

CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323

REGULAR MEETING
February 1, 2010
7:00 PM

CALL TO ORDER BY MAYOR ROGERS
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

- a. Far West Jets Pop Warner Football Team - Division II Pee Wee National Champions
- b. Debbie Ray, Volunteer Coordinator for the Avondale Police Department

3 SCHEDULED PUBLIC APPEARANCES

- a. Senator John Nelson will present an overview of the State Budget

4 UNSCHEDULED PUBLIC APPEARANCES

(Limit three minutes per person. Please state your name.)

5 CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. APPROVAL OF MINUTES

- 1. Regular Meeting of January 4, 2010
- 2. Work Session of January 11, 2010
- 3. Regular Meeting of January 11, 2010

b. COUNCIL SUBCOMMITTEE APPOINTMENT - BOARDS, COMMISSIONS AND COMMITTEES

City Council will consider Mayor Lopez Rogers' request to confirm the appointment of herself to the Council Subcommittee for Boards, Commissions and Committees. The Council will take appropriate action.

c. SPECIAL EVENT LIQUOR LICENSE - RACEWAY ELKS FOR MARDI GRAS FUNDRAISER

City Council will consider a request for a special event liquor license from Mr. Gary Bruce on behalf of the Raceway Elks #2852 for a fundraiser event to be held on February 13, 2010 at the Masonic Temple located at 1015 N 8th Street in Avondale. The Council will take appropriate action.

d. TWO LIQUOR LICENSES - WALGREENS STORES

City Council will consider two requests from Randy Guse for two Series 10 Off-Sale Retailer's license to sell beer and wine at two Walgreens stores located at 10710 West McDowell Road and 1451 North Dysart Road. The Council will take appropriate action.

e. DESIGN AND CONSTRUCTION CONTRACT - SALT RIVER PROJECT ELECTRIC IMPROVEMENTS AT THE AVONDALE BOULEVARD AND I-10 TRAFFIC INTERCHANGE

City Council will consider a request to approve a design services and construction contract with Salt River Project for the design and construction of the required electrical improvements for the Avondale Boulevard and I-10 Improvement Project in the amount of \$145,700.00 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. WATERLINE EXTENSION AND SEWER SERVICE AGREEMENTS WITH LITCHFIELD PARK SERVICE COMPANY DBA LIBERTY WATER

City Council will consider a request to approve Waterline Extension and Sewer Service Agreements between the City of Avondale and Litchfield Park Service Company dba Liberty Water for the estimated amounts of \$17,045 and \$36,285 respectively for the Northwest Public Safety Facility and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 2886-210 - IN SUPPORT OF A HOME GRANT APPLICATION

City Council will consider a resolution supporting an application by Housing Our Communities Inc. to Maricopa County for federal HOME funds to expand homebuyer assistance activity in Avondale and authorizing the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

6 PROPOSED PRETREATMENT ORDINANCE

City Council will review the proposed pretreatment ordinance which will give the City the legal authority to implement and enforce the required elements of a compliant wastewater pretreatment program. For information, discussion and direction.

7 HOUSING ASSESSMENT FINDINGS

City Council will review the findings of the the housing assesment conducted by City Staff and the Drachman Insititute to determine the housing needs in the Old Town Revitalization Area. For information and discussion only.

8 ADJOURNMENT

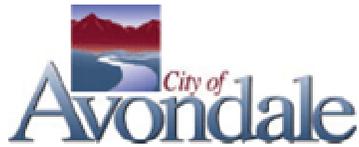
Respectfully submitted,



Carmen Martinez
City Clerk

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.



CITY COUNCIL REPORT

SUBJECT:

Recognition of Far West Jets Pop Warner Football Team

MEETING DATE:

February 1, 2010

TO: Mayor and Council

FROM: Sammi Curless, Assistant to the Mayor and Council (623)333-1613

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Mayor would like to recognize the players, coaches and parents of the Far West Jets.

BACKGROUND:

In late December, the Far West Jets competed in the Pop Warner national championship games in Orlando, FL. There they defeated the Lee Summit Titans 6-0 in a final game to win the Division II Pee Wee national title, a first for any Arizona Pop Warner team.

The team, comprised of 11 and 12-years olds from Avondale and Goodyear, posted an undefeated season while overcoming hardships including injuries to key players.

RECOMMENDATION:

The Mayor will proclaim February 1, 2010 as Far West Jets Day in Avondale.

ATTACHMENTS:

Click to download

[📄 Proclamation](#)

Far West Jets Day

WHEREAS, the Far West Jets, a Pop Warner Pee Wee Division football team comprised of young men from Avondale and Goodyear recently competed as one of 64 teams in the Pop Warner football championships in Orlando, FL; and

WHEREAS, through tough competition, the team persevered to defeat the Lee Summit, MO Titans 6-0 to be crowned national champions of the Pee Wee Division II, the first team from Arizona to win such a title; and

WHEREAS, the Far West Jets also celebrated an undefeated season; and

WHEREAS, the hard work and dedication of these student athletes should be recognized and celebrated.

NOW, THEREFORE, I, Marie Lopez Rogers, by virtue of the authority vested in me as Mayor of the City of Avondale, Arizona do hereby proclaim February 1, 2010 as Far West Jets Day and offer hearty congratulations to the team for its Pop Warner football national championship.

Mayor

ATTEST:

City Clerk



CITY COUNCIL REPORT

SUBJECT:

Recognition of Police Department Employee
Debbie Ray

MEETING DATE:

February 1, 2010

TO: Mayor and Council

FROM: Sammi Curless, Assistant to the Mayor and Council (623)333-1613

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Mayor would like to recognize Debbie Ray, Volunteer Coordinator for the Police Department, on her selection to the National Board of Directors for ALIVE (Association of Leaders In Volunteer Engagement).

BACKGROUND:

Debbie Ray has been the Volunteer Coordinator for the Avondale Police Department since 2007. Since that time she has worked to establish the professional group of volunteers that assist in the day-to-day operations of the Police Department. With a total of 30 volunteers, the Police Department has one of the largest and most professional group of volunteers in the West Valley.

Ms. Ray's three-year term on the ALIVE Board of Directors began on January 1, 2010. The Board of Directors ALIVE works to enhance and sustain the spirit of volunteer engagement in America by fostering collaboration and networking, promoting professional development, and providing advocacy for leaders in community engagement.

The Mayor would like to recognize Debbie Ray's involvement in this national organization, and for the honor that her selection brings to Avondale.

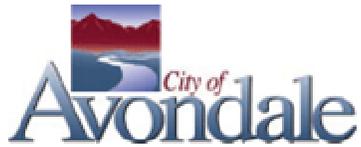
RECOMMENDATION:

This is a recognition item and no formal Council action is required.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Senator John Nelson will present an overview of the State Budget

MEETING DATE:

February 1, 2010

TO: Mayor and Council

FROM: Carmen Martinez

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
February 1, 2010

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

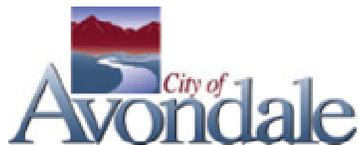
PURPOSE:

1. Regular Meeting of January 4, 2010
2. Work Session of January 11, 2010
3. Regular Meeting of January 11, 2010

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Council Subcommittee Appointment - Boards,
Commissions and Committees

MEETING DATE:

February 1, 2010

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk (623)333-1214

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider Mayor Lopez Rogers' request to confirm the appointment of herself to the Council Subcommittee for Boards, Commissions and Committees. The Council will take appropriate action.

BACKGROUND:

Section 15.2 of the Council Rules of Procedure provide that the Mayor may appoint a Council Subcommittee for Boards, Commissions and Committees. The purpose of this Council Subcommittee is to interview applicants and make recommendation for appointment to the City's Boards, Commissions and Committees to the City Council. The Subcommittee is to be made up of three Council Members.

DISCUSSION:

Currently the subcommittee is chaired by Council Member Weise. Council Members Scott and Karlin are the other two members of this subcommittee. Council Member Weise has expressed his desire to step down from this Committee.

Mayor Rogers has indicated that as allowed by the Council Rules of Procedure, she would like to appoint herself to chair this committee.

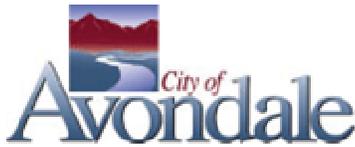
RECOMMENDATION:

Staff is requesting that Council confirm Mayor Lopez Rogers' appointment of herself to the Council Subcommittee for Boards, Commissions and Committees.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Special Event Liquor License - Raceway Elks for
Mardi Gras Fundraiser

MEETING DATE:

February 1, 2010

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council consider a request for a special event liquor license from Gary Bruce on behalf of the Raceway Elks #2852, for a fundraiser event to be held on February 13, 2010 at the Masonic Temple located at 1015 North 8th Street Avondale, Arizona.

DISCUSSION:

The City Clerk's Department has received an application for a special event liquor license from Mr. Gary Bruce, representing the Raceway Elks #2852, to be used in conjunction with a charitable fund raiser.

This event will be held on Saturday, February 13, 2010 from 5:00 p.m. to 11:00 p.m., at the Masonic Temple.

The required fees have been paid. Staff has determined that the applicant is not requesting any city support other than normal city services. The Police and Fire Departments have reviewed the application and are recommending approval. Their comments are attached.

Staff reviewed this application using the 14 factors set forth in Ordinance 1031-04. The findings are as noted below:

1. The event will be restricted to members only
2. Criminal history of the applicant - A background check of the representative, Mr. Gary Bruce, revealed no contact with the Avondale Police Department
3. The event is a charitable fund raiser
4. Security measures taken by the applicant - The Police Department has reviewed the security plan and have determined it to be sufficient
5. All spirituous liquors will be served
6. Beverages will be dispensed in disposable cups and cans
7. The most recent previous event held in December 2009 revealed no neighborhood disturbances
8. Event activities will be confined to the Masonic Temple so there is no potential for problems in the neighborhood in terms of noise, hours and time of the event
9. The event will last six hours
10. Sanitary facilities are available at the temple
11. Zoning is C-2 Community Commercial and Development Services staff has indicated that the proposed use will not result in incompatible land uses
12. Anticipated total daily attendance is 80
13. Music will be provided by a disc jockey who will use his own sound amplification system

14. Per the Police Department, traffic control measures will not be necessary

RECOMMENDATION:

Staff is recommending approval of the request for a special event liquor license from Mr. Gary Bruce on behalf of the Raceway Elks #2852 for a fund raiser event to be held on February 13, 2010 at the Masonic Temple located at 1015 North 8th Street Avondale, Arizona.

