before the public hearing. On August 21, 2024, notices of the public hearings were also posted in three conspicuous places in each of the properties proposed to be annexed, which is at least six (6) days before the public hearing. On August 21, 2024, notices of the public hearing along with an accurate map of the Annexation Area for each of the proposed annexations was mailed by first class mail to the County Board of Supervisors; to the County Assessor; and to the owner of real and personal property identified on the lists received from the Maricopa County Assessor and Arizona Department of Revenue, which is at least six (6) days before the public hearing.
 - No public comment was received in regard to these annexations at the September 9, 2024 public hearings.
- After the September 9, 2024 hearings and the expiration of the 30-day waiting period (September 17, 2024), the blank petitions were circulated by the applicant for signatures.

As part of the annexation process, the petition must be signed by the property owners who own at least 50% of the value of the property and by at least 51% of the owners of the property being annexed. With regard to the proposed SDC I annexation, the property is owned by a single entity (SDC I Property Owner), and the appropriate signature was received. With regard to the proposed SDC II annexation, the property is owned by a single entity (SDC II Property Owner), and the appropriate signature was received.

- Having collected the required signatures on the blank petitions, Annexation Ordinance No. 2024-1619 and 2024-1620 have been prepared and are being presented for City Council's consideration.

City's Annexation Policy

The Goodyear City Council adopted an annexation policy by Resolution 2001-768 that provides staff with guidelines for the evaluation of annexation requests:

- A. The City's ability to provide basic services in a timely manner
- B. Long-term desirability for community development and economic growth
- C. Likelihood of the area being developed in Maricopa County or being annexed by another city or town
- D. Ability to control the quality of land uses and infrastructure standards
- E. Compatibility with General Plan, infrastructure needs, and timing of development

As discussed above, the 0.558-acre annexation proposal (SDC I) and the 3.342-acre annexation proposal (SDC II) (for a total of 3.9 acres) are immediately adjacent to two properties being developed as Stream Data Center Campus. In this case, the annexation requests involve the annexation of property that will be dedicated to the city as right-of-way for the west half of S. Litchfield Road and will be improved by the adjacent property owners to meet city standards as part of the development of the Stream Data Center Campus. The proposed annexation will not result in any increase in service requirements on the part of the city other than additional maintenance responsibilities for road improvements for the west-half of S. Litchfield Road that will be constructed to support the development of Stream Data Center Campus. It is not likely that Maricopa County will improve S. Litchfield Road between W. Lower Buckeye Road and W. Broadway Road nor is it likely that Avondale, which has annexed to the eastern boundary of S. Litchfield Road south of W. Lower Buckeye will either annex past the center line of S. Litchfield Road or develop the west half of S. Litchfield Road. This annexation will allow the city to ensure its infrastructure needs and standards are met and compatible with the General Plan.

If the two annexation Ordinances are adopted, copies of the adopted ordinances and all exhibits referred to therein are to be filed and recorded in the office of the County Recorder of Maricopa County, Arizona and a copy of the adopted ordinances and all exhibits referred to therein are to be sent to the Clerk of the Board of Supervisors of Maricopa County, Arizona.

Attachments

Attachment A - Aerial Photo

Attachment B - Ordinance No. 2024-1619

Attachment C - SDC I Certification of Map

Attachment D - Ordinance No. 2024-1620

Attachment E - SDC II Certification of Map

Staff Presentation

SDC I and SDC II Annexations along South Litchfield Road South of Lower Buckeye Road



MC 85

S Litchfield Road

W Lower Buckeye Road

SDC I

SDC II

W Broadway Road

City of Goodyear, PHX GIS, City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA

P24-00097 SDC I and P24-00145 SDC II Annexations

ORDINANCE NO. 2024-1619

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY .558 ACRES OF PROPERTY ALONG SOUTH LITCHFIELD ROAD, SOUTH OF WEST LOWER BUCKEYE ROAD, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, PROVIDING A CITY ZONING DESIGNATION OF AG AGRICULTURAL; PROVIDING AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE AND TO PROVIDE A COPY TO THE CLERK OF THE BOARD OF SUPERVISORS OF MARICOPA COUNTY.

WHEREAS, a petition in writing, accompanied by a map or plot of said real property, having been filed and presented to the Mayor and Council of the City of Goodyear, Arizona, signed by the owner of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Goodyear in the event of annexation within the territory and land hereinafter described as shown by the last assessment of said property, which said territory is contiguous to the City of Goodyear, and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed to the City of Goodyear, and to extend and increase the corporate limits of the City of Goodyear so as to embrace the same; and,

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona are desirous of complying with said petition and extending and increasing the corporate limits of the City of Goodyear to include said territory; and,

WHEREAS, the property that is the subject of the annexation petition is undeveloped and unoccupied; and,

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Goodyear, and had attached thereto at all times an accurate map of the territory desired to be annexed; and,

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property in such territory; and,

WHEREAS, the provisions of A.R.S. §9-471, and amendments thereto, have been fully observed; and,

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Goodyear, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of the Maricopa County Recorder.

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

SECTION 1. ANNEXATION

That the approximate .558 acres of territory described in Exhibit A – Legal Description and depicted in Exhibit B – Annexation Map, both of which are attached hereto and incorporated herein, is hereby annexed to the City of Goodyear, and that the present corporate limits are hereby extended and increased to include the approximate .558 acres of territory described in Exhibit A - Legal Description (the “Annexation Property”); and that the official map of the City of Goodyear be amended to include the Annexation Property.

SECTION 2. ZONING

That the City of Goodyear zoning classification for the Annexation Property shall be Agricultural (AG) (being the City of Goodyear zoning classification most consistent with Maricopa County’s classification of RU-190). That the official zoning map of the City of Goodyear be amended to show the City of Goodyear’s zoning classification for the Annexation Property.

SECTION 3. RECORDATION

A copy of this ordinance and all exhibits referred to herein, including Exhibit A – Legal Description and Exhibit B – Annexation Map, which is an accurate map of the territory hereby annexed to the City of Goodyear, shall be filed and recorded in the office of the County Recorder of Maricopa County, Arizona and a copy of this ordinance and all exhibits referred to herein shall be provided to the Clerk of the Board of Supervisors of Maricopa County, Arizona.

SECTION 4. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

Exhibit A

**LEGAL DESCRIPTION
ANNEXATION LEGAL
STREAM - SDC PHX I
GOODYEAR, ARIZONA**

June 19, 2024
Job No.18292
Page 1 of 1

THE EAST 33 FEET OF THE NORTH 808.67 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,

EXCEPT THE NORTH 33 FEET THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21, MARKED BY A BRASS CAP IN HANDHOLE STAMPED "MARICOPA COUNTY," FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 21, MARKED BY A BRASS CAP IN HANDHOLE STAMPED "MARICOPA COUNTY" BEARS SOUTH 01°01'23" EAST, A DISTANCE OF 2605.12 FEET;

THENCE SOUTH 01°01'23" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 33.02 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 01°01'23" EAST, A DISTANCE OF 775.64 FEET;

THENCE SOUTH 88°58'13" WEST, A DISTANCE OF 33.00 FEET;

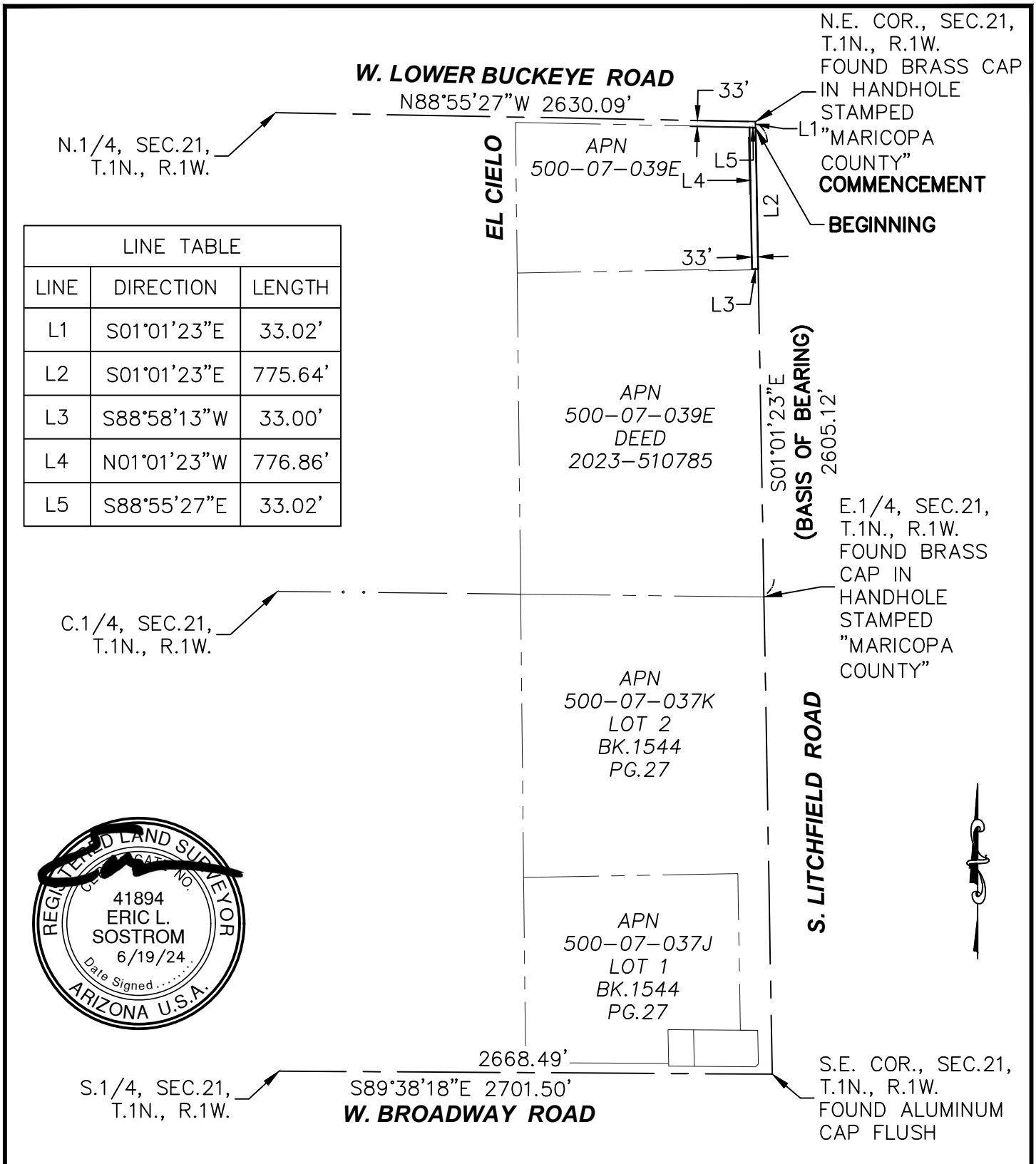
THENCE NORTH 01°01'23" WEST, PARALLEL WITH AND 33.00 FEET EAST OF SAID EAST LINE, A DISTANCE OF 776.86 FEET;

THENCE SOUTH 88°55'27" EAST, A DISTANCE OF 33.02 FEET TO THE **POINT OF BEGINNING**.

SAID AREA CONTAINS 25,616 SQUARE FEET OR 0.588 ACRES, MORE OR LESS.



Exhibit B



2401 W PEORIA AVE, STE 130
 PHOENIX, AZ 85029
 602.957.3350

rickengineering.com

San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

ANNEXATION DESCRIPTION
STREAM - SDC PHX I
GOODYEAR, ARIZONA

DRAWING:	18292-Annex_Desc.dwg			
JOB#	S18292	SCALE:	NTS	SHT: 1 OF 1
DRAFTER:	PJE	CHK:	ELS	DATE: 6/19/24

CERTIFICATION OF MAP

**MAP OF AREA
TO BE ANNEXED**

I, Joe Pizzilo, Mayor of the City of Goodyear, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by Ordinance No. 2024-1619, annexing the territory described in Ordinance No. 2024-1619 and as shown on said map as a part of that territory to be included within the corporate limits of the City of Goodyear, Arizona.

Joe Pizzilo

Date: _____

ATTEST:

City Clerk

ORDINANCE NO. 2024-1620

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 3.342 ACRES OF PROPERTY ALONG SOUTH LITCHFIELD ROAD, SOUTH OF WEST LOWER BUCKEYE ROAD, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, PROVIDING A CITY ZONING DESIGNATION OF AG AGRICULTURAL; PROVIDING AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE AND TO PROVIDE A COPY TO THE CLERK OF THE BOARD OF SUPERVISORS OF MARICOPA COUNTY.

WHEREAS, a petition in writing, accompanied by a map or plot of said real property, having been filed and presented to the Mayor and Council of the City of Goodyear, Arizona, signed by the owner of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Goodyear in the event of annexation within the territory and land hereinafter described as shown by the last assessment of said property, which said territory is contiguous to the City of Goodyear, and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed to the City of Goodyear, and to extend and increase the corporate limits of the City of Goodyear so as to embrace the same; and,

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona are desirous of complying with said petition and extending and increasing the corporate limits of the City of Goodyear to include said territory; and,

WHEREAS, the property that is the subject of the annexation petition is undeveloped and unoccupied; and,

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Goodyear, and had attached thereto at all times an accurate map of the territory desired to be annexed; and,

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property in such territory; and,

WHEREAS, the provisions of A.R.S. §9-471, and amendments thereto, have been fully observed; and,

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Goodyear, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of the Maricopa County Recorder.

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

SECTION 1. ANNEXATION

That the approximate 3.342 acres of territory described in Exhibit A – Legal Description and depicted in Exhibit B – Annexation Map, both of which are attached hereto and incorporated herein, is hereby annexed to the City of Goodyear, and that the present corporate limits are hereby extended and increased to include the approximate 3.342 acres of territory described in Exhibit A - Legal Description (the “Annexation Property”); and that the official map of the City of Goodyear be amended to include the Annexation Property.

SECTION 2. ZONING

That the City of Goodyear zoning classification for the Annexation Property shall be Agricultural (AG) (being the City of Goodyear zoning classification most consistent with Maricopa County’s classification of RU-190). That the official zoning map of the City of Goodyear be amended to show the City of Goodyear’s zoning classification for the Annexation Property.

SECTION 3. RECORDATION

A copy of this ordinance and all exhibits referred to herein, including Exhibit A – Legal Description and Exhibit B – Annexation Map, which is an accurate map of the territory hereby annexed to the City of Goodyear, shall be filed and recorded in the office of the County Recorder of Maricopa County, Arizona and a copy of this ordinance and all exhibits referred to herein shall be provided to the Clerk of the Board of Supervisors of Maricopa County, Arizona.