ATTACHMENTS:

Click to download

[State Application](#)

[Comments](#)

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?

YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name RACEWAY ELKS #2852 100%
Percentage

Address 1015 N. 8th ST AVONDALE, AZ 85329

Name _____ Percentage

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

____ # Police Fencing
____ # Security personnel Barriers

THE OFFICERS OF THE ELKS WILL CHECK MEMBERSHIP CARDS AT BOTH THE GATE AND DOOR SINCE ONLY MEMBERS WILL ATTEND.

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO

(ATTACH COPY OF AGREEMENT)

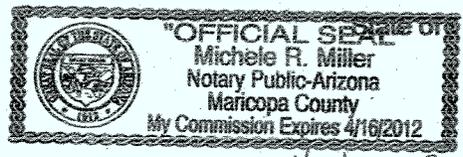
Name of Business () _____
Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I DAVID A. ELIA declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] Committee Chair 1-7-10 (623) 925-1245
 (Signature) (Title/Position) (Date) (Phone #)



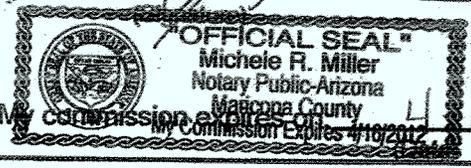
Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this 7th January 2010
 Day Month Year

My Commission expires on: 4-16-2012 Michele R. Miller
 (Date) (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I GARY J. BROS declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] State of Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this



7th January 2010
 Day Month Year

My Commission Expires 4-16-2012 Michele R. Miller
 (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
 (Government Official) (Title)
 on behalf of _____
 (City, Town or County) (Signature of OFFICIAL) (Date)

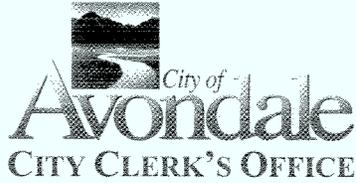
FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) (Date)

APPROVED DISAPPROVED BY: _____

 (Title) (Date)



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS #2882

EVENT ADDRESS: 1015 NORTH 8TH STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EVENT: MARDI GRAS FUNDRAISER

DEPARTMENTAL COMMENTS:

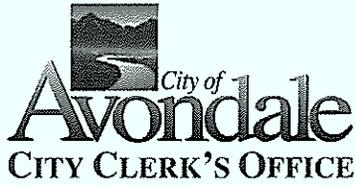
APPROVED

DENIED

Jesse Y. Gomez
SIGNATURE
Fire Inspector
TITLE

1/19/2010
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 1, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 19, 2010**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS #2882

EVENT ADDRESS: 1015 NORTH 8TH STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EVENT: MARDI GRAS FUNDRAISER

DEPARTMENTAL COMMENTS:

APPROVED

DENIED


SIGNATURE

011910
DATE

TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 1, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 19, 2010**



CITY COUNCIL REPORT

SUBJECT:
Two Liquor Licenses - Walgreens Stores

MEETING DATE:
February 1, 2010

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk, 623-333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider two requests from Randy Guse for two Series 10 Off-Sale Retailer's license to sell beer and wine at two Walgreens stores located at 10710 West McDowell Road and 1451 North Dysart Road.

DISCUSSION:

The City Clerk's Department has received two applications from Mr. Randy Guse, for two Series 10 Off-Sale Retailer's license to sell beer and wine at two Walgreens stores located at 10710 West McDowell Road and 1451 North Dysart Road, Avondale, Arizona.

As required by state law and city ordinance, the applications were posted from December 31, 2009 through January 20, 2010 and notices were published in the West Valley View on January 19, 2010 and January 22, 2010. No comments were received.

The Arizona Department of Liquor License and Control has accepted the submitted applications as complete. The Development Services, Finance, Police and Fire Departments have reviewed the applications and are recommending approval. Their comments are attached.

RECOMMENDATION:

Staff recommends that the City Council approve these two requests from Randy Guse to sell beer and wine at two Walgreens stores located at 10710 West McDowell Road and 1451 North Dysart Road, Avondale.

ATTACHMENTS:

Click to download

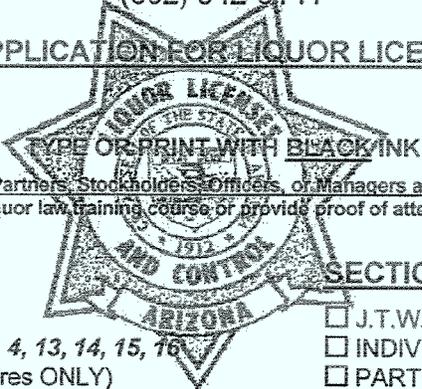
- 📄 [Application - 1451 N. Dysart Rd.](#)
- 📄 [Comments - 1451 N. Dysart Rd.](#)
- 📄 [Posting - 1451 N. Dysart Rd.](#)
- 📄 [Vicinity Map](#)
- 📄 [Application - 10710 W. McDowell Rd.](#)
- 📄 [Comments - 10710 W. McDowell Rd.](#)
- 📄 [Posting - 10710 W. McDowell Rd.](#)
- 📄 [Vicinity Map - 10710 W. McDowell Rd.](#)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

09 DEC 18 Ligr. Dept PM 3 50

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

APPLICATION FOR LIQUOR LICENSE



TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- INTERIM PERMIT Complete Section 5
NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 11, 13, 15, 16
LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 12, 13, 15, 16
PROBATE/WILL ASSIGNMENT/DIVORCE DECREE Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 6
INDIVIDUAL Complete Section 6
PARTNERSHIP Complete Section 6
CORPORATION Complete Section 7
LIMITED LIABILITY CO. Complete Section 7
CLUB Complete Section 8
GOVERNMENT Complete Section 10
TRUST Complete Section 6
OTHER Explain

SECTION 3 Type of license and fees

LICENSE #: 10075945

- 1. Type of License: Series 10 Beer and Wine License
2. Total fees attached: \$ 2400

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

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

- Owner/Agent's Name: Mr. Guse Randy Allen
Ms. Last First Middle
Corp./Partnership/L.L.C.: Walgreen Arizona Drug Co. B1000040
Business Name: Walgreens #05776 B1043274
Principal Street Location: 1451 North Dysart Road, Avondale, Maricopa 85323
Business Phone: 623-925-0280 Daytime Contact: 623-215-0407
Is the business located within the incorporated limits of the above city or town? YES NO
Mailing Address: PO Box 901, Deerfield, IL 60015
Enter the amount paid for a bar, beer and wine, or liquor store license \$ (Price of License only)

DEPARTMENT USE ONLY

Fees: Application 100 Interim Permit Agent Change Club Finger Prints \$ 2400
TOTAL OF ALL FEES 12400

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: [Signature] Date: 12/18/09 Lic. # 10075945

SECTION 5 Interim Permit: N/A

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
 MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ day of _____
 Day Month Year

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners: N/A

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
 If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

09 DEC 18 11:14:14 AM '00

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
- L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: Walgreen Arizona Drug Co.
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 01/22/1954 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: 0044951-8 Date authorized to do business in AZ: 01/22/54
4. AZ L.L.C. File No: N/A Date authorized to do business in AZ: N/A
5. Is Corp./L.L.C. Non-profit? YES NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
See attached Corporate Rider.					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Not one person owns as much as 5% of corporate stock.					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants: N/A

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

WALGREEN ARIZONA DRUG CO.

Officers & Directors

<u>Social Security Number</u>	<u>Name</u>	<u>Title</u>	<u>Residence Address</u>	<u>Place and Date of Birth</u>
	*Mark Anthony Wagner	President		
	*Dana Ione Green	President		
	*Oren Bentley Azar	Vice President & Secretary		
	Rick John Hans	Vice President & Secretary		
	Robert Merle Silverman	Vice President		
	Margarita Evelyn Kellen	Treasurer		
	John Anthony Mann	Vice President		
	Garv Michael Martin	Assistant Treasurer		
	Susan Lynne DeVries	Assistant Treasurer		
	Michael Dominik Felish	Assistant Treasurer		
	*Kermit Raymond Crawford	Director		

09 DEC 18 147. 1941 PM 3 50

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License: N/A

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last 09 DEC 18 Liq. Per. #1350 Middle _____
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer: N/A

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
8. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

9. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

X _____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

_____ day of _____
Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY) N/A

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE.

- 1. Current Business: Name _____
(Exactly as it appears on license) Address _____
- 2. New Business: Name _____
(Physical Street Location) Address _____
- 3. License Type: _____ License Number: _____
- 4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

SEE AMENDMENT

- 1. Distance to nearest school: 2,640 ft. Name of school Avondale Middle School
Address 1406 North Central Avenue, Avondale, AZ 85323
City, State, Zip
- 2. Distance to nearest church: 2,640 ft. Name of church Word of Life Christian
Address 1425 North Central Avenue, Avondale, AZ 85323
City, State, Zip
- 3. I am the: Lessee Sublessee Owner Purchaser (of premises)
- 4. If the premises is leased give lessors: Name 530 Howard Street Associates LLP
Address 155 Montgomery Street, Suite 1600, San Francisco, CA 94104
City, State, Zip
- 4a. Monthly rental/lease rate \$ 28,576.66 What is the remaining length of the lease 52 yrs. 3 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other we would go into default
(give details - attach additional sheet if necessary)
- 5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
N/A						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

- 6. What type of business will this license be used for (be specific)? Retail Drug Store

License #10075945

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

710 JAN 20 Lic. Lic. AM 8 149

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE.

- 1. Current Business: Name _____
(Exactly as it appears on license) Address _____
- 2. New Business: Name _____
(Physical Street Location) Address _____
- 3. License Type: _____ License Number: _____
- 4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

- 1. Distance to nearest school: 2,740 ft. Name of school Agua Fria High School
Address 530 East Riley Dr., Avondale 85323
City, State, Zip _____
- 2. Distance to nearest church: _____ ft. Name of church _____
Address _____
City, State, Zip _____
- 3. I am the: Lessee Sublessee Owner Purchaser (of premises)
- 4. If the premises is leased give lessors: Name _____
Address _____
City, State, Zip _____
- 4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ___ yrs. ___ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
(give details - attach additional sheet if necessary)
- 5. What is the total business indebtedness for this license/location excluding the lease? \$ _____
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

- 6. What type of business will this license be used for (be specific)? _____

AMENDMENT

SECTION 13 - continued

09 DEC 18 Licr. Dept PM 3:50

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
 License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants: N/A

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:
 _____ and license #: _____
 Last First Middle
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicant's initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
 Pharmacy Only
2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? _____
 month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-205.02 (F), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

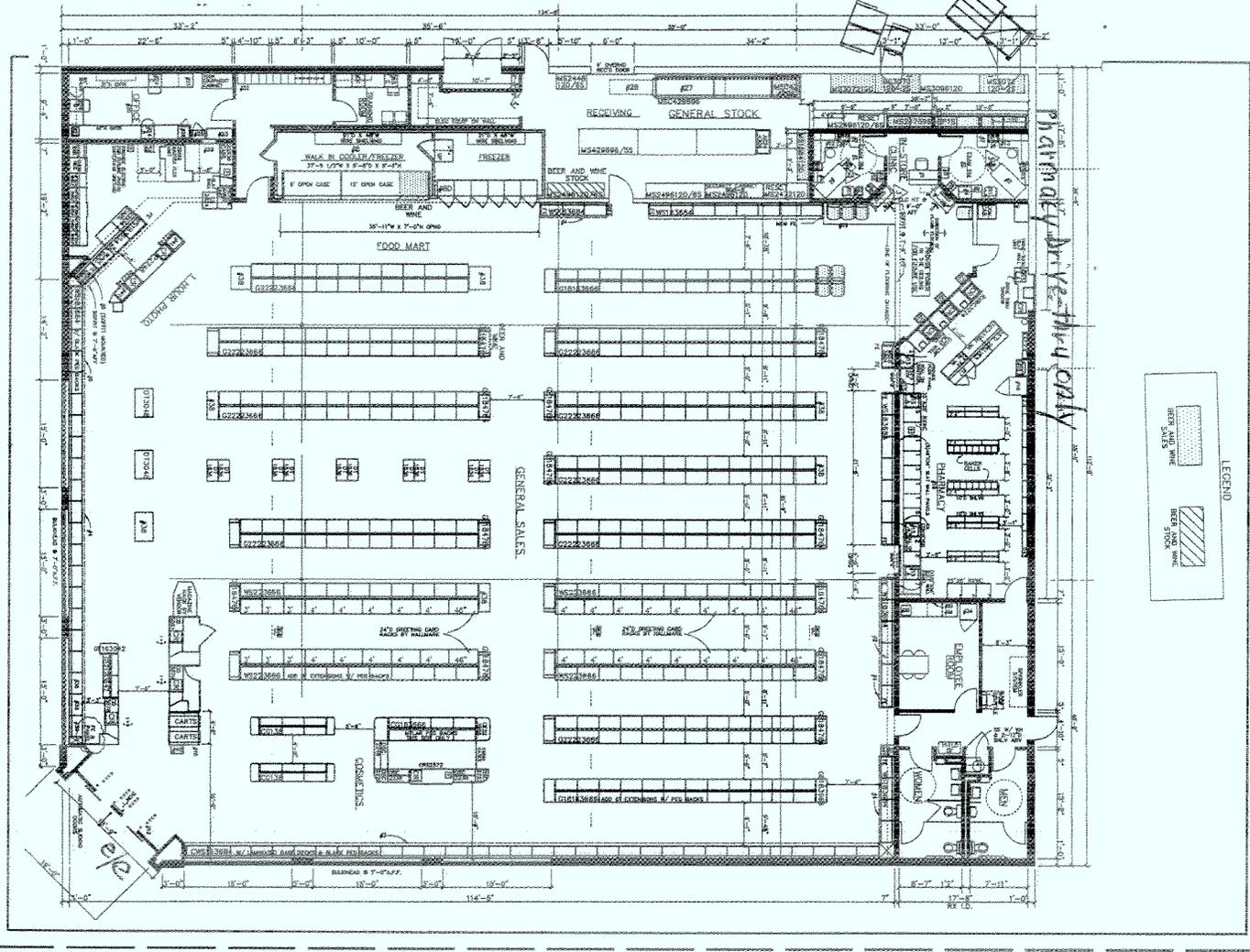


applicant's initials

SECTION 15 Diagram of Premises Total Store Square Footage is 15,085

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this



SECTION 16 Signature Block

I, Randy Allen Guse, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [Signature]
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 10 of December 2009
Day Month Year

My commission expires on: 28 11 2011
Day Month Year

[Signature]
signature of NOTARY PUBLIC



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

01060580

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

Liquor License #

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

(If the location is currently licensed)

1. Check appropriate box →	<input checked="" type="checkbox"/> Controlling Person (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	<input type="checkbox"/> Agent (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21
	<input type="checkbox"/> Manager (Only)	

2. Name: Kellen Margarita Evelyn Date of Birth: _____
Last First Middle

3. Social Security Number _____ Drivers License: _____ State: Illinois
(NOT a public record) (NOT a public record)

4. Place of Birth: Chicago Illinois USA Height: 5'9" Weight: 140 Eyes: Blue Hair: Blonde
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: (847) 527 - 4226

6. Name of Current or Most Recent Spouse: Kellen Kevin Mathias Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Illinois If Arizona, date of residency: _____

8. Telephone number to contact you during business hours for any questions regarding this document. (847) 527 - 4226

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Walgreens #05776 Premises Phone: (623) 925- 0280

11. Physical Location of Licensed Premises Address: 1451 North Dysart Road Avondale Maricopa 85323
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
01/1999	CURRENT	Treasurer	Walgreen Co., 300 Wilmot Road, Deerfield, IL 60015

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑ ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
01/1984	CURRENT	Own				

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Margarita Evelyn Kellen, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Margarita Kellen

(Signature of Applicant)

State of Illinois County of Lake
The foregoing instrument was acknowledged before me this
22nd day of October, 2009
Month Year
James E. Bovi

(Signature of NOTARY PUBLIC)

My commission expires on: 17 5 2012
Day Month Year

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____
Month Year

X _____
Signature of Controlling Person or Agent (circle one)

(Signature of NOTARY PUBLIC)

Print Name

My commission expires on: _____
Day Month Year

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

01053201

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

Liquor License #

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete All Questions except # 14, 14a & 21) Manager (Only) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager Controlling Person or Agent must complete # 21

2. Name: Martin Gary Michael Date of Birth: _____
Last First Middle (NOT a public record)

3. Social Security Number _____ Drivers License #: _____ State: Illinois
(NOT a public record) (NOT a public record)

4. Place of Birth: Chicago Illinois USA Height: 6' Weight: 190 Eyes Green Hair: Brown
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: (847) 527 - 4779

6. Name of Current or Most Recent Spouse: Martin Judy Kay Rhinehart Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Illinois If Arizona, date of residency: _____

8. Telephone number to contact you during business hours for any questions regarding this document. (847) 527 - 4779

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Walgreens #05776 Premises Phone: (623) 925 - 0280

11. Physical Location of Licensed Premises Address: 1451 N. Dysart Road Avondale Maricopa 85323
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
12/1979	CURRENT	Assistant Treasurer	Walgreen Co., 300 Wilmot Road, Deerfield, IL 60015

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑ ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
09/1987	CURRENT	Own				

If you checked the Manager box on the front of this form skip to # 15.

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Gary Michael Martin, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x *Gary Michael Martin*

Signature of Applicant

OFFICIAL SEAL
STARR ANN SEKULICH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/29/12

My commission expires on: _____
Day Month Year

State of Illinois County of Lake

The foregoing instrument was acknowledged before me this
26th day of October, 2009
Month Year

[Signature]
(Signature of NOTARY PUBLIC)

**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT
APPROVING A MANAGER'S APPLICATION**

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this
____ day of _____, _____
Month Year

x _____
Signature of Controlling Person or Agent (circle one)

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

**ARIZONA DEPARTMENT OF ALCOHOL, TOBACCO & FIRE DEPARTMENT
LIQUOR LICENSES & CONTROL**

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

P/060580

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

**Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers
could result in criminal prosecution and the denial or subsequent revocation of a license or permit.**

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

Liquor License #

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

1. Check appropriate box →	<input checked="" type="checkbox"/> Controlling Person <input type="checkbox"/> Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	(If the location is currently licensed) <input type="checkbox"/> Manager (Only) (Complete All Questions <u>except</u> # 14, 14a & 21) Controlling Person or Agent must complete # 21
----------------------------	--	---

2. Name: Silverman Robert Merle Date of Birth: _____
Last First Middle (NOT a Public Record)

3. Social Security Number: _____ Drivers License #: _____ State: Illinois
(NOT a public record) (NOT a public record)

4. Place of Birth: Chicago Illinois USA Height: 5'9" Weight: 185 Eyes: Brown Hair: Black
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: (847) 315 - 4574

6. Name of Current or Most Recent Spouse: Silverman Lynn Ellen Abrams Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Illinois If Arizona, date of residency: _____

8. Telephone number to contact you during business hours for any questions regarding this document. (847) 315 - 4574

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Walgreens #05776 Premises Phone: (623) 925 - 0280

11. Physical Location of Licensed Premises Address: 1451 N. Dysart Road Avondale Maricopa 85323
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS <small>(street address, city, state & zip)</small>
01/2004	CURRENT	Divisional Vice President Corporate and Transactional Law	Walgreen Co., 104 Wilmot Road, Deerfield, IL 60015

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address <small>If rented, attach additional sheet with name, address and phone number of landlord</small>	City	State	Zip
05/06	CURRENT	Own				
05/91	05/06	Own	1400 Kingsport Court	Northbrook	IL	60062

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

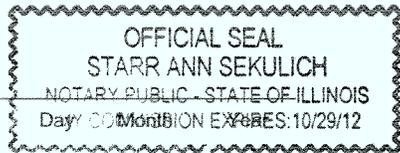
20. I, Robert Merle Silverman, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X _____
(Signature of Applicant)

State of Illinois County of Lake

The foregoing instrument was acknowledged before me this
26th day of October, 2009
Month Year

My commission expires on: _____



(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____
Signature of Controlling Person or Agent (circle one)