SECTION 4. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

Exhibit A

**LEGAL DESCRIPTION
ANNEXATION LEGAL
STREAM - SDC PHX II
GOODYEAR, ARIZONA**

June 19, 2024
Job No.18292
Page 1 of 1

THE EAST 33 FEET OF THE EAST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,

EXCEPT THE NORTH 808.67 FEET THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21, MARKED BY A BRASS CAP IN HANDHOLE STAMPED "MARICOPA COUNTY," FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 21, MARKED BY A BRASS CAP IN HANDHOLE STAMPED "MARICOPA COUNTY" BEARS SOUTH 01°01'23" EAST, A DISTANCE OF 2605.12 FEET;

THENCE SOUTH 01°01'23" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 808.67 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 01°01'23" EAST, A DISTANCE OF 1,796.45 FEET TO THE EAST QUARTER OF SAID SECTION 21,

THENCE SOUTH 00°59'44" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 2,615.40 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 21;

THENCE NORTH 89°38'18" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 33.01 FEET;

THENCE NORTH 00°59'44" WEST, PARALLEL WITH AND 33.00 FEET EAST OF THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2,614.61 FEET;

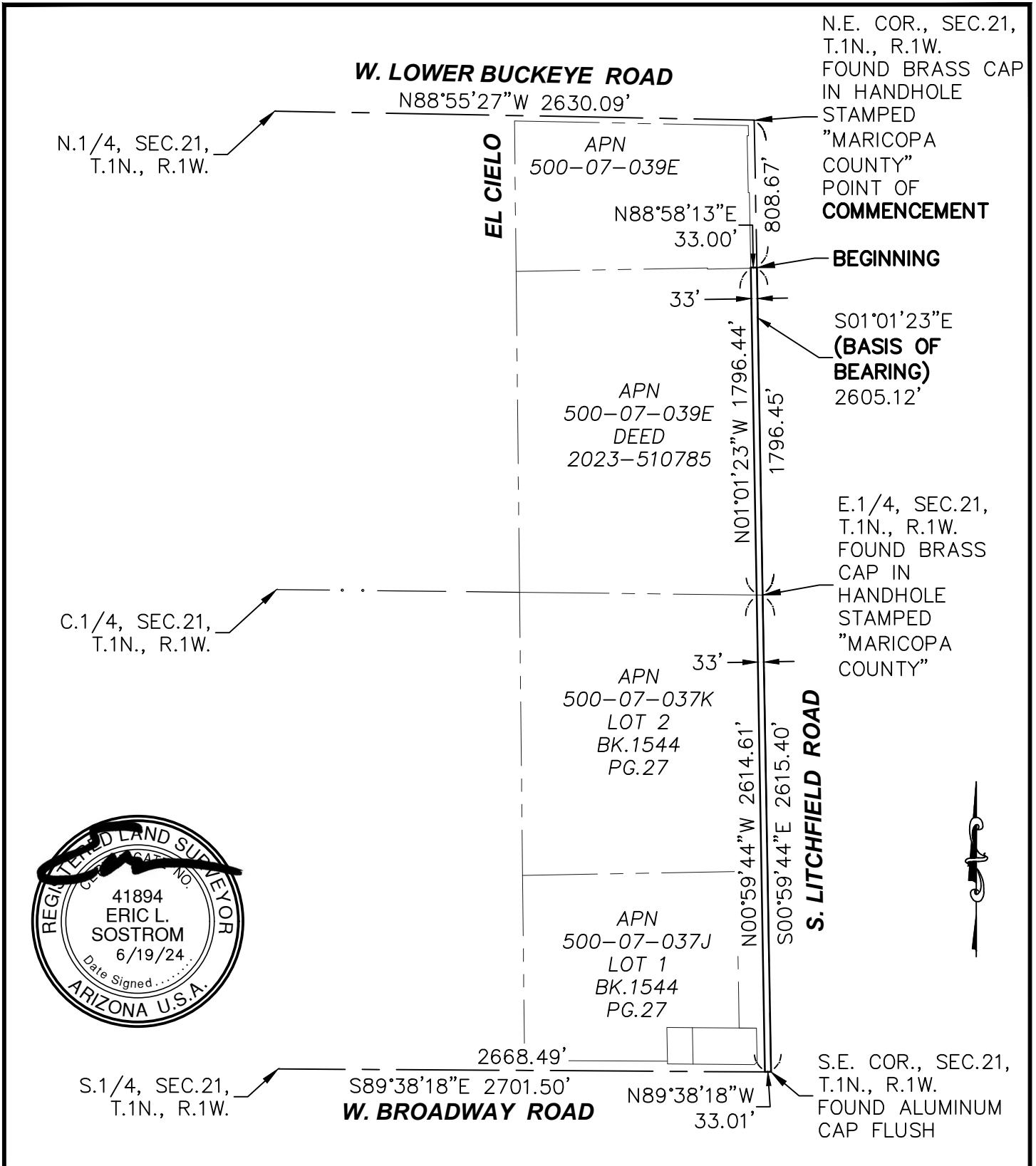
THENCE NORTH 01°01'23" WEST, PARALLEL WITH AND 33.00 FEET EAST OF THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1,796.44 FEET;

THENCE NORTH 88°58'13" EAST, A DISTANCE OF 33.00 FEET TO THE **POINT OF BEGINNING**.

SAID AREA CONTAINS 145,578 SQUARE FEET OR 3.342 ACRES, MORE OR LESS.



Exhibit B



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ANNEXATION DESCRIPTION STREAM - SDC PHX II GOODYEAR, ARIZONA

DRAWING:	18292-Annex_Desc.dwg			
JOB#	S18292	SCALE:	NTS	SHT: 1 OF 1
DRAFTER:	PJE	CHK:	ELS	DATE: 6/19/24

CERTIFICATION OF MAP

**MAP OF AREA
TO BE ANNEXED**

I, Joe Pizzilo, Mayor of the City of Goodyear, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by Ordinance No. 2024-1620, annexing the territory described in Ordinance No. 2024-1620 and as shown on said map as a part of that territory to be included within the corporate limits of the City of Goodyear, Arizona.

Joe Pizzilo

Date: _____

ATTEST:

City Clerk

SDC I and SDC II Annexations





SDC I and SDC II Annexations

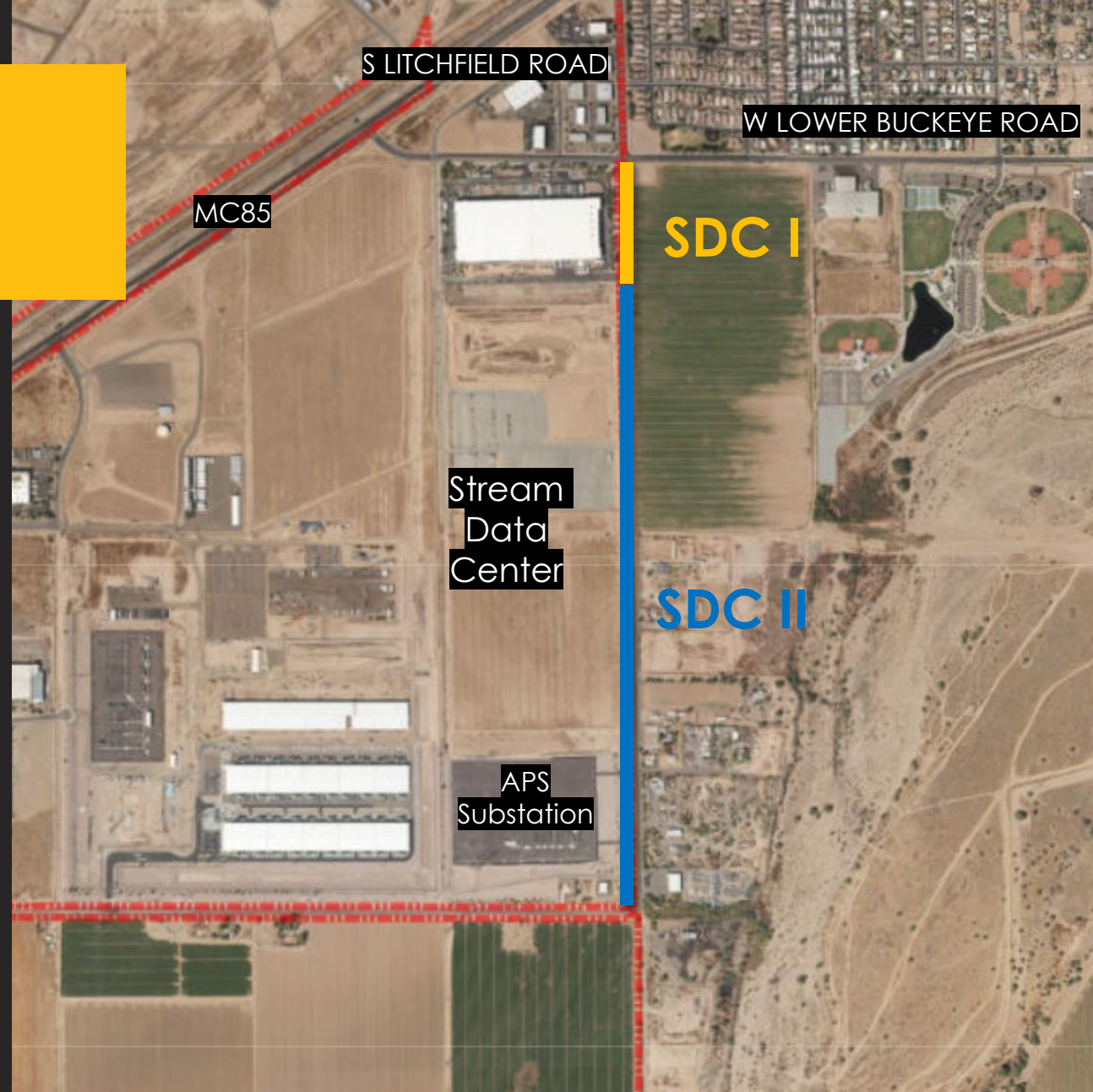
Annexation Properties

SDC I

- Approx. 0.558 acres

SDC II

- Approx. 3.342 acres





Annexation Process

SDC I and SDC II Annexations

- July 8th – Council authorization
- September 9th – First public hearings
- Tonight – Final public hearings



Annexation Evaluation Criteria

SDC I and SDC II Annexations

- Consistent with City's Annexation Policy



Recommendation

SDC I and SDC II Annexations

- Adopt Ordinance No. 2024-1619 (SDC I)
- Adopt Ordinance No. 2024-1620 (SDC II)

ITEM #: 9.
DATE: 11/04/2024
AI #:2274



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF A FRANCHISE AGREEMENT WITH EPCOR WATER ARIZONA INC. FOR A SPECIAL ELECTION TO BE HELD MAY 20, 2025

STAFF PRESENTER(S): Roric Massey, City Attorney

SUMMARY

This franchise agreement grants EPCOR Water Arizona Inc. (EPCOR) the right to construct, maintain, and operate water distribution facilities within rights-of-way located within the City of Goodyear in order to provide water services for areas designated by the Arizona Corporation Commission. EPCOR does not currently provide wastewater collection services within the city of Goodyear but the franchise agreement allows EPCOR to install wastewater collection facilities within city rights-of-way at a future date if the Arizona Corporation Commission expands EPCOR's service territory. The franchise agreement would be approved or rejected by the qualified electors of the City of Goodyear at the May 20, 2025, Special Election.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality



INFRASTRUCTURE

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2431 APPROVING A FRANCHISE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND EPCOR WATER ARIZONA INC., ITS SUCCESSORS AND ASSIGNS, AND PLACING THE APPROVAL OF THE FRANCHISE AGREEMENT ON THE BALLOT OF A SPECIAL ELECTION TO BE HELD ON MAY 20, 2025, THAT GRANTS EPCOR WATER ARIZONA INC., ITS SUCCESSORS AND ASSIGNS THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE UPON, OVER, AND/OR ALONG THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF GOODYEAR, ARIZONA, AND FUTURE ADDITIONS THERETO, WATER DELIVERY AND WASTEWATER COLLECTION SYSTEMS WITH ALL NECESSARY APPURTENANCES, FOR THE PURPOSE OF SUPPLYING WATER AND COLLECTING WASTEWATER TO THE CITY, ITS SUCCESSORS, THE INHABITANTS THEREOF, AND PERSONS AND CORPORATIONS EITHER WITHIN OR BEYOND THE LIMITS THEREOF, FOR ALL PURPOSES, PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS IN RESPECT THERETO.(Roric Massey, City Attorney)

FISCAL IMPACT

This franchise agreement requires EPCOR to pay the City of Goodyear three percent (3%) of the gross profits of the sale of water services or wastewater collection services within the boundaries of the city as a franchise fee. EPCOR currently has a license agreement with the city and pays a license fee of two percent (2%) of the gross profits of the sale of water services within the boundaries of the city. The city collects between \$22,000 and \$26,000 per year under the current license agreement with EPCOR. Costs associated with the special election have been included as a part of the FY2025 budget.

BACKGROUND AND PREVIOUS ACTIONS

EPCOR is a regulated utility company that supplies water and wastewater collection services to customers across Arizona. The City and EPCOR previously negotiated a license agreement to allow EPCOR to use the city right-of-way to install water distribution facilities. EPCOR has been operating within the city right-of-way under this license with the intent to enter into a franchise agreement with the city. The license allowed EPCOR to install and maintain infrastructure within the city-maintained right-of-way to provide water service within its service area. The license required EPCOR to pay a license fee of two percent (2%) of the gross receipts from the sale of potable drinking water within the license area.

STAFF ANALYSIS

Franchise agreements are authorized by the Arizona Constitution and the Goodyear City Charter. Franchise agreements are important because they provide stability and help the City of Goodyear effectively plan for the future in coordination with public utility companies. The city currently has franchise agreements with Arizona Public Service (APS) for the provision of electrical service and Southwest Gas for the provision of natural gas services.

This franchise agreement is a contract between the City of Goodyear and EPCOR. The franchise agreement gives EPCOR a non-exclusive right to use the city's streets, alleys, and other public rights-of-way to construct, maintain, and operate their water distribution facilities safely and efficiently to serve their customers in the City of Goodyear. The city will collect a three percent (3%) franchise fee for all EPCOR utilities provided to customers in the service area which currently includes water distribution facilities and may include wastewater collection if EPCOR provides these services to city residents at a future date. EPCOR is responsible for the installation and maintenance of its infrastructure at its own cost and shall be required to relocate its infrastructure when the city constructs improvements to or within the right-of-way. The franchise agreement also ensures EPCOR is using rights-of-way safely and efficiently and they comply with city regulations. Within the franchise agreement, EPCOR commits to designing, constructing, and completing any projects in a timely fashion and in partnership with the City. EPCOR will consult and coordinate with the City on a regular basis to ensure emergencies, damage mitigation, traffic control, or defaults are addressed to the best of their ability.

The Arizona Constitution requires that voters in the city approve a municipal franchise agreement. EPCOR will be responsible for costs incurred by the City for holding a general election to approve this franchise agreement and the City will equitably apportion only those costs attributable to the election of this franchise agreement to EPCOR if other items are on the ballot. If approved by a majority of the voters at the May 2025 Special Election, this franchise agreement will be effective for a term of 25-years, which is the maximum allowed by the Arizona Constitution, and will go into effect June 1, 2025. Unless terminated earlier by a written agreement this franchise agreement will be effective through May 30, 2050.

Attachments

Resolution with Exhibit A

RESOLUTION NO. 2024-2431

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING A FRANCHISE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND EPCOR WATER ARIZONA INC., ITS SUCCESSORS AND ASSIGNS, AND PLACING THE APPROVAL OF THE FRANCHISE AGREEMENT ON THE BALLOT OF A SPECIAL ELECTION TO BE HELD ON MAY 20, 2025, THAT GRANTS EPCOR WATER ARIZONA INC., ITS SUCCESSORS AND ASSIGNS THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE UPON, OVER, AND/OR ALONG THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF GOODYEAR, ARIZONA, AND FUTURE ADDITIONS THERETO, WATER DELIVERY AND WASTEWATER COLLECTION SYSTEMS WITH ALL NECESSARY APPURTENANCES, FOR THE PURPOSE OF SUPPLYING WATER AND COLLECTING WASTEWATER TO THE CITY, ITS SUCCESSORS, THE INHABITANTS THEREOF, AND PERSONS AND CORPORATIONS EITHER WITHIN OR BEYOND THE LIMITS THEREOF, FOR ALL PURPOSES, PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS IN RESPECT THERETO.

WHEREAS, EPCOR Water Arizona Inc. (EPCOR) has a certificate of convenience and necessity issued by the Arizona Corporation Commission to provide utility services within the boundaries of the City of Goodyear; and

WHEREAS, the City and EPCOR are party to a License Agreement that regulates EPCOR's usage of the public right-of-way to provide utility services within Goodyear's boundaries; and

WHEREAS, the license agreement between the City and EPCOR will expire in 2025 and the City and EPCOR intended the license to be temporary and to enter into a Franchise Agreement; and

WHEREAS, the City and EPCOR have negotiated a twenty-five (25) year franchise agreement that will regulate EPCOR's usage of the public right-of-way to provide utility services within Goodyear's boundaries; and

WHEREAS, the City's electors will consider the proposed Franchise Agreement in the May 20, 2025 Special Election; and

WHEREAS, the City Council has determined it is in the public's interest to enter into the proposed franchise agreement.

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

SECTION 1. In compliance with the City of Goodyear Charter, Article XII, Section I, and Arizona Revised Statute §9-502(B), the City Council finds that entering into the proposed Franchise Agreement with EPCOR Water Arizona, Inc. (attached as Exhibit A), is beneficial to the community and the proposed Franchise Agreement is approved for submission to the electors of the community for approval at the Special Election scheduled for May 20, 2025; and

SECTION 2. The City Clerk and City Attorney are directed to comply with all applicable legal requirements in the publication and referral of the proposed Franchise Agreement to the electors of the community; and

SECTION 3. The Council authorizes the Mayor to execute all documents, under the terms detailed in the attached Franchise Agreement upon approval of the Franchise by the electors of the community; and

SECTION 3. The Legal Department is authorized to add necessary exhibits and to make necessary language changes that do not alter the substantive or essential terms of the agreement in compliance with the City Charter or Arizona statutory law; and

SECTION 4. Resolution 2024-2431 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 _____ day of _____, 2024.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT "A"

**FRANCHISE AGREEMENT
BETWEEN
EPCOR WATER ARIZONA INC.
AND
THE CITY OF GOODYEAR, ARIZONA**

(On the following pages)

**FRANCHISE AGREEMENT
BETWEEN
EPCOR WATER ARIZONA INC.
AND
THE CITY OF GOODYEAR, ARIZONA**

This, FRANCHISE AGREEMENT BETWEEN EPCOR WATER ARIZONA INC. AND THE CITY OF GOODYEAR, ARIZONA is made by CITY OF GOODYEAR, an Arizona municipal corporation (“City”), and EPCOR Water Arizona Inc. an Arizona corporation, or its successors and assigns (“EPCOR”).

RECITALS:

- A.** WHEREAS, EPCOR represents and warrants to the City that it is a public service corporation within the meaning of Article 15, Section 2, of the Arizona Constitution and is authorized to provide water and wastewater collection services within portions of Maricopa County, Arizona, in accordance with one or more Certificates of Convenience and Necessity issued by the Arizona Corporation Commission; and
- B.** WHEREAS, EPCOR will own, operate and maintain public water and wastewater systems within the City limits of Goodyear, Arizona; and
- C.** WHEREAS, EPCOR, as a public service corporation dedicated to providing safe and reliable service to all its customers including those within the City of Goodyear, commits to providing a highest level of utility service to its water and wastewater customers at level on par or exceeding that provided by the City; and
- D.** WHEREAS, EPCOR commits to designing, constructing and completing any capital improvement and operations and maintenance projects, including emergency projects, in a timely fashion and in partnership with the City; and
- E.** WHEREAS, EPCOR and City desire to enter into a franchise agreement that requires the approval of the City Council and a majority of the voters within the City of Goodyear; and
- F.** WHEREAS, EPCOR and City agree and acknowledge that the Recitals set forth above are true and correct and are by this reference incorporated into the agreement herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the covenants herein and of the benefits to be provided hereunder, the Parties agree as follows:

Granting of Franchise Prerequisites.

1. EPCOR will present the desired Franchise, as defined below, to the City's Mayor and City Council and file it with City Clerk after entry of a final order granting EPCOR an extension of its Certificates of Convenience and Necessity ("**CC&Ns**") by the Arizona Corporation Commission ("**Commission**"); that grants EPCOR the exclusive right to provide Utility Services within an area as described in the CC&Ns.
2. If the City's Mayor and City Council deems the granting of the Franchise beneficial to the City, it will pass a resolution and thereafter submit the Franchise to the qualified electors as to whether the Franchise should be granted at the next regular election held in the City or at a special election called for approving the Franchise. The City will not call a special election for approving the Franchise without the consent of EPCOR. The Franchise election will be called and conducted in accordance with applicable law.
3. EPCOR will be responsible for all costs incurred by the City for holding a general election to approve the Franchise, provided that such costs are not unreasonably incurred by the City. If other items, measures, initiatives or candidates are placed on the same ballot as the Franchise, the City will equitably apportion only those costs attributable to the election of the Franchise to EPCOR.
4. The City will invoice the estimated cost of the general election for the Franchise ("**Estimated Cost**") within sixty (60) days after the filing of the Franchise with the Goodyear City Clerk. EPCOR will promptly pay the City the estimated cost within thirty (30) days after receiving the invoice. The City will reconcile the actual general election cost attributable to the Franchise ("**Actual Cost**") within sixty (60) days after the Franchise vote in a general election. EPCOR will promptly pay the City the difference between the Estimated Cost and the Actual Cost if the Actual Cost exceeds the Estimated Cost. The City will promptly refund EPCOR the difference between the Actual Cost and the Estimated Cost if the Actual Cost is less than the Estimated Cost.

Franchise Agreement.

1. Grant of Franchise

- 1.1. This Franchise is hereby granted by City to EPCOR, a corporation organized and existing under and by virtue of the laws of Arizona, and conveys to EPCOR the right and privilege to construct, maintain, and operate within the present and future public rights-of-way within the boundaries of any of EPCOR 's CC&Ns in Goodyear, Arizona, as currently granted by the Commission or which the Commission may grant in the future, water delivery and wastewater collection systems, together with certain appurtenances including but not limited to; transmission mains,

distribution and collection mains, service lines, fire hydrants, meters, lift stations, and equipment for its own use, for the purpose of supplying water and wastewater collection services to City, its successors, the inhabitants thereof, and all individuals and entities within or beyond the limits thereof (collectively, the "**Served Population**"), in each case for all purposes for which it is duly authorized by its CC&Ns ("**Franchise**").

- 1.2. The area of this Franchise shall consist of those portions within the borders of the City that are also within the boundaries of any of EPCOR 's CC&Ns, as currently granted by the Commission or which the Commission may grant in the future ("**Franchised Area**"). The Franchised Area as of the date of this Franchise provides the ability to construct, maintain and operate its system, as defined herein, upon, over, along, across and under the present and future public rights-of-way. These rights-of-way include but are not limited to streets, alleys, ways and highways in the City of Goodyear, Arizona. This Franchise is for EPCOR's use of City's public rights-of-way to supply and deliver safe, adequate, and reliable water treatment, transmission, and distribution services, and to provide safe and reliable wastewater collection, transmission, and treatment services to City, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes.
- 1.3. All such transmission mains, distribution and collection mains, and service lines shall be located underground unless otherwise approved by City. EPCOR shall not construct wells, well sites, storage, or pumping facilities in the public rights-of-way. Nothing herein shall be construed to permit EPCOR to maintain any portion of its water delivery or wastewater collection systems, or appurtenances thereto, in any manner which would adversely affect or interfere in any way, as determined by City in its sole discretion, with City's use of the public rights-of-way for its intended use; provided, however, that the foregoing shall not preclude reasonable temporary interference necessitated by EPCOR's repair or maintenance of those facilities. City acknowledges and agrees that all of EPCOR's infrastructure located within the Franchised Area as of the date of this Franchise complies with the foregoing or is otherwise acceptable in its current location to City.

2. **EPCOR's Compliance with Requirements; Plans Submitted for Approval; City Construction near EPCOR's Facilities.**

- 2.1. Within ninety (90) days after the approval of this Franchise by the Mayor and City Council, EPCOR shall submit to the Goodyear City Manager a map showing the true and correct location of all present installations of EPCOR within City's rights-of-way.
- 2.2. The quality of water treatment, transmission, and distribution services, and of the wastewater collection, transmission and treatment services provided by EPCOR shall comply with the requirements of the United States Environmental Protection Agency, Arizona Department of Environmental Quality, Arizona Corporation Commission, Arizona Department of Health Services, and the Maricopa County Department of Environmental Health Services.

2.3. All construction in such public rights-of-way under this Franchise shall be performed in accordance with established City practices. Before EPCOR makes any major installations in the public rights-of-way, EPCOR shall submit to City for approval any applicable permit applications and a map showing the location of such proposed installations. City and EPCOR agree and understand that there may be instances when EPCOR is required to make repairs that are of an emergency nature. EPCOR shall notify City prior to such repairs, to the extent practicable, and shall obtain the necessary permits in a reasonable time after notification, showing the work performed in the public rights-of-way. In this case, telephone notification of the repair will be given as soon as practicable to the contact person designated by City.

(1) Notwithstanding anything else contained in this provision, EPCOR will make best efforts to address any emergencies within 24 hours of being notified that such emergency exists; with EPCOR permitted to address such emergencies with the use of temporary patches with metal plates so that any street closures will be released as soon as practicable. Should EPCOR determine, in consultation with City, that such emergency may take more than 24 hours to address, EPCOR will notify City of such, and provide a mutually agreeable timeframe by which the emergency will be addressed to City's satisfaction.

2.4. If City undertakes, either directly or through a contractor, any construction project adjacent to or near EPCOR's facilities operated pursuant to this Franchise and for the relocation of which City is required hereunder to pay, City shall include in all such construction specifications, bids, and contracts a requirement that as part of the cost of the project, the contractor or contractor's designee obtain from EPCOR the temporary or permanent removal, relocation and barricading of equipment, and depressurization of EPCOR's facilities or equipment, all as necessary to avoid the creation of an unsafe condition in view of the equipment to be utilized or the methods of construction to be followed by the contractor.

2.5. EPCOR shall continuously maintain As-Built Drawings of its facilities located within the right-of-way and furnish a copy electronically in a mapping format compatible with the current City electronic mapping format as specified by the City and if requested by City in hard copy form.

3. **Construction and Relocation of EPCOR's Facilities.**

3.1. All facilities installed or constructed pursuant to this Franchise shall be located or relocated and erected as to minimize the interference with traffic or other authorized use, over, under, or through the public right-of-way. Those phases of construction of EPCOR's facilities relating to traffic control, backfilling, compaction, and paving, as well as location or relocation of facilities provided for herein, shall be subject to regulation by the City Council. EPCOR shall keep accurate records of the location of all facilities in the public right-of-way and furnish them to City upon request. Upon completion of new construction or relocation of underground facilities in the public right-of-way, EPCOR shall provide City with corrected drawings showing the actual location of the underground facilities in those cases where the actual location differs significantly from the proposed location approved in the permit plans.

- 3.2. Upon reasonable notice by City of the proposed paving or expansion of a Public Right-of-Way, EPCOR shall review the City's proposed paving plan and, if warranted in EPCOR's judgment, extend or replace its facilities in order to reasonably avoid the need to subsequently cut the paved public right-of-way.
- 3.3. EPCOR will bear the entire cost of relocating any of EPCOR's facilities, the relocation of which is necessitated by the construction of improvements by, or on behalf of, City in furtherance of a governmental function. City will bear the entire cost of relocating any of EPCOR's facilities, the relocation of which is necessitated by the construction of improvements by, or on behalf of, City in furtherance of a proprietary function.
- 3.4. If City requires EPCOR to relocate EPCOR's facilities that are located in private easements or private rights-of-way from which the facilities must be relocated, the entire cost of relocating EPCOR's facilities, including the cost of purchasing a new private easement or right-of-way, if necessary, shall be borne by City. City shall not be obligated to bear such costs if, prior to City's acquisition of such right-of-way, either, (i.) EPCOR subordinated its easement or right-of-way in such a manner that the person from whom City acquired the right-of-way would not have been obligated to bear any costs of such relocation, or (ii.) EPCOR did not in fact obtain such easement or right-of-way.
- 3.5. If relocation of any of EPCOR's facilities is required or requested due to the actions or inactions of any party other than the City, the third party shall be responsible for the cost of such relocation.
- 3.6. City and EPCOR agree that City is not a party to disputes among permittees or other interested parties using the public rights-of-way.
- 3.7. EPCOR's operation of water delivery and wastewater collection systems is subject to Arizona law regarding prior rights. City reserves its prior superior rights to use the public right-of-way and City property, including the surface areas, for all public purposes. Provided that anything contained herein does not interfere with EPCOR's obligation to provide safe and reliable water and wastewater service, any privilege claimed under this Franchise by EPCOR in any public right-of-way or other public property is subordinate to any: (a) prior or subsequent lawful occupancy or use thereof by City or any other governmental entity; (b) prior lawful occupancy or use thereof by any other person or entity; and (c) prior easements therein. Notwithstanding the foregoing subordination provision, nothing herein extinguishes or otherwise interferes with property rights established independently of this Franchise. When the City uses its prior superior right to the public rights-of-way, or other City property, EPCOR shall move its property that is located in the public right-of-way or on other City property at its own cost, to such location as City directs.
- 3.8. If the City, at its expense, has previously required EPCOR to relocate its facilities in a particular area, and EPCOR desires to again relocate these facilities, EPCOR shall bear the entire cost of such relocation.

- 3.9. If City relocates and/or participates in the cost of relocating EPCOR's facilities for any reason, the cost of relocation to City shall not include any additional cost resulting from any upgrade or improvement of EPCOR's facilities as they existed prior to relocation. Notwithstanding the foregoing, if EPCOR requests, in connection with any such relocation by City, any upgrade or improvement of the affected EPCOR's facilities, City will in good faith consider such request, subject in each case to EPCOR's agreement to pay for the actual, additional costs up front prior to any upgrade or improvement for the requested upgrade or improvement. City will deliver to EPCOR documentation reasonably satisfactory to EPCOR to evidence the actual, additional cost of such upgrades and improvements. In no event shall City be responsible for considering or undertaking an upgrade or improvement to any of EPCOR facilities being relocated by City if doing so would adversely affect City's schedules for completion.
- 3.10. All underground abandoned lines shall continue to remain the property of EPCOR, unless EPCOR specifically acknowledges otherwise to the City Engineer and such is accepted by City. EPCOR shall remove, at EPCOR's sole cost, abandoned lines at the request of City when required to facilitate construction of any municipal project or as City determines is reasonably necessary to protect public health and safety. EPCOR may contract with City contractor for such removal. Prior to removal of any abandoned lines, EPCOR shall notify City of its intent to remove abandoned lines and offer possession of said lines to City. EPCOR shall identify the location of any known abandoned lines as they exist at the time this Franchise is granted through recognized industry means. EPCOR shall further identify the location of any lines that become abandoned during the term of this Franchise in a like manner.
- 3.11. Subject to the provisions of this section regarding the cost of relocation of EPCOR's facilities, EPCOR's right to retain its facilities in their original location is subject to the paramount right of City to use its public rights-of-way for all permitted purposes, including without limitation, to carry out its governmental functions. All functions of City, which are not specifically determined by law to be proprietary, are governmental. City's permitted purposes shall include, but in no way shall be limited to the following:
- i. Any and all improvement to City streets, alleys, and avenues;
 - ii. Establishing and maintaining sanitary sewers, storm drains, drainage structures, and related facilities;
 - iii. Establishing and maintaining parks, parkways, pedestrian malls, or grass, shrubs, trees, and other vegetation for the purpose of landscaping any street or public property;
 - iv. Providing fire protection and public safety functions;
 - v. Collection and disposal of garbage, solid waste, bulk trash and recyclables;
 - vi. Providing public transportation;
 - vii. Operating City utilities;
 - viii. Any structures for public purposes deemed appropriate by the Mayor and Council of City;
 - ix. Any structure for any purpose, whether governmental or proprietary, which City is authorized to construct and/or maintain;

- x. Where City's facilities or other facilities occupying a right-of-way under authority of a City permit or license are already located in the right-of-way and a conflict between, EPCOR's potential facilities and the existing facilities can only be resolved expeditiously as determined by the Goodyear City Engineer by relocating the existing City or permittee facilities, EPCOR shall bear the entire cost of relocating the existing facilities, irrespective of the function they served.

4. **Restoration of Rights of Way.**

4.1. Whenever EPCOR shall cause any work, opening, or alteration whatsoever to be made for any purpose in any City public right-of-way, the work shall be completed with due diligence within a reasonably prompt time; and EPCOR shall, upon completion of such work, restore the disturbed property to the same or a substantially similar condition as it was prior to such openings or alteration, and EPCOR shall provide any barricades, signing, rerouting of traffic, or other actions which City shall consider necessary or desirable in the interest of public safety during any such opening or alteration within the public right-of-way.