_____ day of _____, _____
Month Year

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

01036267

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

Liquor License #

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete Questions 1-19) Manager (Only) (Complete All Questions except # 14, 14a & 21)
 Controlling Person or Agent must complete #21 for a Manager Controlling Person or Agent must complete # 21

2. Name: Guse Randy Allen Date of Birth _____
Last First Middle (NOT a Public Record)

3. Social Security Num: _____ Drivers License _____ State: AZ
(NOT a public record) (NOT a public record)

4. Place of Birth: Montevideo MN U.S.A Height: 6' Weight: 180 Eyes: Brwn Hair: Brwn
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: 602-214-6281

6. Name of Current or Most Recent Spouse: Guse Karla Sue Johnson Date of Birth _____
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 6/1983

8. Telephone number to contact you during business hours for any questions regarding this document. 480-214-6281

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Walgreens # 05776 Premises Phone: 623-925-0280

11. Physical Location of Licensed Premises Address: 1451 N. Dysart Road Avondale Maricopa 85323
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
6/97	CURRENT	District Manager	Walgreens, 2075 Pinnacle Peak Road, Phoenix AZ 85027

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address <small>If rented, attach additional sheet with name, address and phone number of landlord</small>	City	State	Zip
04/97	CURRENT	Own				

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

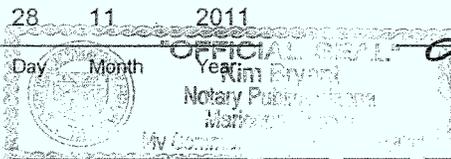
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

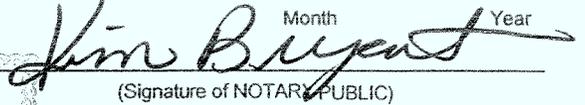
20. I, Randy Allen Guse, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X 
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this
1 day of December, 2009
Month Year




(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____
Signature of Controlling Person or Agent (circle one)

_____ day of _____
Month Year

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

800 W. Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141



400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

DEC 18 1997

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

OBTAIN ORIGINALS OF THIS FORM FROM DLLC-DO NOT PHOTOCOPY, DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

Randy A. Guse
Individual Name (Print)

Randy A. Guse
Individual Signature

TYPE OF TRAINING COMPLETED TRAINER MUST CHECK YES OR NO FOR EACH TYPE

022306
Date Training Completed

YES NO BASIC

YES NO ON SALE

YES NO MANAGEMENT

YES NO OFF SALE

YES NO BOTH

YES NO OTHER

IF TRAINEE IS EMPLOYED BY A LICENSEE:

Randy Allen Guse

Walgreens

09070288

NAME OF THE LICENSEE

BUSINESS NAME

LIQUOR LICENSE NUMBER

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

Arizona Business Council for Alcohol Education (ABC)

Company or Individual Name

500 East Thomas Road #100

Address

Phoenix,
City

Arizona

85012
State

(602) 285-1396
Zip Phone

I Certify the above named individual has successfully completed the specified program(s).

T. J. Kuhn
Trainer Signature

T. J. Kuhn
Trainer Name (Print)

022306
Date

Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2). Completion of the Liquor License Training Courses is required at the issuance of a license.

The person(s) required to attend both the Basic Liquor Law and Management Training, (either on-sale or off-sale), will include all of the following: owner(s), licensee/agent or manager(s) WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS. Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.

Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.



October 26, 2009

Arizona Department of Liquor Licenses & Control
800 W. Washington, 5th Floor
Phoenix, AZ 85007-2934

Re: Statement Regarding Walgreen Arizona Drug Co.

Dear Sir or Madam:

Walgreen Arizona Drug Co. is a wholly owned subsidiary of Walgreen Co. Walgreen Co. has operated retail pharmacies since 1901 and currently operates 7,000 stores and pharmacies nationwide. Individual Walgreens stores and distribution centers are subject to potential administrative actions by various federal and state agencies that regulate retail related issues and the practice of pharmacy.

Walgreen Co. is involved in various legal proceedings incidental to the normal course of business and is subject to various actions by governmental authorities responsible for enforcing the laws and regulations to which the company is subject. Material actions are required to be disclosed to the United States Securities and Exchange Commission (SEC). Any information regarding material civil, criminal, administrative, regulatory or disciplinary actions would be disclosed in the company's publicly available documents filed with the SEC.

Walgreen Arizona Drug Co. currently holds an ownership interest in 51 liquor licenses in the State of Arizona. Arizona Department of Liquor License and Control indicates that Walgreen Arizona Drug Co. paid 44 fines from the State from 1991 to 2003, as detailed in the attached spreadsheet. Records also indicate that Walgreen Arizona Drug Co. received a total of six (7) Notices of Violations from 1992 to 1997 as detailed in the attached spreadsheet.

Walgreen Arizona Drug Co. and Walgreen Co. take compliance with all federal, state and local laws seriously. All employees involved in alcohol sales undergo training not only in Arizona liquor laws, but also Walgreen Co. liquor policies.

Sincerely,

Randy A. Guse
District Manager
Walgreen Arizona Drug Co.

WALGREEN CO. LEGAL-CONFIDENTIAL

ALLEGED VIOLATIONS WITH THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL				
Date Of Alleged Violation	License #	AGENCY	ALLEGED VIOLATION	STATUS
12/4/1991	9070118	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage with alcohol	Fine Paid: \$1,000
9/29/1992	9130016	State of Arizona, Department of Liquor Licenses and Control	Selling liquor to an intoxicated or disorderly person	Notice of Violation
7/1/1993	9100091	State of Arizona, Department of Liquor Licenses and Control	sell, give furnish underage person with alcohol	Notice of Violation
7/21/1994	9100094	State of Arizona, Department of Liquor Licenses and Control	failure to reques ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$500
8/2/1995	9080020	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$500
4/19/1996	9100075	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$500
7/25/1996	9070673	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,000
10/16/1996	91000097	State of Arizona, Department of Liquor Licenses and Control	failure to requet ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$500
10/25/1996	9070285	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Notice of Violation
10/25/1996	9070305	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Notice of Violation
10/25/1996	9100179	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$500
10/25/1996	9100094	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage with alcohol	Fine Paid: \$1,500
1/9/1997	9070281	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Notice of Violation

09 DEC 18 04: 14: PM '90

WALGREEN CO. LEGAL-CONFIDENTIAL

2/19/1997	9100148	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage with alcohol	Notice of Violation
7/24/1997	9070573	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,000
7/24/1997	9100155	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$500
8/22/1997	9100126	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage with alcohol	Fine Paid: \$1,000
11/3/1997	9070281	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$1,000
11/3/1997	9070292	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$1,000
1/21/1998	9070312	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage with alcohol	Fine Paid: \$500
1/28/1998	9070078	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,000
3/9/1998	9100155	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$1,500
3/9/1998	9080040	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,000
5/15/1998	9100179	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$1,500
8/29/1998	9070673	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$500
8/29/1998	9070673	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,000
10/30/1998	9070673	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage with alcohol	Fine Paid: \$1,500
2/24/1999	9070573	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,500

09 DEC 18 11:47 AM '98

WALGREEN CO. LEGAL-CONFIDENTIAL

3/25/1999	9070564	State of Arizona, Department of Liquor Licenses and Control	sell, give furnish underage person with alcohol	Fine Paid: \$500
4/9/1999	9070285	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$625
8/6/1999	9070078	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$2,000
9/15/1999	9100179	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$2,000
9/27/1999	9070564	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$2,250
11/10/1999	9070306	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$1,000
12/30/1999	9070287	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,125
1/15/2000	9110003	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$2,000
2/2/2000	9070063	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,125
3/1/2000	9100157	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$2,000
3/10/2000	9080040	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,250
3/28/2000	9070078	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$3,000
5/18/2000	9070734	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,250
6/6/2000	9070287	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$2,000
7/4/2000	9080020	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage with alcohol	Fine Paid: \$500
8/2/2000	9070294	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$625

*09 DEC 18 11:47:10 AM '99

WALGREEN CO. LEGAL-CONFIDENTIAL

11/30/2000	9100179	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage with alcohol	Fine Paid: \$2,000
12/6/2000	9070306	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$2,000
4/24/2002	9070673	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$625
6/28/2003	9070573	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$500
3/28/1997	9070579	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,000
10/29/1996	9070579	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Notice of Violation
7/24/1997	9100095	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$1,000

09 DEC 18 11:47 AM '97

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

802-444
01061878

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

Liquor License #

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

1. Check appropriate box: Controlling Person, Agent, Manager (Only). 2. Name: Becchina Janet Marie. 3. Social Security Number, Drivers License #, State: AZ. 4. Place of Birth: Phoenix Arizona U.S.A. Height: 5'1 Weight: 187 Eyes: haz Hair: brown. 5. Marital Status: Single. 6. Name of Current or Most Recent Spouse. 7. You are a bona fide resident of what state? AZ. 8. Telephone number to contact you during business hours for any questions regarding this document. 9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card. 10. Name of Licensed Premises: Walgreens # 05776. 11. Physical Location of Licensed Premises Address: 1451 North Dysart Road Avondale Maricopa 85323.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS. Row 1: 12/90, CURRENT, Store Manager, Walgreens, 1451 N. Dysart Road Avondale AZ, 85392.

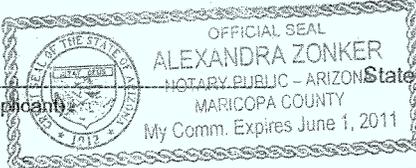
13. Indicate your residence address for the last five (5) years. Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Row 1: 6/98, CURRENT, Own, [Address], [City], [State], [Zip].