(1) To the extent EPCOR is undertaking any operations and maintenance or capital improvement projects on a permanent (i.e., non-emergency) basis, EPCOR will consult and coordinate with City on a regular basis to best ensure that any rights-of-way that have been disturbed as the result of such work have been completely restored to the City's satisfaction, and pursuant to a mutually-agreeable schedule for restoration of such rights-of-way. EPCOR will comply with all applicable traffic control regulations in effect, including placement of updated barricade permits where required or as requested by City.

4.2. If EPCOR causes damage to pavement, sidewalks, driveways, landscaping, or other property during construction, installation, or repair of its facilities, EPCOR 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 site's original condition, EPCOR shall return the site to a condition that approximates the original condition and compensate the City for any difference. All repair and restoration necessary to meet the requirements set forth in this Section shall be at EPCOR's expense and shall be conducted in a manner acceptable to the City, in its sole discretion. EPCOR agrees to restore pavement or sidewalks after any pavement or sidewalk cuts done by EPCOR.

4.3. In addition to any indemnity obligation under this Franchise, whenever the installation, use, maintenance, removal, or relocation of any of EPCOR facilities are required or permitted hereunder, and such installation, removal, or relocation damages or disturbs the surface or subsurface of any right-of-way, public property or any public improvement that may be located thereon, therein, or thereunder, however such damage or disturbance was caused, EPCOR, at its sole cost and expense, shall promptly restore the surface or subsurface of the right-of-way or public property and/or will repair or replace the surface, subsurface and/or public improvement thereon, therein, or thereunder, in as good a condition as before in accordance with applicable laws, normal wear and tear excepted, to the reasonable satisfaction of the Goodyear City

Engineer. If EPCOR does not repair the damage or disturbance as required, then City shall have the option, upon ten (10) business days prior written notice to EPCOR, to perform or cause to be performed such reasonable and necessary work on behalf of EPCOR and to charge EPCOR for the proposed costs to be incurred or the actual costs incurred by City at City's standard rates plus a ten percent (10%) administration fee.

4.4. In the event of a public emergency, the City shall have the right to immediately perform, without prior written notice to EPCOR, such reasonable and necessary work on behalf of EPCOR to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the Goodyear City Engineer. The City shall provide written notice to EPCOR of the repairs as soon as practicable after the work has begun. EPCOR agrees that any damaged City-owned conduit or fiber must be replaced or repaired and restored with new or like-new materials. If the City needs to perform any part of the necessary repairs, relocation and/or removal work, it shall be entitled to seek payment for such repairs and/or relocation and/or removal costs from EPCOR. Upon the receipt of a demand for payment by City, EPCOR shall reimburse City within thirty (30) days for such costs in accordance with the City's fee schedule in place at the time the work is performed. In the event of a public emergency, neither the City nor any agent, contractor or employee of the City shall be liable to EPCOR or its contractors or its customers or other third parties for any harm so caused to them by the reasonable actions of the City or its agents, contractors or employees in reasonably responding to such public emergency. When practical and if possible, City will consult with EPCOR in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption of either the public property involved or EPCOR's facilities involved.

4.5. If any of EPCOR's facilities or activities present any immediate hazard or impediment to the public, to the City, to other City improvements or activities within or outside of the right-of-way, or to City's ability to safely and conveniently operate the right-of-way or perform City's utility, public safety and/or other public health, safety and welfare functions, then EPCOR shall immediately remedy the hazard, comply with City's request to secure the right-of-way area, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment.

5. Indemnification and Insurance.

5.1. To the fullest extent permitted by law, EPCOR agrees to indemnify, defend, and hold harmless City 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) only to the extent arising out of, or resulting from: (i) EPCOR's performance or failure to perform the services required of EPCOR under the terms of this Franchise; (ii) the negligent or intentional acts, errors, mistakes, or omissions, of EPCOR, its officers, employees, or others for whose acts that EPCOR may be legally liable; or (iii) any injury or damage to any third-party or third-party property from the performance, work, and/or exercise of this Franchise by EPCOR, including without limitation, third-party consequential damages.

5.2. EPCOR shall obtain, maintain at all times, and provide proof of such to City upon request, the following insurance:

(1) Commercial General Liability in the amount of FIVE MILLION Dollars (\$5,000,000) per occurrence and in annual aggregate for liability arising from bodily injury (including death), property damage (including loss of use), and personal injury. Such policy shall also include provision for blanket contractual liability and products-completed operations liability subject to a \$5,000,000 per occurrence and annual aggregate limit. Where an umbrella or excess policy is in effect, terms shall be follow-form to this Commercial General Liability policy. EPCOR shall provide City with additional insured status for liability arising from its operations, and thirty (30) days' written notice of any policy cancellation or condition that creates a deficiency in the requirements stated herein;

(2) Automobile Liability applicable to all vehicles owned, leased, licensed, hired, or operated by EPCOR in the amount of FIVE MILLION Dollars (\$5,000,000) per occurrence applicable to property damage and/or bodily injury liability;

(3) Workers' Compensation covering all employees of EPCOR per Arizona statutory requirements; and

(4) Employer's Liability in the amount of ONE MILLION Dollars (\$1,000,000) per accident, per disease, each employee.

5.3. General conditions applicable to all required policies of insurance:

(1) EPCOR shall file with City the required certificates of insurance, which clearly state the policy number; insurer; licensed agent; insured; policy expiration date; specific coverage amounts; and that no policy of required insurance will be canceled without providing thirty (30) days prior notice of cancellation to City;

(2) The insurance carried by EPCOR shall be primary and non-contributory to any other valid or collectible insurance that City may possess, including any self-insured retention City may have; and any other insurance City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance;

(3) All policies of insurance required by EPCOR hereunder shall be with insurers who are licensed and authorized to do business in the State of Arizona with a financial rating of at least A- in A.M. Best & Company's Insurance Guide;

(4) To the fullest extent permitted by law, all such insurance policies, except Workers' Compensation, for claims arising out of the performance of this Franchise shall insure the City, its agents, representatives, officers, directors, officials, and employees as additional insureds; and

(5) The insurers of policies required by EPCOR hereunder shall waive all rights of subrogation against City, its agents, representatives, officers, directors, officials, and employees for any claims arising out of the EPCOR's acts, errors, mistakes, omissions, work, or service.

6. **Franchise Fee.**

- 6.1. EPCOR agrees to pay City as consideration of the grant of this Franchise a sum equal to three percent (3%) of the Gross Receipts, as defined below, of EPCOR from the sale of water or the collection of wastewater by EPCOR within the Franchised Area, as shown by EPCOR's billing records (the "**Franchise Fee**"). The Franchise Fee shall be due and payable within thirty (30) days after the end of each of the City's fiscal quarters and shall be in lieu of all fees or charges for permits issued for the construction of EPCOR's facilities hereunder or for the inspection thereof.
- 6.2. "**Gross Receipts**" or "**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 percent (1.5%) annually, that is received directly or indirectly by EPCOR, its affiliates, subsidiaries or parent or any person, firm or corporation in which EPCOR has a financial interest or that has a financial interest in EPCOR and that is derived in whole or in part from EPCOR's provision of water or wastewater services to its end-use customers within the franchise boundaries in the City.
- 6.3. For the purpose of verifying the quarterly amount payable hereunder, the books and records of EPCOR shall be subject to inspection by duly authorized officers or representatives of City upon sixty (60) days' prior written notice to EPCOR. In the event that such inspection evidences that the Franchise Fee actually paid for the current quarter is more than ten percent (10%) below the amount that should have been paid for such quarter, EPCOR shall reimburse City for the costs of such inspection.
- 6.4. The amount payable under the Franchise Fee shall not be reduced and is in addition to the payment of any general ad valorem taxes, assessments for special improvements, general sales or transaction privilege license taxes or any similar general sales or transaction privilege license taxes or any similar general tax or levy assessed or levied by City or any other governmental unit with jurisdiction.

7. **Franchise Fee Audit.**

- 7.1. Upon sixty (60) days' prior written notice to EPCOR, City may inspect EPCOR's records of previous annual or quarterly gross revenues, and City shall have the right to audit any amounts determined to be payable under this Franchise; provided, however, that such audit must take place within thirty-six (36) months following the close of EPCOR's fiscal year for which the audit is desired. All audit costs shall be borne by City.
- 7.2. Upon completion of an audit, City shall provide EPCOR with written notice including a copy of the audit report and setting forth any additional amounts due to City identified in the audit.

EPCOR shall pay any deficiency within thirty (30) days following such written notice. If a City audit shows overpayments, City shall promptly pay EPCOR the overpaid amount.

7.3. If EPCOR determines in an internal audit that it overpaid Franchise Fees, EPCOR may request a reduction in the following quarterly Franchise Fee payment(s) by submitting a written claim for reduction for the overpaid Franchise Fees along with the audit report and calculations detailing the overpayment. A written claim for reduction must identify; (i) the specific Franchise Fee period(s) involved, including the period of overpayment and any period for which a reduction in payment is sought, (ii) the itemized Franchise Fee made to City for the associated period and (iii) the dollar amount of the reduction requested. No reduction shall be allowed for those Franchise Fees paid more than thirty-six (36) months following the close of the City's fiscal year for which a reduction is sought.

7.4. In no event shall interest accrue or EPCOR be entitled to interest or late fees on over paid amounts.

8. **Term.**

8.1. The Effective Date of this Franchise shall be the first day of the calendar month immediately following the calendar month in which this Franchise is approved by a majority vote of the qualified voters of the City of Goodyear. This Franchise shall continue and exist for a period of twenty- five (25) years from the Effective Date.

8.2. Unless terminated earlier by written agreement of the parties this Franchise will expire on the twenty-fifth (25th) anniversary of the Effective Date. EPCOR shall comply with all federal, state, and local laws and ordinances, including those that may come into being, in its exercise of Franchise rights during the term of this Franchise.

8.3. Both the City and EPCOR shall negotiate in good faith any request by either party to amend this Franchise. This Franchise may only be modified by a written amendment signed by persons duly authorized to enter into contracts on behalf of City and EPCOR.

9. **Default and Dispute Resolution.**

9.1. Failure or unreasonable delay by EPCOR or City to perform any term or provision of this Franchise for a period of ten (10) City business days after written notice thereof from the other party shall constitute a default under this Franchise. If the default is of a nature, which is not capable of being cured within ten (10) City business days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by EPCOR or City, the non-defaulting party may resort to all remedies available at both law and in equity including, without limitation, specific performance and injunction. However, no indirect, special, consequential, incidental, punitive, or exemplary

damages may be sought from or awarded against either EPCOR or City, except as may otherwise be expressly permitted in this Franchise.

9.2. To further the cooperation of the parties in implementing this Franchise, City and EPCOR each shall designate and appoint a representative to act as a liaison between City and its various departments and EPCOR. The initial representative for City (the "**City Representative**") shall be the City Manager or their designee, the initial representative for EPCOR shall be identified by EPCOR from time to time (the "**EPCOR Representative**"). The representatives shall be available at all reasonable times to discuss and review the performance of the Parties and the development of property.

(1) In case of a default, as that term is defined in Section 9.1, by EPCOR, EPCOR will maintain an open line of communication and dialogue with City as to its attempts to cure the default and an estimated timeframe by which City can expect such default to be cured. The EPCOR Representative will be an EPCOR employee at least at the level of EPCOR's Director of Operations for the district that covers all systems and facilities within the incorporated boundaries of City. To the extent the City believes that it is not receiving satisfactory responses or commitment to a particular default, City is authorized to contact EPCOR's Vice President of Arizona Operations, to which that individual will then serve as the EPCOR Representative for the limited purposes of addressing such concerns for that particular default only, and where the EPCOR Representative will revert back to the current designee once that particular default is addressed to the satisfaction of both Parties.

9.3. Any and all controversies, claims, or disputes that arise out of or relate to this Franchise, or the breach thereof, and if the controversy, claim, or dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the controversy, claim, or dispute by mediation, formal or informal, before resorting to binding arbitration or litigation filed in a court of competent jurisdiction applying Arizona law located in Maricopa County, Arizona.

9.4. In the event that EPCOR and City cannot agree upon the selection of a mediator within seven (7) days, either EPCOR or City may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

10. **Non-Exclusive.**

10.1. This Franchise is not exclusive, and nothing herein contained shall be construed to prevent City from granting other like or similar grants or privileges to any other person, firm, or corporation.

11. **Transfer of Franchise.**

11.1. The right, privilege, and franchise hereby granted may be transferred in whole or in part by EPCOR, its successors and assigns, to any public service corporation approved by the Commission to provide public utility water or wastewater collection services within the Franchised Area and upon payment of an appropriate transfer fee to City to reimburse City for

any reasonable costs it incurs in processing the transfer. No other assignment of any rights, privileges or franchise hereby granted may be made without the prior written consent of both the City Council and the Commission and payment of an appropriate transfer fee to City to reimburse City for any reasonable costs it incurs in processing the transfer. The City Council's consent shall not be unreasonably withheld, conditioned or delayed. No consent shall be required in connection with an assignment made as security pursuant to a mortgage or deed of trust or in connection with subsequent transfer made pursuant to any such instrument.

12. Condemnation Rights Reserved by City.

12.1. City reserves the right and power to purchase and condemn any water or wastewater plant, equipment, properties, facilities and/or distribution facilities of EPCOR within the corporate limits or any additions and annexations thereto, as provided by law. EPCOR likewise reserves all of its rights and remedies provided by law in any such circumstance.

12.2. In the event of a purchase of EPCOR, or under the exercises of eminent domain, this Franchise shall be construed to have no value for purposes of establishing the value of EPCOR.

13. Title to Facilities, Use of Easements.

13.1. Title to all water and wastewater utility facilities wherever situated on public grounds or in easements for the provision of water and wastewater public utility services acquired or installed by EPCOR or its agents or contractors within its service territory shall be and remain property of EPCOR, its successors, or assigns.

13.2. Nothing contained in this Franchise shall be construed as preventing, diminishing, or restricting EPCOR from using for public utility purposes any easement shown on any plat or plats of any portion of City before or hereafter platted or recorded that has been or may hereafter be created, granted, or dedicated for public utility purposes by any person, firm, or corporation. The costs associated with such use shall be borne by EPCOR.

14. Applicable Laws and Regulations.

14.1. EPCOR is responsible to adhere to all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over EPCOR's activities in the rights-of-way, including but not limited to, storm water regulations (MS4), US Army Corps of Engineers permitting, Americans with Disabilities Act, and appropriate traffic control measures.

15. Conflict of Interest.

15.1. This Franchise shall be subject to cancellation pursuant to the provisions of A.R.S. §38- 511 in the event of a conflict of interest.

16. Notices.

16.1. All notices required to be given to either party shall be sent or given as follows to the following addresses:

To City: City of Goodyear, Arizona
Goodyear, AZ 85395
1900 North Civic Square
Attn: City Manager

With a copy to: City of Goodyear City Attorney
1900 North Civic Square
Goodyear, AZ 85395

To EPCOR: EPCOR Water Arizona Inc.,
2355 West Pinnacle Peak Road, Suite 300
Phoenix, AZ 85027

With a copy to: Thomas Loquvam, Esq.
General Counsel and Vice President
2355 West Pinnacle Peak Road, Suite 300
Phoenix, AZ 85027
Email: tloquvam@epcor.com

17. Arizona State Law to Govern.

17.1. The provisions of this Franchise shall be governed and construed in accordance with the laws of the State of Arizona.

18. EPCOR's Representations and Warranties.

18.1. EPCOR represents and warrants that it has the power and authority to enter into this Franchise by and through the representative who has signed this Franchise on its behalf, and that it has the power and ability to do all the acts required of it by this Franchise.

18.2. EPCOR has not misrepresented or omitted material facts, has not accepted this Franchise with intent to act contrary to the provisions herein, and represents and warrants that, as long as it operates its utility system, it will be bound by the terms and conditions of this Franchise or any subsequently issued license.

18.3. EPCOR further acknowledges that it was represented throughout the negotiations of this Franchise by its own attorneys and had opportunity to consult with its own attorneys about its rights and obligations regarding this Franchise Agreement.

18.4. EPCOR, as a public service corporation regulated by the Arizona Corporation Commission, is obligated to provide safe and reliable water and wastewater service to all its customers in accordance with Arizona law, including those customers residing or doing business within the incorporated boundaries of City. EPCOR commits to providing at least the same level of water and wastewater service to its customers located within City as City provides to its water and wastewater customers. EPCOR understands and acknowledges that, as a regulated entity, City, its residents or businesses may file a complaint with the Arizona Corporation Commission alleging inadequate service, in accordance with Commission rules and regulations and Arizona law, including under A.R.S. § 40-246; provide however, that City understands and agrees that this provision does not give rise to any independent cause of action not otherwise authorized under Arizona law.

19. **Severability.**

19.1. If any section, paragraph, clause, phrase or provision of the franchise shall be adjudged invalid or unconstitutional, other than Section 6 or any portion thereof, the same shall not affect the validity of the Franchise as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional. If Section 6 shall be adjudged invalid or unconstitutional in whole or in part by a final judgment, the Franchise shall immediately terminate and shall be of no further force or effect.

20. **Force Majeure.**

20.1. EPCOR shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation, or revocation of this Franchise) where such alleged noncompliance or default occurred or was caused by an act of God, an act or omission of governmental, military or civilian authority, strike or lockout, riot, epidemic or quarantine, war, earthquake, fire, flood, tidal wave, unusually severe rain, wind, or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, terrorist acts, governmental, administrative or judicial order or regulation or other circumstances that could not have been avoided through EPCOR's exercise of reasonable care, prudence and diligence.

20.2. Furthermore, the City and EPCOR hereby agree that it is not the City's intention to subject EPCOR to penalties, fines, forfeitures, or revocation of the Franchise for immaterial breaches or violations of this Franchise Agreement. "Immaterial" breaches or violations of this Agreement may include, but are not limited to instances or for matters: (i) where a violation or a breach by EPCOR of the Franchise was a good faith error that resulted in minimal or no negative impact on the Citizens (i.e., a resident or inhabitant) within the Franchised Area; (ii) where strict

performance with the terms of the Franchise would result in practical difficulties and hardship to EPCOR that outweigh the benefit to be derived by the City and/or Citizens.

21. Expiration.

21.1. City and EPCOR hereby expressly agree that the following provision shall survive the termination or expiration of this Franchise; upon the termination or expiration of the Franchise, if EPCOR shall not have acquired and accepted an extension or renewal hereof, EPCOR may remove their facilities and systems within the Franchised Area or, at EPCOR's option, may continue operating EPCOR's facilities and systems within the Franchised Area under the same terms and conditions contained herein, but EPCOR shall be required to obtain proper permits each time EPCOR makes additional extensions upon, over, along, across, and under the public right-of-way within the City of Goodyear unless or until such time as a new franchise is obtained or the systems and facilities are removed or are acquired by City through the exercise of its powers of eminent domain.

[SIGNATURES ON FOLLOWING PAGES]

CITY:

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____

Wynette Reed

City Manager

Date: _____

ATTEST:

Darcie McCracken, City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 20__, before me personally appeared Wynette Reed, the City Manager for the City of Goodyear, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

[Affix notary seal here]

Notary Public

EPCOR:

EPCOR WATER ARIZONA INC.,
an Arizona corporation

By: _____

Title: _____

Date: _____

STATE OF ARIZONA

County of _____

On this _____ day of _____, 20____, before me personally appeared _____ as the _____ of EPCOR Water Arizona Inc., an Arizona corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

[Affix notary seal here]

Notary Public

ITEM #: 10.
DATE: 11/04/2024
AI #:2275



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF A FRANCHISE AGREEMENT WITH LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP. FOR A SPECIAL ELECTION TO BE HELD MAY 20, 2025

STAFF PRESENTER(S): Roric Massey, City Attorney

SUMMARY

This franchise agreement grants Liberty Utilities (Litchfield Park Water and Sewer) Corp. (“Liberty”) the right to construct, maintain and operate water distribution facilities and wastewater collection facilities within rights-of-way located within the City of Goodyear to provide water services and wastewater collection services in those areas designated by the Arizona Corporation Commission. The franchise agreement would be approved or rejected by the qualified electors of the City of Goodyear at the May 20, 2025, Special Election.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality



INFRASTRUCTURE

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2432 APPROVING A FRANCHISE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP., ITS SUCCESSORS AND ASSIGNS, AND PLACING THE APPROVAL OF THE FRANCHISE AGREEMENT ON THE BALLOT OF A SPECIAL ELECTION TO BE HELD ON MAY 20, 2025 THAT GRANTS LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE UPON, OVER, AND/OR ALONG THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF GOODYEAR, ARIZONA, AND FUTURE ADDITIONS THERETO, WATER DELIVERY AND WASTEWATER COLLECTION SYSTEMS WITH ALL NECESSARY APPURTENANCES, FOR THE PURPOSE OF SUPPLYING WATER AND COLLECTING WASTEWATER TO THE CITY, ITS SUCCESSORS, THE INHABITANTS THEREOF, AND PERSONS AND CORPORATIONS EITHER WITHIN OR BEYOND THE LIMITS THEREOF, FOR ALL PURPOSES, PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS IN RESPECT THERETO. (Roric Massey, City Attorney)

FISCAL IMPACT

This franchise agreement requires Liberty to pay the City of Goodyear three percent (3%) of the gross profits of the sale of water services or wastewater collection services within the boundaries of the city as a franchise fee. Currently, Liberty does not have a license agreement or a franchise agreement to install infrastructure in the right-of-way and has not paid either a license fee or a franchise fee to the City. Under the franchise agreement Liberty will also be responsible for paying permit fees to the city for the installation of their water or wastewater facilities. However, Liberty will deduct the total amount in permit fees paid to the city for all permit fees paid to install their infrastructure within the city right-of-way. The city could collect approximately \$75,000 annually in franchise fee payments from Liberty prior to any deductions for permit fees paid. Costs associated with the special election have been included as a part of the FY2025 budget.

BACKGROUND AND PREVIOUS ACTIONS

Liberty is a regulated water and wastewater, company providing local water service and wastewater collection and treatment service within the City of Goodyear as well as Litchfield Park, Avondale, Buckeye, Glendale, Goodyear, and unincorporated Maricopa County. Liberty previously operated within Goodyear under the name Litchfield Park Water and Sewer Corporation. Liberty has been providing water service and wastewater collection and treatment services within the City of Goodyear without a license or franchise agreement and now intends to enter into a franchise agreement with the city.

STAFF ANALYSIS

Franchise agreements are authorized by the Arizona Constitution and the Goodyear City Charter. Franchise agreements are important because they provide stability and help the City of Goodyear effectively plan for the future in coordination with public utility companies. The city currently has franchise agreements with Arizona Public Service (APS) for the provision of electrical services and Southwest Gas for the provision of natural gas services.

This franchise agreement is a contract between the City of Goodyear and Liberty. The franchise agreement gives Liberty a non-exclusive right to use the city's streets, alleys, and other public rights-of-way to construct, maintain, and operate their water distribution and wastewater collection facilities within the rights-of-way safely and efficiently in order to serve their customers within the City of Goodyear. The city will collect a three percent (3%) franchise fee for Liberty's provision of water distribution and wastewater collection services provided to customers within the City of Goodyear. Liberty is responsible for the installation and maintenance of its infrastructure at its own cost and shall be required to relocate their infrastructure when the city constructs improvements to or within the right-of-way. The franchise agreement also ensures Liberty is using rights-of-way safely and efficiently and they comply with city regulations. Within the franchise agreement, Liberty commits to designing, constructing and completing any projects in a timely fashion and in partnership with the City. Liberty will consult and coordinate with City on a regular basis to ensure emergencies, damage mitigation, traffic control, or defaults are addressed to the best of their ability.

The Arizona Constitution requires that voters in the city approve a municipal franchise agreement. Liberty will be responsible for costs incurred by the City for holding a general election to approve this franchise agreement and the City will equitably apportion only those costs attributable to the election of this franchise agreement to Liberty if other items are on the ballot. If approved by a majority of the voters at the May 20, 2025 Special Election, this franchise agreement will be effective for a term of 25-years, which is the maximum allowed by

the Arizona Constitution, and will go into effect June 1, 2025. Unless terminated earlier by a written agreement this franchise agreement will be effective through May 30, 2050.

Attachments

Resolution with Exhibit A

RESOLUTION NO. 2024-2432

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING A FRANCHISE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP., ITS SUCCESSORS AND ASSIGNS, AND PLACING THE APPROVAL OF THE FRANCHISE AGREEMENT ON THE BALLOT OF A SPECIAL ELECTION TO BE HELD ON MAY 20, 2025 THAT GRANTS LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE UPON, OVER, AND/OR ALONG THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF GOODYEAR, ARIZONA, AND FUTURE ADDITIONS THERETO, WATER DELIVERY AND WASTEWATER COLLECTION SYSTEMS WITH ALL NECESSARY APPURTENANCES, FOR THE PURPOSE OF SUPPLYING WATER AND COLLECTING WASTEWATER TO THE CITY, ITS SUCCESSORS, THE INHABITANTS THEREOF, AND PERSONS AND CORPORATIONS EITHER WITHIN OR BEYOND THE LIMITS THEREOF, FOR ALL PURPOSES, PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS IN RESPECT THERETO.

WHEREAS, Liberty Utilities (Litchfield Park Water and Sewer) Corp. ("Liberty") has a certificate of convenience and necessity issued by the Arizona Corporation Commission to provide utility services within the boundaries of the City of Goodyear; and

WHEREAS, the City and Liberty have not previously entered into a license or franchise agreement to regulate usage of the public right-of-way; and

WHEREAS, the City and Liberty have negotiated a twenty-five (25) year franchise agreement that will regulate Liberty's usage of the public rights-of-way provision of water distribution and wastewater collection services within the City Goodyear's boundaries; and

WHEREAS, the City's electors will consider the proposed franchise agreement in the May 20, 2025, Special Election; and

WHEREAS, the City Council has determined it is in the public's interest to enter into the proposed franchise agreement.

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

SECTION 1. In compliance with the City of Goodyear Charter Article XII, Section I, and Arizona Revised Statute §9-502(B), the City Council finds that entering into the proposed franchise agreement with Liberty Utilities (Litchfield Park Water and Sewer) Corp., (attached as Exhibit A), is beneficial to the community and the proposed franchise agreement is approved for submission to the electors of the community for approval at the Special Election scheduled for May 20, 2025; and

SECTION 2. The City Clerk and City Attorney are directed to comply with all applicable legal requirements in the publication and referral of the proposed franchise agreement to the electors of the community; and

SECTION 3. The Council authorizes the Mayor to execute all documents, under the terms detailed in the attached franchise agreement upon approval of the franchise by the electors of the community; and

SECTION 3. The Legal Department is authorized to add necessary exhibits and to make necessary language changes that do not alter the substantive or essential terms of the agreement in compliance with the City Charter or Arizona statutory law; and

SECTION 4. Resolution 2024-2432 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 _____ day of _____, 2024.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT "A"

**FRANCHISE AGREEMENT
BETWEEN
LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP.
AND
THE CITY OF GOODYEAR, ARIZONA**

(On the following pages)

**FRANCHISE AGREEMENT
BETWEEN
LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP.
AND
THE CITY OF GOODYEAR, ARIZONA**

This, FRANCHISE AGREEMENT BETWEEN LIBERTY UTILITIES CORP. AND THE CITY OF GOODYEAR, ARIZONA is made by CITY OF GOODYEAR, an Arizona municipal corporation (“City”), and LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP. an Arizona corporation, or its successors and assigns (“LIBERTY”).

RECITALS:

- A.** WHEREAS, LIBERTY represents and warrants to the City that it is a public service corporation within the meaning of Article 15, Section 2, of the Arizona Constitution and is authorized to provide water and wastewater collection services within portions of Maricopa County, Arizona, in accordance with a Certificate of Convenience and Necessity issued by the Arizona Corporation Commission; and
- B.** WHEREAS, LIBERTY will own, operate and maintain a public water and wastewater system within the City limits of Goodyear, Arizona; and
- C.** WHEREAS, LIBERTY, as a public service corporation, is dedicated to providing safe and reliable service to all its customers including those within the City of Goodyear, commits to providing a highest level of utility service to its water and wastewater customers at level on par or exceeding that provided by the City; and
- D.** WHEREAS, LIBERTY commits to designing, constructing and completing any capital improvement and operations and maintenance projects, including emergency projects, in a timely fashion and in partnership with the City; and
- E.** WHEREAS, LIBERTY and City desire to enter into a franchise agreement that requires the approval of the City Council and a majority of the voters within the City of Goodyear; and
- F.** WHEREAS, LIBERTY and City agree and acknowledge that the Recitals set forth above are true and correct and are by this reference incorporated into the agreement herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the covenants herein and of the benefits to be provided hereunder, the Parties agree as follows:

Granting of Franchise Prerequisites.

1. LIBERTY will present the desired Franchise, as defined below, to the City's Mayor and City Council and file it with the Goodyear City Clerk after entry of a final order granting LIBERTY an extension of its Certificates of Convenience and Necessity ("**CC&N**") by the Arizona Corporation Commission ("**Commission**"); that grants LIBERTY the exclusive right to provide Utility Services in an area within as described in the CC&Ns.
2. If the City's Mayor and City Council deems the granting of the Franchise beneficial to the City, it will pass a resolution and thereafter submit the Franchise to the qualified electors as to whether the Franchise should be granted at the next regular election held in the City or at a special election called for approving the Franchise. The City will not call a special election for approving the Franchise without the consent of LIBERTY. The Franchise election will be called and conducted in accordance with applicable law.
3. LIBERTY will be responsible for all costs incurred by the City for holding a general election to approve the Franchise, provided that such costs are not unreasonably incurred by the City. If other items, measures, initiatives, or candidates are placed on the same ballot as the Franchise, the City will equitably apportion only those costs attributable to the election of the Franchise to LIBERTY.
4. The City will invoice the estimated cost of the general election for the Franchise ("**Estimated Cost**") within sixty (60) days after the filing of the Franchise with the Goodyear City Clerk. LIBERTY will promptly pay the City the estimated cost within forty-five (45) days after receiving the invoice. The City will reconcile the actual general election cost attributable to the Franchise ("**Actual Cost**") within sixty (60) days after the Franchise vote in a general election. LIBERTY will promptly pay the City the difference between the Estimated Cost and the Actual Cost if the Actual Cost exceeds the Estimated Cost. The City will promptly refund LIBERTY the difference between the Actual Cost and the Estimated Cost if the Actual Cost is less than the Estimated Cost.

Franchise Agreement.

1. Grant of Franchise

- 1.1. This Franchise is hereby granted by City to LIBERTY, a corporation organized and existing under and by virtue of the laws of Arizona, and conveys to LIBERTY the right and privilege to construct, maintain, and operate within the present and future public rights-of-way within the boundaries of any of LIBERTY 's then effective CC&Ns, as granted by the Commission in Goodyear, Arizona, potable water delivery and wastewater collection systems, together with certain appurtenances

including but not limited to; transmission mains, distribution and collection mains, service lines, fire hydrants, meters, lift stations, and equipment for its own use, for the purpose of supplying water and wastewater services to City, its successors, the inhabitants thereof, and all individuals and entities within or beyond the limits thereof (collectively, the "**Served Population**"), in each case for all purposes for which it is duly authorized by its CC&N ("**Franchise**").

1.2. The area of this Franchise shall consist of those portions within the borders of the City that are also within the boundaries of any of LIBERTY 's then effective CC&Ns, as granted by the Commission ("**Franchised Area**"). The Franchised Area as of the date of this Franchise provides the ability to construct, maintain and operate its system, upon, over, along, across and under the present and future public rights-of-way. These rights-of-way include but are not limited to streets, alleys, ways and highways in the City Goodyear, Arizona. This Franchise is for LIBERTY's use of City's public rights-of-way to supply and deliver safe, adequate, and reliable water treatment, transmission, and distribution services, and to provide safe and reliable wastewater collection, transmission and treatment services to City, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes.