If you checked the Manager box on the front of this form skip to #15 ~~US TEL 18 649 Dept PH 3 50~~

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Janet Berchina, hereby declare that I am the APPLICANT/REPRESENTATIVE
Janet Berchina (Print name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

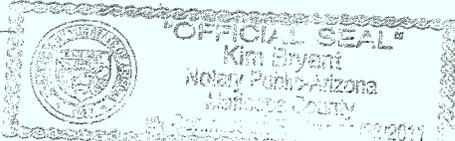
X Janet Berchina (Signature of Applicant)  State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 28 day of December, 2009
Month Year
Alexandra Zonker (Signature of NOTARY PUBLIC)

My commission expires on: 06/01/2011
Day Month Year

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

X Randy Allen Guse (Signature of Controlling Person or Agent (circle one)) State of Arizona County of Maricopa
Randy Allen Guse (Print Name) The foregoing instrument was acknowledged before me this 10 day of December, 2009
Month Year
Kim Bryant (Signature of NOTARY PUBLIC)

My commission expires on: 28 11 2011
Day Month Year 

29433

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor 350
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

Janet Marie Berchina
Full Name (please print)

Janet Marie Berchina
Signature

12-07-09
Training Completion Date

Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

- Yes No BASIC
- Yes No MANAGEMENT
- Yes No BOTH
- Yes No ON SALE
- Yes No OFF SALE
- Yes No OTHER

If Trainee Is Employed By A Licensee

Walgreens 5776
Name of Licensee Business Name Liquor License #

Alcohol Training Program Provider Information

ARIZONA BUSINESS COUNCIL FOR ALCOHOL EDUCATION (ABC)

Company or Individual Name (please print)

77 EAST COLUMBUS AVENUE, SUITE 102

Address

PHOENIX
City

AZ
State

85012
Zip

(602) 285-1396

Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statue, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

DENNIS FEAGLES

Name of Trainer (please print)

Trainer Signature

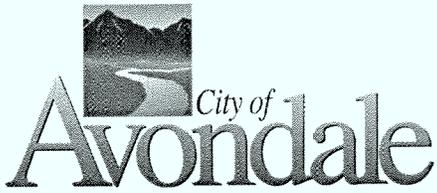
12-07-09
Date

Pursuant to A.R.S. 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:
Owner(s)
Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.



DEVELOPMENT SERVICES

MEMORANDUM

DATE: January 12, 2010

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Series 10 (State Series 10) Beer and Wine Sales (off-site consumption)
Liquor License for Walgreens located at 1451 North Dysart Road

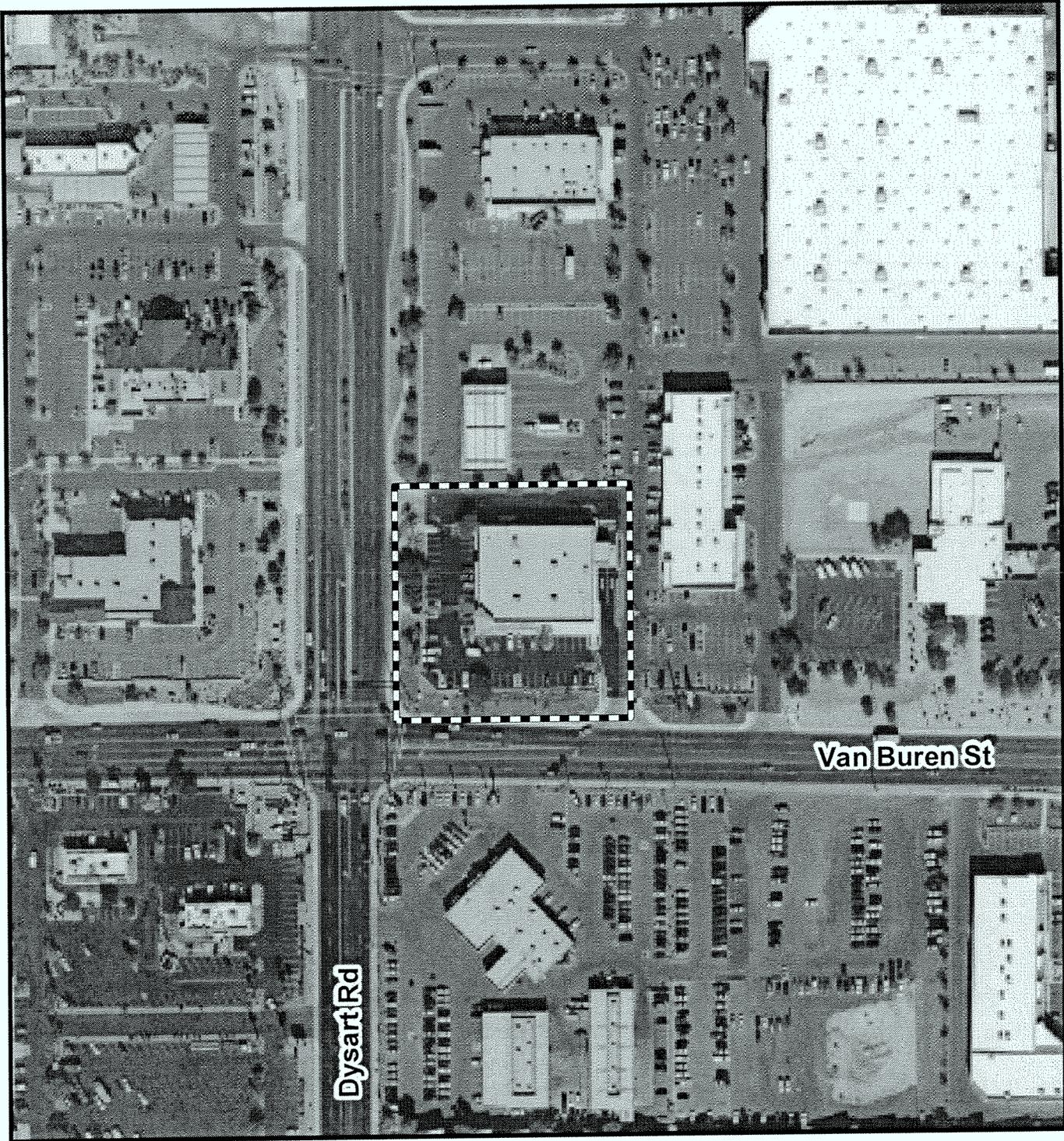
The site is located on the northeast corner of Van Buren Street and Dysart Road. The building is an existing Walgreens.

State Statute requires a minimum separation of 300 feet from school or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. There are no churches, schools, or fenced recreational areas associated with schools within 300-feet from the proposed site.

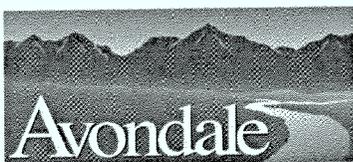
The General Plan designates the property as Freeway Commercial. The subject property is zoned C-2 (Community Commercial). A retail store is a permitted use in the C-2 Zoning District.

Staff recommends approval of this request.