1.3. All such transmission mains, distribution and collection mains, and service lines shall be located underground unless otherwise approved by City. LIBERTY shall not construct wells, well sites, storage, or pumping facilities in the public rights-of-way. Nothing herein shall be construed to permit LIBERTY to maintain any portion of its potable water delivery system or wastewater collection system, or appurtenances thereto, in any manner which would adversely affect or interfere in any way, as determined by City in its sole discretion, with City's use of the public rights-of-way for its intended use; provided, however, that the foregoing shall not preclude reasonable temporary interference necessitated by LIBERTY's repair or maintenance of those facilities. City acknowledges and agrees that all of LIBERTY's infrastructure located within the Franchised Area as of the date of this Franchise complies with the foregoing or is otherwise acceptable in its current location to City.

2. **LIBERTY's Compliance with Requirements; Plans Submitted for Approval; City Construction near LIBERTY's Facilities.**

2.1. Within ninety (90) days after the approval of this Franchise by the Mayor and City Council, LIBERTY shall submit to the Goodyear City Manager a map showing the true and correct location of all present installations of LIBERTY within City's rights-of-way.

2.2. The quality of water treatment, transmission, and distribution services, and of the wastewater collection, transmission and treatment services provided by LIBERTY shall comply with the requirements of the United States Environmental Protection Agency, Arizona Department of Environmental Quality, Arizona Corporation Commission, Arizona Department of Health Services, and the Maricopa County Department of Environmental Health Services.

2.3. All construction in such public rights-of-way under this Franchise shall be performed in accordance with applicable City Engineering Design Standards & Policies and polices adopted by

the Maricopa Association of Governments. Before LIBERTY makes any major installations in the public rights-of-way, LIBERTY shall submit to City for approval any applicable permit applications and a map showing the location of such proposed installations. City and LIBERTY agree and understand that there may be instances when LIBERTY is required to make repairs that are of an emergency nature. LIBERTY shall notify City prior to such repairs, to the extent practicable, and shall obtain the necessary permits in a reasonable time after notification, showing the work performed in the public rights-of-way. In this case, telephone notification of the repair will be given as soon as practicable to the contact person designated by City.

- (i) Notwithstanding anything else contained in this provision, LIBERTY will make best efforts to address any emergencies within 24 hours of being notified that such emergency exists; with LIBERTY permitted to address such emergencies with the use of temporary patches with metal plates so that any street closures will be released as soon as practicable. Should LIBERTY determine, in consultation with City, that such emergency may take more than 24 hours to address, LIBERTY will notify City of such, and provide a mutually agreeable timeframe by which the emergency will be addressed to City's satisfaction.

2.4. If City undertakes, either directly or through a contractor, any construction project adjacent to or near LIBERTY's facilities operated pursuant to this Franchise and for the relocation of which City is required hereunder to pay, City shall include in all such construction specifications, bids, and contracts a requirement that as part of the cost of the project, the contractor or contractor's designee obtain from LIBERTY the temporary or permanent removal, relocation and barricading of equipment, and depressurization of LIBERTY's facilities or equipment, all as necessary to avoid the creation of an unsafe condition in view of the equipment to be utilized or the methods of construction to be followed by the contractor.

2.5. LIBERTY shall for all projects constructed after the date of this agreement and upon written request of the City, provide on a project-by-project basis As-Built drawings of LIBERTY facilities installed within the City right-of-way. As-Built drawings refer to facility drawings maintained in LIBERTY's computer aided design, geographical information system, or any equivalent system.

3. **Construction and Relocation of LIBERTY's Facilities.**

3.1. All facilities installed or constructed pursuant to this Franchise shall be located or relocated and erected as to minimize the interference with traffic or other authorized use, over, under, or through the public right-of-way. Those phases of construction of LIBERTY's facilities relating to traffic control, backfilling, compaction, and paving, as well as location or relocation of facilities provided for herein, shall be subject to applicable regulation by the City Council. LIBERTY shall keep accurate records of the location of all facilities in the public right-of-way and furnish them to City upon request. Upon completion of new construction or relocation of underground facilities in the public right-of-way, LIBERTY shall provide City with corrected drawings showing the actual location of the underground facilities in those cases where the actual location differs significantly from the proposed location approved in the permit plans.

- 3.2. Upon reasonable notice by City of the proposed paving or expansion of a Public Right-of-Way, LIBERTY shall review the City's proposed paving plan and, if warranted in LIBERTY's judgment, extend or replace its facilities in order to reasonably avoid the need to subsequently cut the paved public right-of-way.
- 3.3. LIBERTY will bear the entire cost of relocating any of LIBERTY's facilities, the relocation of which is necessitated by the construction of improvements by, or on behalf of, City in furtherance of a governmental function.
- 3.4. If City requires LIBERTY to relocate LIBERTY's facilities that are located in private easements or private rights-of-way from which the facilities must be relocated, or relocate facilities installed by LIBERTY in locations prior to such locations becoming a City of Goodyear road or other City right-of-way then the entire cost of relocating LIBERTY's facilities, including the cost of purchasing a new private easement or right-of-way, if necessary, shall be borne by City. City shall not be obligated to bear such costs if, prior to City's acquisition of such right-of-way, either, (i.) LIBERTY subordinated its easement or right-of-way in such a manner that the person from whom City acquired the right-of-way would not have been obligated to bear any costs of such relocation, or (ii.) LIBERTY did not in fact obtain such easement or right-of-way.
- 3.5. If relocation of any of LIBERTY's facilities is required or requested due to the actions or inactions of any party other than the City, the third party shall be responsible for the cost of such relocation.
- 3.6. City and LIBERTY agree that City is not a party to disputes among permittees or other interested parties using the public rights-of-way.
- 3.7. LIBERTY's operation of a potable water delivery system and a wastewater collection, treatment, and disposal system is subject to Arizona law regarding prior rights. City reserves its prior superior rights to use the public right-of-way and City property, including the surface areas, for all public purposes. Provided that anything contained herein does not interfere with LIBERTY's obligation to provide safe and reliable water and wastewater service, any privilege claimed under this Franchise by LIBERTY in any public right-of-way or other public property is subordinate to any: (a) prior or subsequent lawful occupancy or use thereof by City or any other governmental entity; (b) prior lawful occupancy or use thereof by any other person or entity; and (c) prior easements therein. Notwithstanding the foregoing subordination provision, nothing herein extinguishes or otherwise interferes with property rights established independently of this Franchise. When the City uses its prior superior right to the public rights-of-way, or other City property, LIBERTY shall move its property that is located in the public right-of-way or on other City property at its own cost, to such location as City directs.
- 3.8. If the City, at its expense, has previously required LIBERTY to relocate its facilities in a particular area, and LIBERTY desires to again relocate these facilities, LIBERTY shall bear the entire cost of such relocation.

- 3.9. If City relocates and/or participates in the cost of relocating LIBERTY's facilities for any reason, the cost of relocation to City shall not include any additional cost resulting from any upgrade or improvement of LIBERTY 's facilities as they existed prior to relocation. Notwithstanding the foregoing, if LIBERTY requests, in connection with any such relocation by City, any upgrade or improvement of the affected LIBERTY 's facilities, City will in good faith consider such request, subject in each case to LIBERTY 's agreement to pay for the actual, additional costs up front prior to any upgrade or improvement for the requested upgrade or improvement. City will deliver to LIBERTY documentation reasonably satisfactory to LIBERTY to evidence the actual, additional cost of such upgrades and improvements. In no event shall City be responsible for considering or undertaking an upgrade or improvement to any of LIBERTY facilities being relocated by City if doing so would adversely affect City's schedules for completion.
- 3.10. All underground abandoned lines shall continue to remain the property of LIBERTY, unless LIBERTY specifically acknowledges otherwise to the Goodyear City Engineer, and such is accepted by City. LIBERTY shall remove, at LIBERTY 's sole cost, abandoned lines at the request of City when required to facilitate construction of any municipal project or as City determines is reasonably necessary to protect public health and safety. LIBERTY may contract with City contractor for such removal. Prior to removal of any abandoned lines, LIBERTY shall notify City of its intent to remove abandoned lines and offer possession of said lines to City. LIBERTY shall identify the location of any known abandoned lines as they exist at the time this Franchise is granted through recognized industry means. LIBERTY shall further identify the location of any lines that become abandoned during the term of this Franchise in a like manner.
- 3.11. Subject to the provisions of this section regarding the cost of relocation of LIBERTY's facilities, LIBERTY's right to retain its facilities in their original location is subject to the paramount right of City to use its public rights-of-way for all permitted purposes, including without limitation, to carry out its governmental functions. All functions of City, which are not specifically determined by law to be proprietary, are governmental. City's permitted purposes shall include, but in no way shall be limited the following:
- (i) Any and all improvement to City streets, alleys, and avenues;
 - (ii) Establishing and maintaining sanitary sewers, storm drains, drainage structures, and related facilities;
 - (iii) Establishing and maintaining parks, parkways, pedestrian malls, or grass, shrubs, trees, and other vegetation for the purpose of landscaping any street or public property;
 - (iv) Providing fire protection and public safety functions;
 - (v) Collection and disposal of garbage, solid waste, bulk trash and recyclables;
 - (vi) Providing public transportation;
 - (vii) Operating City utilities;
 - (viii) Any structures for public purposes deemed appropriate by the Mayor and Council of City;
 - (ix) Any structure for any purpose, whether governmental or proprietary, which City is authorized to construct and/or maintain.

3.12. Where City's facilities or other facilities occupying a right-of-way under authority of a City permit or license are already located in the right-of-way and a conflict between LIBERTY's potential facilities and the existing facilities can only be resolved expeditiously as determined by the Goodyear City Engineer by relocating the existing City or permittee facilities, LIBERTY shall bear the entire cost of relocating the existing facilities, irrespective of the function they served.

4. **Restoration of Rights of Way.**

4.1. Whenever LIBERTY shall cause any work, opening, or alteration whatsoever to be made for any purpose in any City public right-of-way, the work shall be completed with due diligence within a reasonably prompt time; and LIBERTY shall, upon completion of such work, restore the disturbed property to the same or a substantially similar condition as it was prior to such openings or alteration, and LIBERTY shall provide any barricades, signing, rerouting of traffic, or other actions which City shall consider necessary or desirable in the interest of public safety during any such opening or alteration within the public right-of-way.

(1) To the extent LIBERTY is undertaking any operations and maintenance or capital improvement projects on a permanent (i.e., non-emergency) basis, LIBERTY will consult and coordinate with City on a regular basis to best ensure that any rights-of-way that have been disturbed as the result of such work have been completely restored to the City's satisfaction, and pursuant to a mutually-agreeable schedule for restoration of such rights-of-way. LIBERTY will comply with all applicable traffic control regulations in effect, including placement of updated barricade permits where required or as requested by City.

4.2. If LIBERTY causes damage to pavement, sidewalks, driveways, landscaping, or other property during construction, installation, or repair of its facilities, LIBERTY 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 site's original condition, LIBERTY shall return the site to a condition that approximates the original condition and compensate the City for any difference. All repair and restoration necessary to meet the requirements set forth in this Section shall be at LIBERTY's expense and shall be conducted in a manner acceptable to the City, in its sole discretion. LIBERTY agrees to restore pavement or sidewalks after any pavement or sidewalk cuts done by LIBERTY.

4.3. In addition to any indemnity obligation under this Franchise, whenever the installation, use, maintenance, removal, or relocation of any of LIBERTY facilities are required or permitted hereunder, and such installation, removal, or relocation damages or disturbs the surface or subsurface of any pavement, sidewalk, driveway, landscaping, or other public improvement or public property during construction, installation, or repair of its facilities, however such damage or disturbance was caused, LIBERTY, its authorized agent shall restore the surface or subsurface of the right-of-way or public property and/or will replace the surface, subsurface and/or public improvement thereon, therein, or thereunder, as nearly as possible to its original condition that existed before the damage occurred and to the reasonable satisfaction of the Goodyear City

Engineer. If the repair, replacement or restoration cannot replicate the site's original condition, LIBERTY shall return the site to a condition that approximates the original condition and compensate the City for any difference. All repair and restoration necessary to meet the requirements set forth in this Section shall be at LIBERTY's expense and shall be conducted in a manner acceptable to the City, in its sole discretion. LIBERTY agrees to restore pavement or sidewalks after any pavement or sidewalk cuts done by LIBERTY. If LIBERTY does not repair the damage or disturbance as required, then City shall have the option, upon ten (10) business days prior written notice to LIBERTY, to perform or cause to be performed such reasonable and necessary work on behalf of LIBERTY and to charge LIBERTY for the proposed costs to be incurred or the actual costs incurred by City at City's standard rates plus a ten-percent (10%) administration fee.

4.4. In the event of a public emergency, the City shall have the right to immediately perform, without prior written notice to LIBERTY, such reasonable and necessary work on behalf of LIBERTY to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the Goodyear City Engineer. The City shall provide written notice to LIBERTY of the repairs as soon as practicable after the work has begun. LIBERTY agrees that any damaged City-owned conduit or fiber must be replaced or repaired and restored with new or like-new materials. If the City needs to perform any part of the necessary repairs, relocation and/or removal work, it shall be entitled to seek payment for such repairs and/or relocation and/or removal costs from LIBERTY. Upon the receipt of a demand for payment by City, LIBERTY shall reimburse City within thirty (30) days for such costs in accordance with the City's fee schedule in place at the time the work is performed plus a ten percent (10%) administration fee. In the event of a public emergency, neither the City nor any agent, contractor or employee of the City shall be liable to LIBERTY or its contractors or its customers or other third parties for any harm so caused to them by the reasonable actions of the City or its agents, contractors or employees in reasonably responding to such public emergency. When practical and if possible, City will consult with LIBERTY in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption of either the public property involved or the LIBERTY's facilities involved.

4.5. If any of LIBERTY's facilities or activities present any immediate hazard or impediment to the public, to the City, to other City improvements or activities within or outside of the Route, or to City's ability to safely and conveniently operate the right-of-way or perform City's utility, public safety and/or other public health, safety and welfare functions, then LIBERTY shall immediately remedy the hazard, comply with City's request to secure the route area, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment.

5. **Indemnification and Insurance.**

5.1. To the fullest extent permitted by law, LIBERTY agrees to indemnify, defend, and hold harmless City 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) only to the extent arising out of, or resulting from: (i) LIBERTY's performance or failure to perform the services required of LIBERTY under the terms of this Franchise; (ii) the negligent or intentional acts, errors, mistakes, or omissions, of LIBERTY, its officers, employees, or others for whose acts that LIBERTY may be legally liable; (iii) any injury or damage to any third-party or third-party property from the performance, work, and/or exercise of this Franchise by LIBERTY; or (iv) the work performed by LIBERTY, its officers, employees, or others for whose acts that LIBERTY may be legally liable under this Franchise, including without limitation, any claims or litigation by third-parties. This indemnity clause shall apply solely to the extent such injury to any person or property is caused by the actions or inactions of LIBERTY. This indemnification clause shall not apply to the extent any such claim and/or injury is caused by the actions or inactions of the City, any contractors, subcontractors, consultants or other parties retained by the City, or any other third party not affiliated with LIBERTY.

- 5.2. During the term of this Franchise, and for such other term that any claims may be brought, LIBERTY shall maintain in full force and effect, at no cost or expense to the City, commercial general liability insurance in the amount of five million U.S. dollars (\$5,000,000) combined single limit for bodily injury and property damage. The City shall be designated as an additional named insured. Such insurance will not be cancelable or materially modified except upon thirty (30) days prior written notice to the City. Annually, LIBERTY shall provide a certificate of insurance showing evidence of the coverage required by this Section. LIBERTY may self-insure the above-described- policy coverages if LIBERTY or its parent is of sufficient financial standing to provide such insurance. Should LIBERTY elect to self-insure, the City in its sole discretion may accept or reject LIBERTY's proposal to self-insure.
- 5.3. LIBERTY shall secure and maintain during the term of this Franchise, insurance coverage which shall include statutory workers' compensation, comprehensive general, and automobile liability, all including contractual liability assumed by the insured. The comprehensive general and automobile limits shall be no less than five million U.S. dollars (\$5,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than five million U.S. dollars (\$5,000,000) annual aggregate for each personal injury liability and products-completed operations. City shall be named as an additional named insured with respect to all operations of the insured and LIBERTY's insurance policy shall contain a waiver of subrogation against City, its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from the service provided by or on behalf of LIBERTY in the event the LIBERTY is found to be negligent. Insurance coverage must be provided by an insurance company allowed to conduct business in Arizona and rated A-VII or better by AM Best's Insurance Rating. Subsequently, a certificate of insurance, signed by an authorized representative of the insurer with thirty (30) days' notice of cancellation, material modification, or non-renewal, and all required endorsements shall be presented a minimum of five (5) days after the date of expiration of the policy term.

5.4. LIBERTY shall submit to Goodyear City Clerk's office at 1900 N. Civic Square Goodyear AZ 85395, a certificate of insurance, evidencing the coverage and limits stated in the foregoing paragraph within ten (10) days of award of this Franchise. Insurance evidenced by the certificate shall not expire, be cancelled, nor non-renewed without thirty (30) days prior written notice to the Goodyear City Clerk's Office. A statement to that effect must appear on the face of the certificate, and certificate shall be signed by a person authorized to bind the insurer.

6. **Franchise Fee.**

6.1. LIBERTY agrees to pay City, as consideration of the grant of this Franchise, a sum equal to three percent (3%) of the Gross Receipts, as defined below, from the sale by LIBERTY of water within the Franchised Area, and from the collection and/or treatment of wastewater within the Franchised Area as shown by LIBERTY's billing records (the "**Franchise Fee**"). The Franchise Fee shall be due and payable within thirty (30) days after the end of each of the City's fiscal quarters and shall be in addition to all fees or charges for permits issued for the construction of LIBERTY's facilities hereunder or for the inspection thereof within the same fiscal quarter. LIBERTY shall reduce the Franchise Fee by the amount LIBERTY has paid to the City for any permits issued in the same fiscal quarter for the installation or construction of LIBERTY's facilities, however in no event shall LIBERTY receive a reimbursement of fees paid if that amount is over and above any quarterly Franchise Fee paid. Any reduction in payment of the Franchise Fee for the costs of permits issued by the City are required to be itemized and labeled with the associated permit numbers issued by the City. If at any time City requests LIBERTY to match a greater franchise fee paid to a municipality within the State of Arizona, then LIBERTY may request that all terms and conditions contained within the franchise agreement that is applicable to the other such municipality be fully adopted by City in this Franchise.

6.2. "**Gross Receipts**" or "**Gross Revenues**" means all cash, credits, property of any kind or nature, or other consideration that is received directly or indirectly by LIBERTY, with the exception of any Central Arizona Groundwater Replenishment District recharge credits, or any, firm or corporation in which LIBERTY has a financial interest or that has a financial interest in LIBERTY and that is derived in whole or in part from LIBERTY's provision of water services to its end-use customers within the franchise boundaries in the City.

6.3. For the purpose of verifying the quarterly amount payable hereunder, the books and records of LIBERTY shall be subject to inspection by duly authorized officers or representatives of City upon sixty (60) days' prior written notice to LIBERTY following the payment of each quarterly Franchise Fee.

6.4. The amount payable under the Franchise Fee shall not be reduced by, and is in addition to, the payment of any general ad valorem taxes, assessments for special improvements, general sales or transaction privilege license taxes or any similar general sales or transaction privilege license taxes or any similar general tax or level assessed or levied by City or any other governmental unit with jurisdiction.

7. **Franchise Fee Audit.**

- 7.1. Upon written notice to LIBERTY, City may inspect LIBERTY's records of previous annual or quarterly gross revenues, and City shall have the right to audit any amounts determined to be payable under this Franchise; provided, however, that such audit must take place within thirty-six (36) months following the close of LIBERTY's fiscal year for which the audit is desired. All audit costs shall be borne by City.
- 7.2. Upon completion of an audit, City shall provide LIBERTY with written notice including a copy of the audit report and setting forth any additional amounts due to City identified in the audit. LIBERTY shall pay any deficiency within thirty (30) days following such written notice. If a City audit shows overpayments, City shall promptly pay LIBERTY the overpaid amount.
- 7.3. If LIBERTY determines in an internal audit that it overpaid Franchise Fees, LIBERTY may request a reduction in the following quarterly Franchise Fee payment(s) by submitting a written claim for reduction for the overpaid Franchise Fees along with the audit report and calculations detailing the overpayment. A written claim for reduction must identify (i) the specific Franchise Fee period(s) involved, including the period of overpayment and any period for which a reduction in payment is sought, (ii) the itemized Franchise Fee made to City for the associated period (iii) any and all itemized fees paid to City for permits that reduced the Franchise Fee and (iv) the dollar amount of the reduction requested. No reduction shall be allowed for those Franchise Fees paid more than thirty-six (36) months following the close of the City's fiscal year for which a reduction is sought.
- 7.4. In no event shall interest accrue or LIBERTY be entitled to interest or late fees on overpaid amounts.

8. **Term.**

- 8.1. The Effective Date of this Franchise shall be the first day of the calendar month immediately following the calendar month in which this Franchise is approved by a majority vote of the qualified voters of the City of Goodyear. This Franchise shall continue and exist for a period of twenty-five (25) years from the Effective Date.
- 8.2. Unless terminated earlier by written agreement of the parties this Franchise will expire on the twenty-fifth (25th) anniversary of the Effective Date. LIBERTY shall comply with all federal, state, and local laws and ordinances, including those that may come into being, in its exercise of Franchise rights during the term of this Franchise.
- 8.3. LIBERTY shall negotiate in good faith any request by City to amend this Franchise. This Franchise may only be modified by a written amendment signed by persons duly authorized to enter into contracts on behalf of City and LIBERTY.

9. **Default and Dispute Resolution.**

- 9.1. Failure or unreasonable delay by LIBERTY or City to perform any term or provision of this Franchise for a period of ten (10) City business days after written notice thereof from the other party shall constitute a default under this Franchise. If the default is of a nature, which is not capable of being cured within ten (10) City business days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by LIBERTY or City, the non-defaulting party shall only be entitled to the remedies of specific performance or injunction. No monetary damages may be sought from or awarded against either LIBERTY or City, except as may otherwise be expressly permitted in this Franchise.
- 9.2. To further the cooperation of the parties in implementing this Franchise, City and LIBERTY each shall designate and appoint a representative to act as a liaison between City and its various departments and LIBERTY. The initial representative for City (the "**City Representative**") shall be the Goodyear City Manager or their designee, the initial representative for LIBERTY shall be identified by LIBERTY from time to time (the "**LIBERTY Representative**"). The representatives shall be available at all reasonable times to discuss and review the performance of the Parties and the development of property.
- (1) In case of a default, as that term is defined in Section 9.1, by LIBERTY, LIBERTY will maintain an open line of communication and dialogue with City as to its attempts to cure the default and an estimated timeframe by which City can expect such default to be cured. The LIBERTY Representative will be a LIBERTY employee at least at the level of LIBERTY's Director of Operations for the district that covers all systems and facilities within the incorporated boundaries of City. To the extent the City believes that it is not receiving satisfactory responses or commitment to a particular default, City is authorized to contact LIBERTY's Vice President of Arizona Operations, to which that individual will then serve as the LIBERTY Representative for the limited purposes of addressing such concerns for that particular default only, and where the LIBERTY Representative will revert back to the current designee once that particular default is addressed to the satisfaction of both Parties.
- 9.3. Any and all controversies, claims, or disputes that arise out of or relate to this Franchise, or the breach thereof, and if the controversy, claim, or dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the controversy, claim, or dispute by mediation, formal or informal, before resorting to binding arbitration or litigation filed in a court of competent jurisdiction applying Arizona law located in Maricopa County, Arizona.
- 9.4. In the event that LIBERTY and City cannot agree upon the selection of a mediator within seven (7) days, either LIBERTY or City may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

10. Non-Exclusive.

10.1. This Franchise is not exclusive, and nothing herein contained shall be construed to prevent City from granting other like or similar grants or privileges to any other person, firm, or corporation.

11. Transfer of Franchise.

11.1. The right, privilege, and franchise hereby granted may be transferred in whole or in part by LIBERTY, its successors and assigns, to any public service corporation approved by the Commission to provide public utility water or wastewater services within the Franchised Area and upon payment of an appropriate transfer fee to City to reimburse City for any reasonable costs it incurs in processing the transfer. No other assignment of any rights, privileges or franchise hereby granted may be made without the prior written consent of both the City Council and the Commission and payment of an appropriate transfer fee to City to reimburse City for any reasonable costs it incurs in processing the transfer. The City Council's consent shall not be unreasonably withheld, conditioned or delayed. No consent shall be required in connection with an assignment made as security pursuant to a mortgage or deed of trust or in connection with subsequent transfer made pursuant to any such instrument.

12. Condemnation Rights Reserved by City.

12.1. City reserves the right and power to purchase and condemn any water plant, equipment, properties, facilities and/or distribution facilities of LIBERTY within the corporate limits or any additions and annexations thereto, as provided by law.

12.2. In the event of a purchase of LIBERTY, or under the exercises of eminent domain, this Franchise shall be construed to have no value for purposes of establishing the value of LIBERTY.

13. Title to Facilities, Use of Easements.

13.1. Title to all water and wastewater utility facilities wherever situated on public grounds or in easements for the provision of water and wastewater public utility services acquired or installed by LIBERTY or its agents or contractors within its service territory shall be and remain property of LIBERTY, its successors, or assigns.

13.2. Nothing contained in this Franchise shall be construed as preventing, diminishing, or restricting LIBERTY from using for public utility purposes any easement shown on any plat or plats of any portion of City before or hereafter platted or recorded that has been or may hereafter be created, granted, or dedicated for public utility purposes by any person, firm, or corporation. The costs associated with such use shall be borne by LIBERTY.

14. Applicable Laws and Regulations.

14.1. LIBERTY is responsible to adhere to all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over LIBERTY's activities in the

rights-of-way, including but not limited to, storm water regulations (MS4), US Army Corps of Engineers permitting, Americans with Disabilities Act, and appropriate traffic control measures.

15. Conflict of Interest.

15.1. This Franchise shall be subject to cancellation pursuant to the provisions of A.R.S. §38- 511 in the event of a conflict of interest.

16. Notices.

16.1. All notices required to be given to either party shall be sent or given as follows to the following addresses:

To City: City of Goodyear, Arizona
Goodyear, AZ 85395
1900 North Civic Square
Attn: City Manager

With a copy to: City of Goodyear City Attorney
1900 North Civic Square
Goodyear, AZ 85395

To LIBERTY: LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP.
14920 West Camelback Road
Litchfield Park, AZ, 85340

17. Arizona State Law to Govern.

17.1. The provisions of this Franchise shall be governed and construed in accordance with the laws of the State of Arizona.

18. LIBERTY'S Representations and Warranties.

18.1. LIBERTY represents and warrants that it has the power and authority to enter into this Franchise by and through the representative who has signed this Franchise on its behalf, and that it has the power and ability to do all the acts required of it by this Franchise.

18.2. LIBERTY has not misrepresented or omitted material facts, has not accepted this Franchise with intent to act contrary to the provisions herein, and represents and warrants that, as long as it operates its utility system, it will be bound by the terms and conditions of this Franchise or any subsequently issued license.

18.3. LIBERTY further acknowledges that it was represented throughout the negotiations of this Franchise by its own attorneys and had opportunity to consult with its own attorneys about its rights and obligations regarding this Franchise Agreement.

18.4. LIBERTY, as a public service corporation regulated by the Arizona Corporation Commission, is obligated to provide safe and reliable water and wastewater service to all its customers in accordance with Arizona law, including those customers residing or doing business within the incorporated boundaries of City. LIBERTY commits to providing at least the same level of water and wastewater service to its customers located within City as City provides to its water and wastewater customers. LIBERTY understands and acknowledges that, as a regulated entity, City, its residents or businesses may file a complaint with the Arizona Corporation Commission alleging inadequate service, in accordance with Commission rules and regulations and Arizona law, including under A.R.S. § 40-246; provide however, that City understands and agrees that this provision does not give rise to any independent cause of action not otherwise authorized under Arizona law.

19. Severability.

19.1. If any section, paragraph, clause, phrase or provision of the franchise shall be adjudged invalid or unconstitutional, other than Section 7 or any portion thereof, the same shall not affect the validity of the Franchise as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional. If Section 7 shall be adjudged invalid or unconstitutional in whole or in part by a final judgment, the Franchise shall immediately terminate and shall be of no further force or effect.

20. Force Majeure.

20.1. LIBERTY and City shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation, or revocation of this Franchise) where such alleged noncompliance or default occurred or was caused by an act of God, an act or omission of governmental military or civilian authority, strike or lockout, riot, epidemic or quarantine, war, earthquake, fire, flood, tidal wave, unusually severe rain, wind, or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, terrorist acts, governmental, administrative or judicial order or regulation, by a federal, state, and/or local directive, order, or similar requirement, or other circumstances that could not have been avoided through LIBERTY's exercise of reasonable care, prudence and diligence, provided that one party has provided the other party with at least seventy-two (72) hours' written notice of such delay or nonperformance.

20.2. Furthermore, the City and LIBERTY hereby agree that it is not the City's intention to subject LIBERTY to penalties, fines, forfeitures, or revocation of the Franchise for immaterial breaches or violations of this Franchise Agreement. "Immaterial" breaches or violations of this Agreement may include, but are not limited to instances or for matters: (i) where a violation or a breach by LIBERTY of the Franchise was a good faith error that resulted in minimal or no negative impact on the Citizens (i.e., a resident or inhabitant) within the Franchised Area; (ii) where strict

performance with the terms of the Franchise would result in practical difficulties and hardship to LIBERTY that outweigh the benefit to be derived by the City and/or Citizens.

21. Expiration.

21.1. City and LIBERTY hereby expressly agree that the following provision shall survive the termination or expiration of this Franchise; upon the termination or expiration of the Franchise, if LIBERTY shall not have acquired and accepted an extension or renewal hereof, LIBERTY may remove their facilities and systems within the Franchised Area or, at LIBERTY's option, may continue operating LIBERTY's facilities and systems within the Franchised Area under the same terms and conditions contained herein, but LIBERTY shall be required to obtain proper permits each time LIBERTY makes additional extensions upon, over, along, across, and under the public right-of-way within the City of Goodyear unless or until such time as a new franchise is obtained or the systems and facilities are removed or are acquired by City through the exercise of its powers of eminent domain.

22. Confidentiality.

22.1. Protection of Confidential Information. Subject to the Arizona Public Records Law (A.R.S. § 39-121 *et seq.*), to the fullest extent permitted by law, the City agrees to treat on a confidential basis any Confidential Information disclosed by LIBERTY to the City. The City shall not use the Confidential Information for any purpose whatsoever other than in connection with its rights and obligations under this Franchise. The City shall safeguard the Confidential Information using measures that are equal to the measures used to safeguard its own confidential information of comparable value, but in no event, shall the City exercise less than reasonable care.

[SIGNATURES ON FOLLOWING PAGES]

CITY:

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____

Wynette Reed

City Manager

Date: _____

ATTEST:

Darcie McCracken, City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 20__, before me personally appeared Wynette Reed, the City Manager for the City of Goodyear, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

[Affix notary seal here]

Notary Public

LIBERTY:

LIBERTY UTILITIES (LITCHFIELD PARK WATER AND
SEWER) CORP.,
an Arizona corporation

By: _____

Title: _____

Date: _____

STATE OF ARIZONA

County of _____

On this _____ day of _____, 20____, before me personally appeared
_____ as the _____ of Liberty Utilities
(Litchfield Park Water and Sewer) Corp., an Arizona corporation, for and on behalf thereof,
whose identity was proven to me on the basis of satisfactory evidence to be the person who he
or she claims to be, and acknowledged that he or she signed the above/attached document.