Attachment: 2009 Aerial Photography
Zoning Map
Separation Map

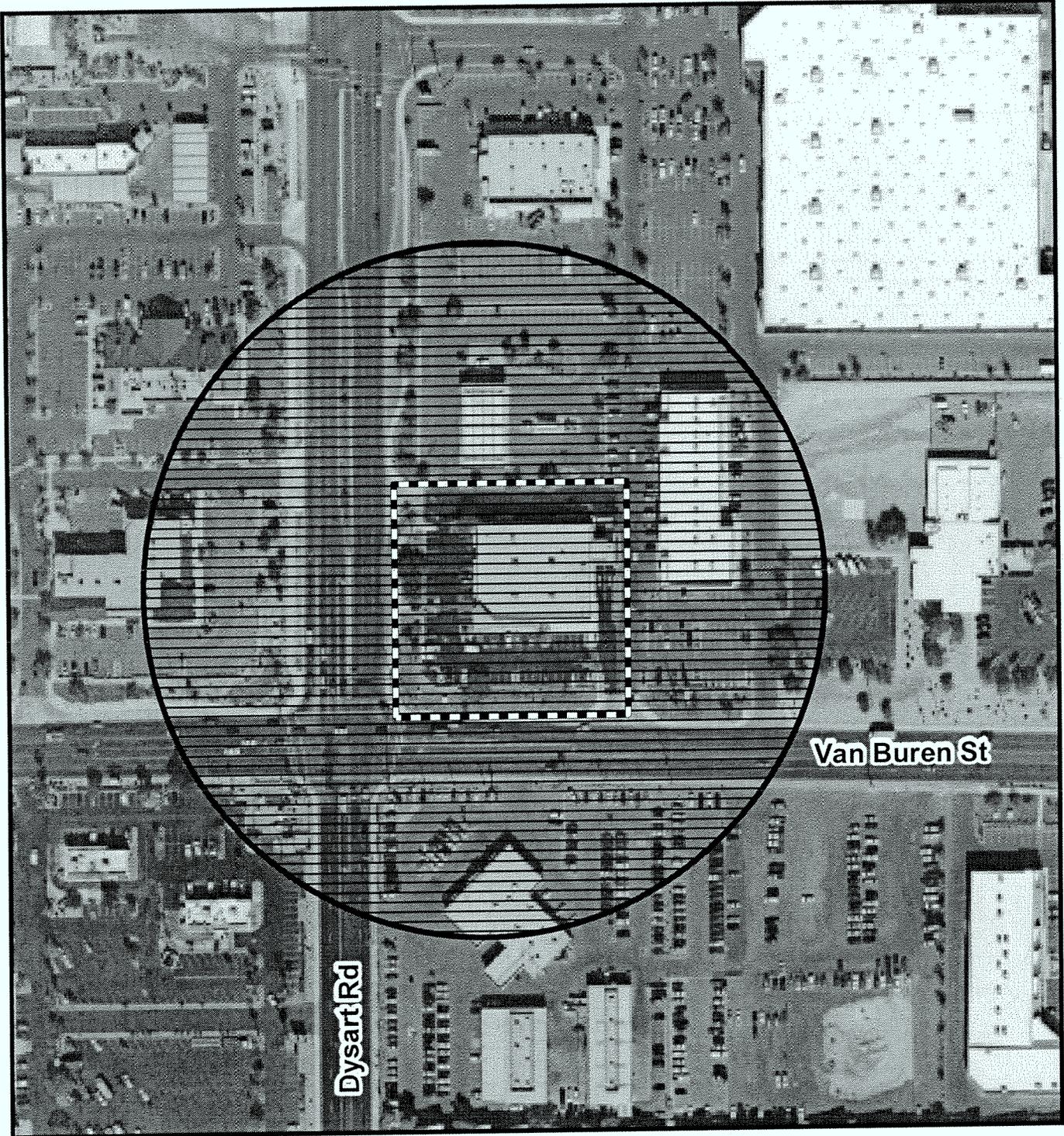


2009 AERIAL MAP

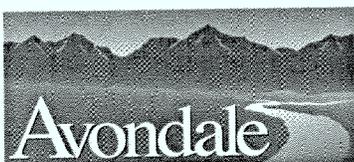


Subject Property





SEPARATION MAP

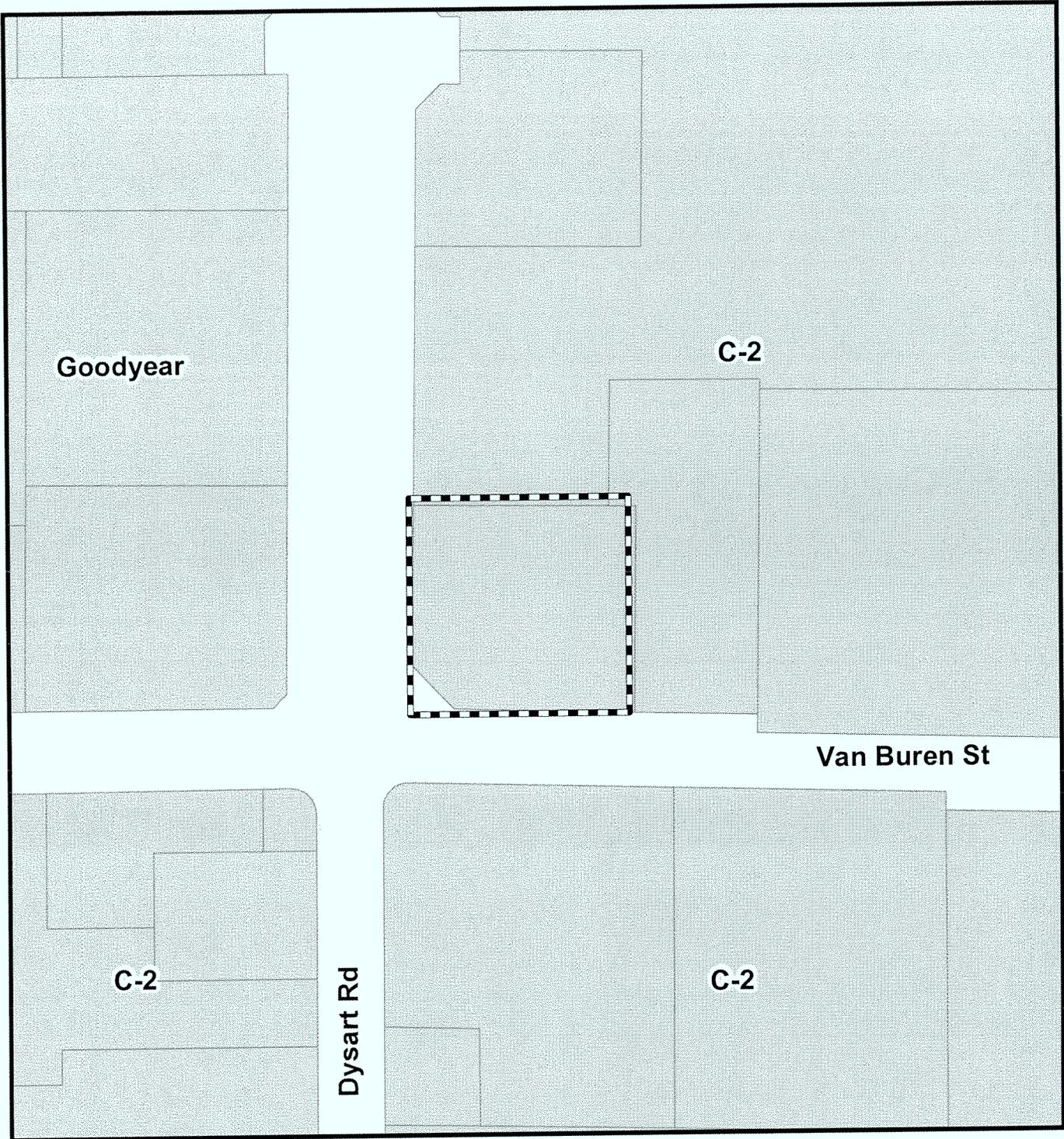


Subject Property

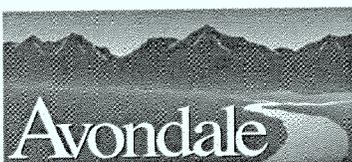


300 Foot Buffer





ZONING MAP



Subject Property





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 10
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

APPLICANT'S NAME: RANDY GUSE

BUSINESS NAME: WALGREENS #05776

ADDRESS: 1451 NORTH DYSART ROAD

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

Jan J. Guse

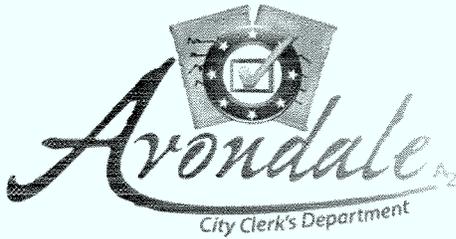
SIGNATURE
Fire Inspector

TITLE

1/14/10

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 1, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 14, 2010**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 10
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
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- POLICE DEPARTMENT

APPLICANT'S NAME: RANDY GUSE

BUSINESS NAME: WALGREENS #05776

ADDRESS: 1451 NORTH DYSART ROAD

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

Joseph D. Brown
SIGNATURE
Privilege Tax Auditor
TITLE

1/5/10
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 1, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 14, 2010**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 10
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

APPLICANT'S NAME: RANDY GUSE

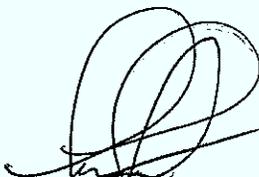
BUSINESS NAME: WALGREENS #05776

ADDRESS: 1451 NORTH DYSART ROAD

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



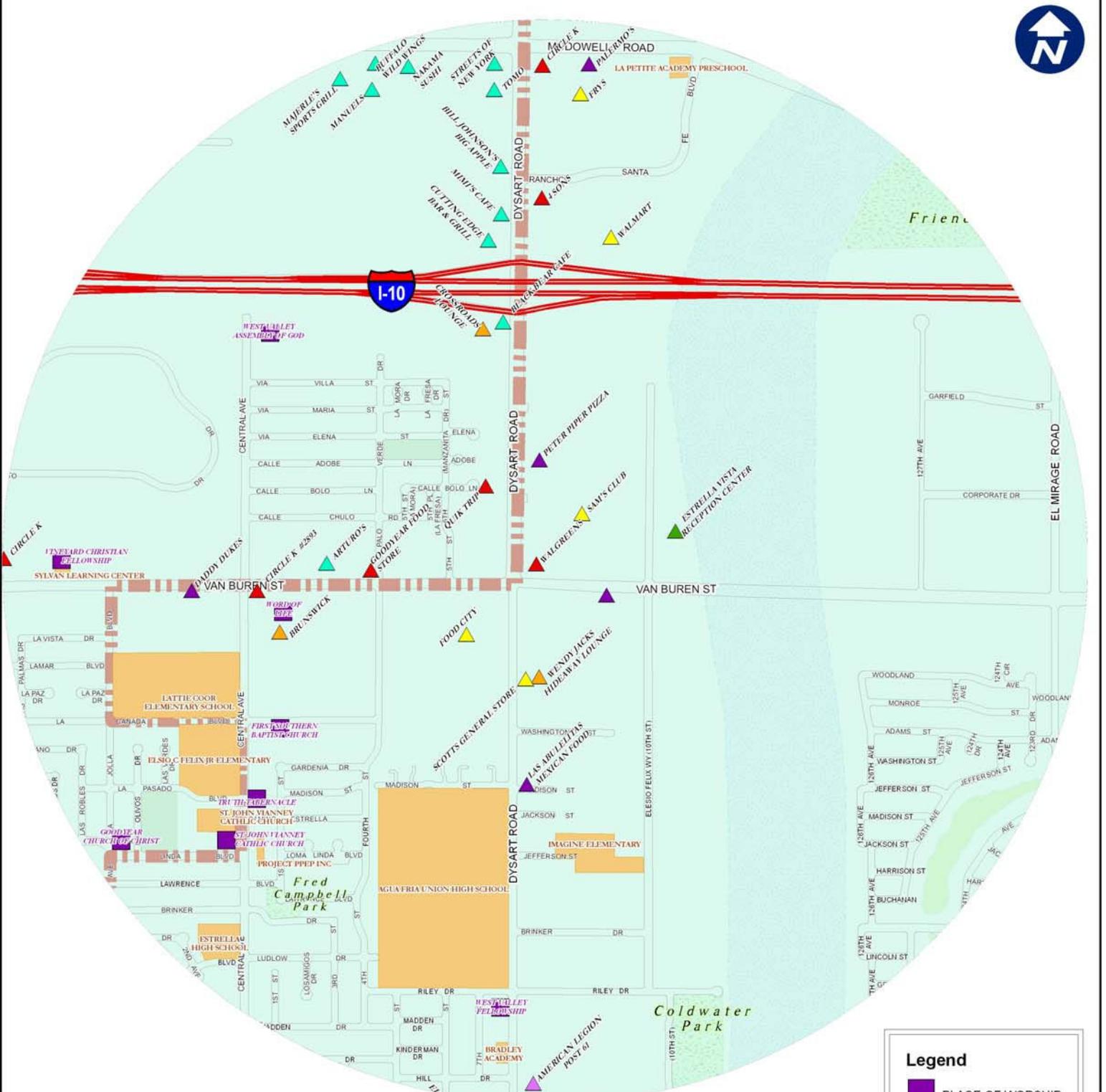
SIGNATURE
Police Chief

TITLE

1/4/10

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 1, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 14, 2010**



Walgreens #05776
1451 N. Dysart Rd.
1 Mile Buffer



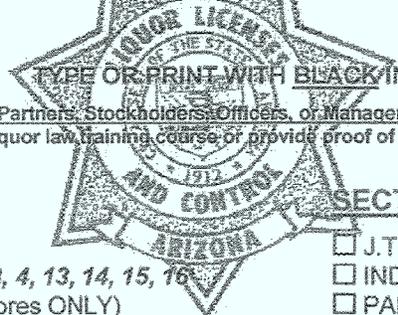
Legend

-  PLACE OF WORSHIP
- LIQUOR SERIES**
-  SERIES 6
-  SERIES 7
-  SERIES 9
-  SERIES 10
-  SERIES 12
-  SERIES 14
-  SERIES 15
-  SERIES 16
-  SCHOOLS