[Affix notary seal here]

Notary Public

ITEM #: 11.
DATE: 11/04/2024
AI #:2272



CITY COUNCIL ACTION REPORT

SUBJECT: CALL OF SPECIAL ELECTION - MAY 20, 2025

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):

Roric Massey, City Attorney

SUMMARY

It is anticipated that City Council will adopt the City Charter changes and approve the two franchise agreements and refer them to the voters earlier on the November 4, 2024 agenda. This Call of Election establishes the election date for a Special Election and provides additional direction and authorization for the election.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality



SAFE &
VIBRANT
COMMUNITY



INNOVATIVE & HIGH
PERFORMING
ORGANIZATION



INFRASTRUCTURE

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2427 CALLING A SPECIAL ELECTION FOR MAY 20, 2025; PROVIDING NOTICE OF A SPECIAL ELECTION; DESIGNATING THE DATE THAT VOTER REGISTRATION CLOSES; DESIGNATING THE PLACE AND BEGINNING AND ENDING DATES TO ACCEPT ARGUMENTS FOR AND AGAINST THE QUESTIONS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO ENTER INTO ALL AGREEMENTS TO EFFECTUATE ELECTION SERVICES; AND ORDERING THE CITY CLERK TO PUBLISH THE NOTICE OF ELECTION. (Darcie McCracken, City Clerk)

FISCAL IMPACT

Costs for the May 20, 2025 Special Election are included in the FY2025 budget adopted by City Council. The city contracts with Maricopa County Elections to provide election services at a rate of \$2.12 per voter. Goodyear currently has 62,786 voters, bringing the estimate of costs to approximately \$134,000 for county fees. An additional \$35,000 is estimated for the publicity pamphlet, which brings the total estimate of costs to \$169,000 for the Special Election. The two franchisees will each reimburse the city for one third of these costs.

BACKGROUND AND PREVIOUS ACTIONS

A notice of a nonpartisan election is required when it is not a regular candidate election. Action taken earlier this evening referred multiple questions to the voters which necessitates this Call of Election in compliance with Arizona Revised Statutes §16-228 and provides the following:

- Date and Purpose of Election: May 20, 2025, referring changes to the City Charter and two franchise agreements to the voters
- Format: All-Mail Ballot
- Last day to register: April 21, 2025
- Ballots to be mailed: April 23, 2025
- Ballot Drop Box: Available at City Hall, 1900 N Civic Square, beginning April 23, 2025
- Ballot Replacement Site: Available at City Hall, 1900 N Civic Square, beginning Monday, May 12, 2025
- Polling Place: There shall be no polling places
- All ballots to be received by Maricopa County Elections: No later than 7 p.m. on Tuesday, May 20, 2025
- Qualification of electors: Only qualified electors of the City of Goodyear shall be permitted to vote
- Publicity Pamphlet: Arguments for and against the questions may be filed with the City Clerk between December 1, 2024, and February 19, 2025, in compliance with the conditions set forth in Exhibit B of the Resolution

Attachments

Resolution 2024-2427 with Exhibits

RESOLUTION NO. 2024-2427

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CALLING A SPECIAL ELECTION FOR MAY 20, 2025; PROVIDING NOTICE OF A SPECIAL ELECTION; DESIGNATING THE DATE THAT VOTER REGISTRATION CLOSES; DESIGNATING THE PLACE AND BEGINNING AND ENDING DATES TO ACCEPT ARGUMENTS FOR AND AGAINST THE QUESTIONS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO ENTER INTO ALL AGREEMENTS TO EFFECTUATE ELECTION SERVICES; AND ORDERING THE CITY CLERK TO PUBLISH THE NOTICE OF ELECTION.

WHEREAS, the Goodyear City Council has referred to the voters of the city two franchise agreements and changes to the City Charter;

WHEREAS, Arizona Revised Statutes §16-227 requires a Call of Election for a non-partisan Special Election; and

WHEREAS, dates have been established to comply with the requirements of a Special Election.

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

SECTION 1. DESIGNATION OF SPECIAL ELECTION DATE AND PURPOSE

The city of Goodyear shall hold a Special Election on May 20, 2025, for the purpose of submitting to the qualified voters two franchise agreements and changes to the City Charter. Ballot language is attached as Exhibit A.

SECTION 2. DESIGNATING VOTER REGISTRATION DEADLINE

Goodyear residents wishing to vote in the Special Election shall register with Maricopa County Elections no later than April 21, 2025.

SECTION 3. ARGUMENTS FOR AND AGAINST BALLOT QUESTIONS

Arguments supporting or opposing the questions shall be published in the publicity pamphlet and shall be filed with the City Clerk between December 1, 2024, and February 19, 2025, and will be in compliance with the conditions set forth in the attached Exhibit B.

SECTION 4. DESIGNATING ELECTION FORMAT

The Special Election shall be an All-Mail Ballot Election. Ballots will be mailed April 23, 2025. A ballot box for drop-off will be available beginning April 23, 2025, at Goodyear City Hall. A ballot replacement site will be established at Goodyear City Hall beginning May 12, 2025. There will be no polling places.

SECTION 5. PUBLICATION OF NOTICE OF ELECTION

The City Clerk shall publish Exhibit B – Notice of Election as required by statute.

SECTION 6. AUTHORIZATION AND DIRECTION

- A) The Election shall be held, conducted and canvassed in conformity with the provisions of the general election laws of the State of Arizona, except

as otherwise provided by law or City Charter, and only such persons shall be permitted to vote at the Election are qualified electors of the City.

- B) The City Manager, or designee, shall enter into any agreements to conduct the election or provide other services to effectuate the election and elements of the election.
- C) The City Attorney is hereby authorized to make non-substantive changes to the Resolutions, Ordinances or Exhibits needed to give effect to the referral of the offered franchises and City Charter amendments.
- D) The City Clerk is hereby further authorized to take all other necessary action to facilitate the Election.
- E) All expenditures as may be necessary to order, notice, hold and administer the Election are hereby authorized, which expenditures shall be paid from current operating funds of the City, with appropriate deposits and reimbursements made by the franchisees.

SECTION 7. EFFECTIVE DATE

Resolution 2024-2427 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 _____ day of _____, 2024.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

RESOLUTION 2024-2427 - EXHIBIT A

BALLOT LANGUAGE – SPECIAL ELECTION MAY 20, 2025

QUESTION 1

PROPOSED GOODYEAR CHARTER AMENDMENT NO. 1.

Official Title

Amendment of Article I Incorporation, Form of Government, Powers of the City, Boundaries of the Charter of the City of Goodyear to specify the powers of the City in regards to land use planning and regulation.

Descriptive Title:

Article I Incorporation, Form of Government, Powers of the City, Boundaries, would be amended to specify that the City Council has the power by simple majority vote to establish land use and development regulations, zoning ordinances, architectural design, and site plan regulations and standards, that are consistent with the adopted General Plan.

Ballot Language

SHALL ARTICLE I OF THE CHARTER OF THE CITY OF GOODYEAR BE AMENDED TO STATE THE CITY COUNCIL BY SIMPLE MAJORITY VOTE HAS THE POWER TO ESTABLISH LAND USE AND DEVELOPMENT REGULATIONS CONSISTENT WITH ITS ADOPTED GENERAL PLAN, ZONING ORDINANCES, AND ARCHITECTURAL DESIGN REGULATIONS AND STANDARDS?

YES

A **YES** vote shall have the effect of adopting the proposed amendment to the City Charter.

NO

A **NO** vote shall have the effect of rejecting the proposed amendment to the City Charter.

QUESTION 2

PROPOSED GOODYEAR CHARTER AMENDMENT NO. 2.

Official Title

Amendment of Article II The Council, Section 11 Salaries, generally, Citizen's Compensation Committee on salaries for elected city officials of the Charter of the City of Goodyear to amend the procedure for adjustment to City Council salaries and benefits.

Descriptive Title:

Article II The Council, Section 11 Salaries, generally, Citizen's Compensation Committee on salaries for elected city officials would be amended to add Benefits to the title, and to amend the procedure and scope of recommendations of the Citizen's Compensation Committee to include both adjustments to salaries and benefits and provide that the City Council may only accept or reject that recommendation by simple majority vote.

Ballot Language

SHALL ARTICLE II, SECTION 11 OF THE CHARTER OF THE CITY OF GOODYEAR BE AMENDED TO INCLUDE BENEFITS IN THE TITLE AND TO AMEND THE PROCEDURE FOR THE CITIZEN'S COMPENSATION COMMITTEE RECOMMENDATIONS AND PROVIDE THAT THE CITY COUNCIL MAY ACCEPT OR REJECT THAT RECOMMENDATION BY SIMPLE MAJORITY VOTE?

YES

A **YES** vote shall have the effect of adopting the proposed amendment to the City Charter.

NO

A **NO** vote shall have the effect of rejecting the proposed amendment to the City Charter.

QUESTION 3

PROPOSED GOODYEAR CHARTER AMENDMENT NO. 3.

Official Title

Amendment of Article IV Administrative Departments, Officers and Employees of the Charter of the City of Goodyear to amend the administrative process for the organization of the various city departments.

Descriptive Title:

Article IV Administrative Departments, Officers and Employees would be amended to transfer the authority to create, consolidate, alter or abolish the various city departments from the City Council to the City Manager within the approved budget authority and employee counts as otherwise approved by the City Council.

Ballot Language

SHALL ARTICLE IV, OF THE CHARTER OF THE CITY OF GOODYEAR BE AMENDED TO TRANSFER THE AUTHORITY TO CREATE, CONSOLIDATE, ALTER OR ABOLISH THE VARIOUS CITY DEPARTMENTS FROM THE CITY COUNCIL TO THE CITY MANAGER WITHIN THE APPROVED BUDGETARY AND EMPLOYEE COUNTS OTHERWISE APPROVED BY THE CITY COUNCIL?

YES

A **YES** vote shall have the effect of adopting the proposed amendment to the City Charter.

NO

A **NO** vote shall have the effect of rejecting the proposed amendment to the City Charter.

QUESTION 4

PROPOSED GOODYEAR CHARTER AMENDMENT NO. 4.

Official Title

Amendment of Article VI Finance and Taxation of the Charter of the City of Goodyear to codify allowable transaction privilege tax categories and to codify currently existing rules related to bond approval and issuance.

Descriptive Title:

Article VI Finance and Taxation would be amended to codify allowable categories of municipal transaction privilege tax categories and to further codify existing rules regarding the procedure for bond approval and issuance.

Ballot Language

SHALL ARTICLE VI FINANCE AND TAXATION, OF THE CHARTER OF THE CITY OF GOODYEAR BE AMENDED TO CODIFY ALLOWABLE CATEGORIES OF MUNICIPAL TRANSACTION PRIVILEGE TAX CATEGORIES AND TO FURTHER CODIFY EXISTING RULES REGARDING THE PROCEDURE FOR BOND APPROVAL AND ISSUANCE?

YES

A **YES** vote shall have the effect of adopting the proposed amendment to the City Charter.

NO

A **NO** vote shall have the effect of rejecting the proposed amendment to the City Charter.

QUESTION 5

PROPOSED EPCOR WATER AND WASTEWATER UTILITY FRANCHISE

OFFICIAL TITLE

SHALL A FRANCHISE BE ENTERED INTO GRANTING TO EPCOR WATER ARIZONA INC., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AND FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE IN, OVER, UNDER, AND ACROSS THOSE PORTIONS OF PUBLIC RIGHTS-OF-WAY IN THE CITY OF GOODYEAR, ARIZONA, WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES FOR THE PURPOSE OF PROVIDING WATER DISTRIBUTION AND WASTEWATER COLLECTION SERVICES WITHIN THE CITY OF GOODYEAR AND FUTURE ADDITIONS THERETO?

DESCRIPTIVE TITLE

GRANTING A FRANCHISE TO EPCOR WATER ARIZONA INC., FOR THE PURPOSE OF PROVIDING WATER DISTRIBUTION AND WASTEWATER COLLECTION SERVICES WITHIN THE CITY OF GOODYEAR FOR WHICH THE CITY OF GOODYEAR WILL RECEIVE A FRANCHISE FEE.

A “for the franchise” vote shall have the effect of granting a franchise for water distribution and wastewater collection services to EPCOR Water Arizona Inc.

An “against the franchise” vote shall have the effect of denying a franchise for water distribution and wastewater collection services to EPCOR Water Arizona Inc.

FOR THE FRANCHISE	<input type="checkbox"/>
AGAINST THE FRANCHISE	<input type="checkbox"/>

QUESTION 6

PROPOSED LIBERTY WATER AND WASTEWATER UTILITY FRANCHISE

OFFICIAL TITLE

SHALL A FRANCHISE BE ENTERED INTO GRANTING TO LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AND FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE IN, OVER, UNDER, AND ACROSS THOSE PORTIONS OF PUBLIC RIGHTS-OF-WAY IN THE CITY OF GOODYEAR, ARIZONA, WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES FOR THE PURPOSE OF PROVIDING WATER DISTRIBUTION AND WASTEWATER COLLECTION SERVICES WITHIN THE CITY OF GOODYEAR AND FUTURE ADDITIONS THERETO?

DESCRIPTIVE TITLE

GRANTING A FRANCHISE TO LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP., FOR THE PURPOSE OF PROVIDING WATER DISTRIBUTION AND WASTEWATER COLLECTION SERVICES WITHIN THE CITY OF GOODYEAR FOR WHICH THE CITY OF GOODYEAR WILL RECEIVE A FRANCHISE FEE.

A “for the franchise” vote shall have the effect of granting a franchise for water distribution and wastewater collection services to Liberty Utilities (Litchfield Park Water And Sewer) Corp.

An “against the franchise” vote shall have the effect of denying a franchise for water distribution and wastewater collection services to Liberty Utilities (Litchfield Park Water And Sewer) Corp.

FOR THE FRANCHISE	<input type="checkbox"/>
AGAINST THE FRANCHISE	<input type="checkbox"/>

EXHIBIT B

**CALL OF ELECTION
PUBLIC NOTICE OF THE CITY OF GOODYEAR**

Notice is hereby given that the City of Goodyear, Arizona, will hold a Special Election as an All-Mail Ballot Election as follows:

Special Election May 20, 2025

Questions to be Determined:

Shall the city of Goodyear make changes to the City Charter, Article I?

Shall the city of Goodyear make changes to the City Charter, Article II, Section 11?

Shall the city of Goodyear make changes to the City Charter, Article IV?

Shall the city of Goodyear make changes to the City Charter, Article VI?

Shall the city of Goodyear enter into a Franchise Agreement with EPCOR Water and Wastewater Utilities?

Shall the city of Goodyear enter into a Franchise Agreement with Liberty Water and Wastewater Utilities?

Arguments for and against the Proposition: That arguments supporting or opposing the questions be published in the publicity pamphlet and shall be filed with the City Clerk on or before February 19, 2025. Each argument shall be submitted electronically to gyclerk@goodyearaz.gov and a fee of \$50 shall be paid for each argument. Each argument shall not exceed 300 words in length and shall contain the original, notarized signature of each person sponsoring it. If the argument is sponsored by an organization, it shall contain the sworn statement of two executive officers of the organization or if sponsored by a political committee it shall contain the sworn statement of the committee's chairman or treasurer. The names of persons and entities submitting written arguments shall be included in the publicity pamphlet. Persons signing the argument shall identify themselves by giving their residence address and telephone number, which may not appear in the publicity pamphlet, except that the person's city or town and state of residence shall appear in the pamphlet. Any argument that is submitted and that does not comply with this subdivision may not be included in the pamphlet.

Voter Registration Deadline: April 21, 2025

All-Mail Ballot Election: Ballots will be mailed to every Goodyear qualified voter on April 23, 2025.