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

APPLICATION FOR LIQUOR LICENSE



TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- INTERIM PERMIT Complete Section 5
- NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
- PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 6
- INDIVIDUAL Complete Section 6
- PARTNERSHIP Complete Section 6
- CORPORATION Complete Section 7
- LIMITED LIABILITY CO. Complete Section 7
- CLUB Complete Section 8
- GOVERNMENT Complete Section 10
- TRUST Complete Section 6
- OTHER Explain

SECTION 3 Type of license and fees

LICENSE #: 10075948
Department Use Only
\$ 1240

1. Type of License: Series 10 Beer and Wine License 2. Total fees attached:

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

- 1. Owner/Agent's Name: Mr. Guse Randy Allen
Ms. Last First Middle
(Insert one name ONLY to appear on license)
- 2. Corp./Partnership/L.L.C.: Walgreen Arizona Drug Co.
(Exactly as it appears on Articles of Inc. or Articles of Org.)
- 3. Business Name: Walgreens #07387
(Exactly as it appears on the exterior of premises)
- 4. Principal Street Location 10710 West McDowell Road, Avondale, Maricopa 85392
(Do not use PO Box Number) City County Zip
- 5. Business Phone: 623-936-7234 Daytime Contact: 623-215-0407
- 6. Is the business located within the incorporated limits of the above city or town? YES NO
- 7. Mailing Address: PO Box 901, Deerfield, IL 60015
City State Zip
- 8. Enter the amount paid for a bar, beer and wine, or liquor store license \$ (Price of License only)

DEPARTMENT USE ONLY

Fees: Application 100⁰⁰ Interim Permit Agent Change Club Finger Prints \$ 240⁰⁰ 1240⁰⁰
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: [Signature] Date: 12/18/2009 Lic. # 10075948

SECTION 5 Interim Permit: N/A

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
 MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ day of _____, _____
 Day Month Year

(Signature of NOTARY PUBLIC)

09 DEC 19 4:14 PM '03

SECTION 6 Individual or Partnership Owners: N/A

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City	State	Zip
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
 If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
- L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

09 DEC 18 Lic. Lic. PM 4 33

1. Name of Corporation/L.L.C.: Walgreen Arizona Drug Co.
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 01/22/1954 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: 0044951-8 Date authorized to do business in AZ: 01/22/54
4. AZ L.L.C. File No: N/A Date authorized to do business in AZ: N/A
5. Is Corp./L.L.C. Non-profit? YES NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
See attached Corporate Rider.					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Not one person owns as much as 5% of corporate stock.					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants: N/A

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

WALGREEN ARIZONA DRUG CO.

Officers & Directors

<u>Social Security Number</u>	<u>Name</u>	<u>Title</u>	<u>Residence Address</u>	<u>Place and Date of Birth</u>
	*Mark Anthony Wagner	President		
	* <u>Dana Ione Green</u>	President		
	* <u>Oren Bentley Azar</u>	Vice President & Secretary		
	Rick John Hans	Vice President & Secretary		
	Robert Merle Silverman	Vice President		
	Margarita Evelvn Kellen	Treasurer		
	John Anthony Mann	Vice President		
	Gary Michael Martin	Assistant Treasurer		
	Susan Lynne DeVries	Assistant Treasurer		
	Michael Dominik Felish	Assistant Treasurer		
	*Kermit Raymond Crawford	Director		
	*Indicates Director			

11:47 AM '93

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License: N/A

- 1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: _____ License Number: _____ Date of Last Renewal: _____
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

- 1. Governmental Entity: _____
- 2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer: N/A

09 DEC 18 4:15 PM '09

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

- 1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
- 3. Current Business Name: _____
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street _____
City, State, Zip _____
- 5. License Type: _____ License Number: _____
- 6. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
- 7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 8. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

9. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

X _____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____
Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY) N/A

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE. 10/25/18 Lique. Lic. PM 4:33

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

SEE AMENDMENT

1. Distance to nearest school: 6,705 ft. Name of school Canyon Breeze Elementary School
Address 11675 West Encanto Boulevard, Avondale, AZ 85392
City, State, Zip
2. Distance to nearest church: 3,537 ft. Name of church First Baptist Church
Address 2517 North 107th Avenue, Avondale, AZ 85392
City, State, Zip
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name Wavondale AZ ML LLC
Address 135 South Road, Farmington, CT 06032
City, State, Zip
- 4a. Monthly rental/lease rate \$ 26,374.00 What is the remaining length of the lease 68 yrs. 7 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other we would go into default
(give details - attach additional sheet if necessary)
5. What is the total business indebtedness for this license/location excluding the lease? \$ 0
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
N/A						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Retail Drug Store

License # 10075948

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

19 JAN 20 Lique. Lic. #18148

- 1. Current Business: Name _____
(Exactly as it appears on license) Address _____
- 2. New Business: Name _____
(Physical Street Location) Address _____
- 3. License Type: _____ License Number: _____
- 4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 3,375 ft. Name of school Rio Vista Elementary School
Address 10237 West Encanto Blvd., Avondale 85392
City, State, Zip

2. Distance to nearest church: _____ ft. Name of church _____
Address _____
City, State, Zip

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name _____
Address _____
City, State, Zip

4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ___ yrs. ___ mos.

4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
(give details - attach additional sheet if necessary)

5. What is the total business indebtedness for this license/location excluding the lease? \$ _____
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? _____

AMENDMENT

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants: N/A

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

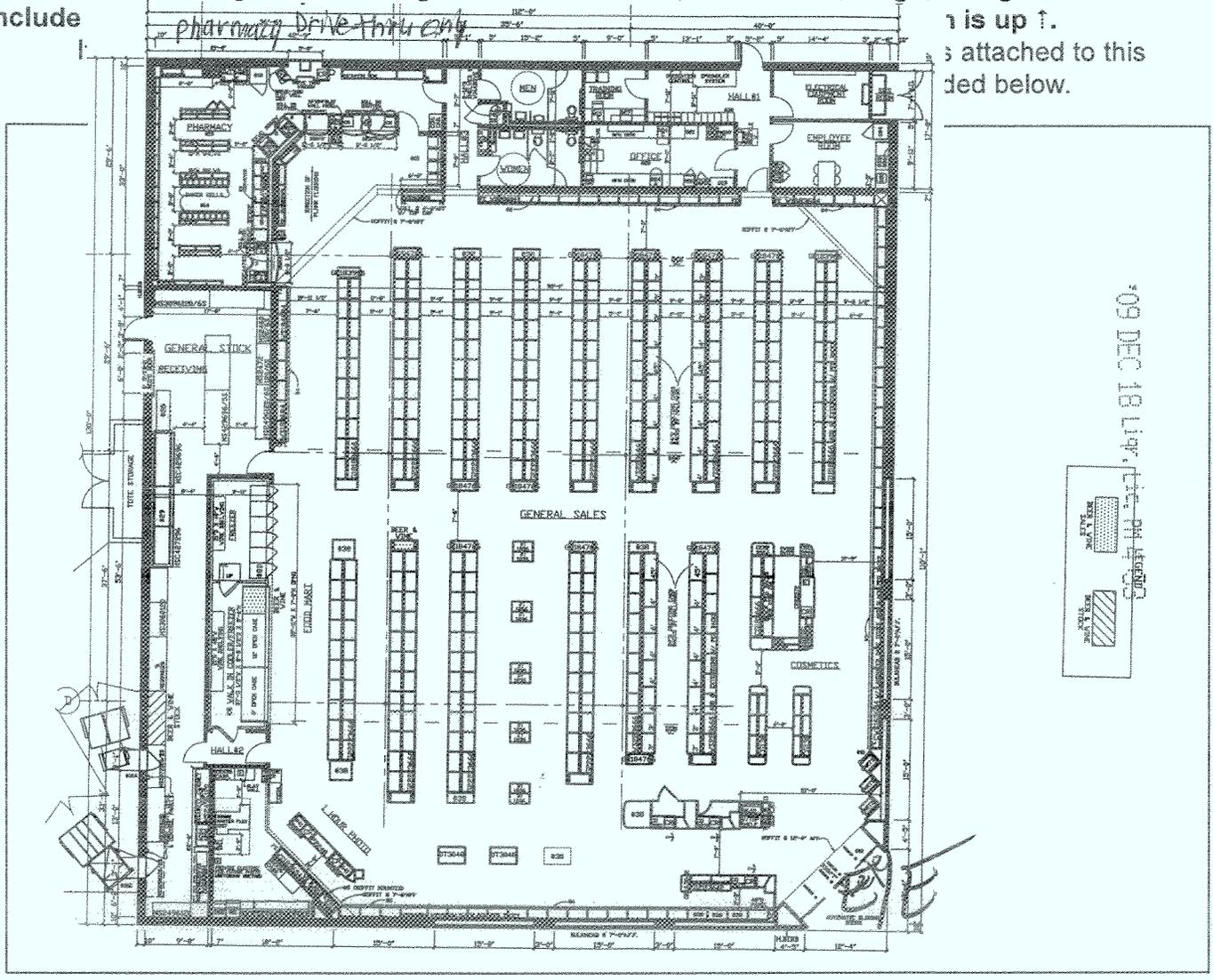
- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
Pharmacy Only
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? _____
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-205.02 (F), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.


applicants initials

09 DEC 10 04:14 PM '03

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include



is up to.
attached to this
ded below.

09 DEC 18 11:47 AM PH 11/18/09
PH 11/18/09
PH 11/18/09

SECTION 16 Signature Block

I, Randy Allen Guse, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [Signature]
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 10 of December 2009
Day of Month Year
[Signature]
signature of NOTARY PUBLIC

My commission expires on: 28 11 2011
Day Month Year



JP W. Allen

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #
10075948
(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent Manager (Only) (Complete All Questions except # 14, 14a & 21)
 Controlling Person or Agent must complete #21 for a Manager. Controlling Person or Agent must complete # 21

2. Name: Guse Randy Allen Date of Bi _____
 Last First Middle (NOT a Public Record)

3. Social Security Nu _____ Drivers Lice _____ State: AZ
 (NOT a public record) (NOT a public record)

4. Place of Birth: Montevideo MN U.S.A. Height: 6' Weight: 180 Eyes: Brwn Hair: Brwn
 City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: 602-214-6281

6. Name of Current or Most Recent Spouse: Guse Karla Sue Johnson Date of Bi _____
 (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 6-1983

8. Telephone number to contact you during business hours for any questions regarding this document. 480-214-6281

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Walgreens # 07387 Premises Phone: 623-936-7234

11. Physical Location of Licensed Premises Address: 10710 W. McDowell Road Avondale Maricopa 85392
 Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
6/97	CURRENT	District Manager	Walgreens, 2075 Pinnacle Peak Road, Phoenix AZ 85027

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
4/97	CURRENT	Own				

If you checked the Manager box on the front of this form skip to # 15

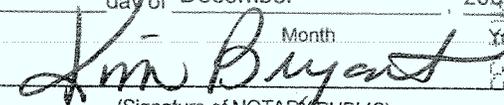
14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Randy Allen Guse, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X 
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this
1 day of December 2009
Month Year

(Signature of NOTARY PUBLIC)



COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

X _____
Signature of Controlling Person or Agent (circle one)

The foregoing instrument was acknowledged before me this
_____ day of _____
Month Year

Print Name
My commission expires on: _____
Day Month Year

(Signature of NOTARY PUBLIC)

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141



400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

OBTAIN ORIGINALS OF THIS FORM FROM DLLC-DO NOT PHOTOCOPY, DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

Randy A. Guse
Individual Name (Print)

Randy A. Guse
Individual Signature

TYPE OF TRAINING COMPLETED
TRAINER MUST CHECK YES OR NO FOR EACH TYPE

022306
Date Training Completed

YES NO BASIC

YES NO ON SALE

YES NO MANAGEMENT

YES NO OFF SALE

YES NO BOTH

YES NO OTHER

IF TRAINEE IS EMPLOYED BY A LICENSEE:

Randy Allen Guse Walgreens

09070288

NAME OF THE LICENSEE

BUSINESS NAME

LIQUOR LICENSE NUMBER

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

Arizona Business Council for Alcohol Education (ABC)

Company or Individual Name

500 East Thomas Road #100

Address

Phoenix,

Arizona

85012

(602) 285-1396

City

State

Zip

Phone

I Certify the above named individual has successfully completed the specified program(s).

T. J. Kuhn
Trainer Signature

T. J. Kuhn

Trainer Name (Print)

022306
Date

Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2).
Completion of the Liquor License Training Courses is required at the issuance of a license.

The person(s) required to attend both the Basic Liquor Law and Management Training, (either on-sale or off-sale), will include all of the following :
owner(s), licensee/agent or manager(s) WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS.
Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.

Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.

APWBent

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

09 DEC 18 11:41 AM '04
800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

10075948

(If the location is currently licensed)

1. Check appropriate box -> Controlling Person Agent Manager (Only)
(Complete Questions 1-19) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager Controlling Person or Agent must complete # 21

2. Name: Kellen Margarita Evelyn Date of Birth
Last First Middle (NOT a Public Record)

3. Social Security Num Drivers Licen State: Illinois
(NOT a public record) (NOT a public record)

4. Place of Birth: Chicago Illinois USA Height: 5'9" Weight: 140 Eyes: Blue Hair: Blonde
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: (847) 527 - 4226

6. Name of Current or Most Recent Spouse: Kellen Kevin Mathias Date of
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Illinois If Arizona, date of residency:

8 Telephone number to contact you during business hours for any questions regarding this document. (847) 527 - 4226

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Walgreens #07387 Premises Phone: (623) 936- 7234

11. Physical Location of Licensed Premises Address: 10710 West McDowell Road Avondale Maricopa 85392
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
01/1999	CURRENT	Treasurer	Walgreen Co., 300 Wilmot Road, Deerfield, IL 60015

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
01/1984	CURRENT	Own				

If you checked the Manager box on the front of this form skip to # 15

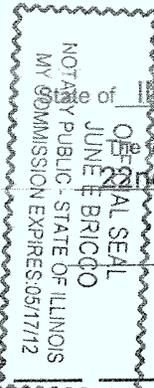
14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

09 DEC 18 09:14 PM 4 08

20. I, Margarita Evelyn Kellen, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Margarita Evelyn Kellen
(Signature of Applicant)



The foregoing instrument was acknowledged before me this
22nd day of October, 2009
Month Year

Julie Brizzo
(Signature of NOTARY PUBLIC)

My commission expires on: 17 5 2012
Day Month Year

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

x _____ day of _____, _____
Signature of Controlling Person or Agent (circle one) Month Year

(Signature of NOTARY PUBLIC)

Print Name

My commission expires on: _____
Day Month Year

Handwritten signature/initials

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #
10075948
(if the location is currently licensed)

1. Check appropriate box →	<input checked="" type="checkbox"/> Controlling Person (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	<input type="checkbox"/> Agent (Complete All Questions <u>except</u> # 14, 14a & 21) Controlling Person or Agent must complete # 21	<input type="checkbox"/> Manager (Only)
----------------------------	--	---	---

2. Name: Martin Gary Michael Date of Birth
Last First Middle

3. Social Security Numb _____ Drivers License _____ State: Illinois

4. Place of Birth: Chicago Illinois USA Height: 6' Weight: 190 Eyes: Green Hair: Brown
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: (847) 527 - 4779

6. Name of Current or Most Recent Spouse: Martin Judy Kay Rhinehart Date of B
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Illinois If Arizona, date of residency: _____

8 Telephone number to contact you during business hours for any questions regarding this document. (847) 527 - 4779

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Walgreens #07387 Premises Phone: (623) 936 - 7234

11. Physical Location of Licensed Premises Address: 10710 W. McDowell Road Avondale Maricopa 85392
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
12/1979	CURRENT	Assistant Treasurer	Walgreen Co., 300 Wilmot Road, Deerfield, IL 60015

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
09/1987	CURRENT	Own				

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
 If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
if the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO

15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO

18. Has anyone **EVER** filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO

19. Are you **NOW** or have you **EVER** held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

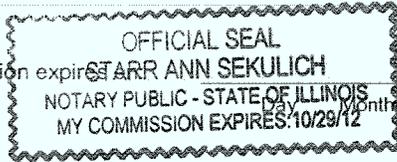
If any answer to Questions 15 through 19 is "YES" **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

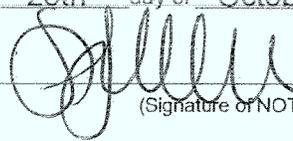
20. I, Gary Michael Martin, hereby declare that I am the APPLICANT/REPRESENTATIVE
 (print full name of Applicant)
 filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X 
 (Signature of Applicant)

State of Illinois County of Lake

The foregoing instrument was acknowledged before me this
26th day of October, 2009
 Month Year

My commission expires 
 Year


 (Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
 The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____
 Signature of Controlling Person or Agent (circle one)

_____ day of _____
 Month Year

 Print Name

 (Signature of NOTARY PUBLIC)

My commission expires on: _____
 Day Month Year

09 OCT 19 11:04 AM

FW Wilson

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

09 DEC 18 1994
Liq. Lic. PM 4 34
800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6585

QUESTIONNAIRE

100579

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #
10075948
(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete Questions 1-19) Manager (Only) (Complete All Questions except # 14, 14a & 21)

Controlling Person or Agent must complete #21 for a Manager. Controlling Person or Agent must complete # 21

2. Name: Silverman Robert Merle Date of Birth
Last First Middle

3. Social Security Num: _____ Drivers License: _____ State: Illinois

4. Place of Birth: Chicago Illinois USA Height: 5'9" Weight: 185 Eyes: Brown Hair: Black
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: (847) 315 - 4574

6. Name of Current or Most Recent Spouse: Silverman Lynn Ellen Abrams Date of Birth
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Illinois If Arizona, date of residency: _____

8. Telephone number to contact you during business hours for any questions regarding this document. (847) 315 - 4574

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Walgreens #07387 Premises Phone: (623) 936 - 7234

11. Physical Location of Licensed Premises Address: 10710 West McDowell Road Avondale Maricopa 85392
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
01/2004	CURRENT	Divisional Vice President	Walgreen Co., 104 Wilmot Road, Deerfield, IL 60015
		Corporate and Transactional Law	

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑ ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
05/06	CURRENT	Own				
05/91	05/06	Own	1400 Kingsport Court	Northbrook	IL	60062

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Robert Merle Silverman, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X [Signature] State of Illinois County of Lake
(Signature of Applicant)

The foregoing instrument was acknowledged before me this 26th day of October, 2009
Month Year

My commission expires on: _____
Day Month Year

[Signature]
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____
Month Year

X _____
Signature of Controlling Person or Agent (circle one)

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year



October 26, 2009

Arizona Department of Liquor Licenses & Control
800 W. Washington, 5th Floor
Phoenix, AZ 85007-2934

Re: Statement Regarding Walgreen Arizona Drug Co.

Dear Sir or Madam:

Walgreen Arizona Drug Co. is a wholly owned subsidiary of Walgreen Co. Walgreen Co. has operated retail pharmacies since 1901 and currently operates 7,000 stores and pharmacies nationwide. Individual Walgreens stores and distribution centers are subject to potential administrative actions by various federal and state agencies that regulate retail related issues and the practice of pharmacy.

Walgreen Co. is involved in various legal proceedings incidental to the normal course of business and is subject to various actions by governmental authorities responsible for enforcing the laws and regulations to which the company is subject. Material actions are required to be disclosed to the United States Securities and Exchange Commission (SEC). Any information regarding material civil, criminal, administrative, regulatory or disciplinary actions would be disclosed in the company's publicly available documents filed with the SEC.

Walgreen Arizona Drug Co. currently holds an ownership interest in 51 liquor licenses in the State of Arizona. Arizona Department of Liquor License and Control indicates that Walgreen Arizona Drug Co. paid 44 fines from the State from 1991 to 2003, as detailed in the attached spreadsheet. Records also indicate that Walgreen Arizona Drug Co. received a total of six (7) Notices of Violations from 1992 to 1997 as detailed in the attached spreadsheet.

Walgreen Arizona Drug Co. and Walgreen Co. take compliance with all federal, state and local laws seriously. All employees involved in alcohol sales undergo training not only in Arizona liquor laws, but also Walgreen Co. liquor policies.

Sincerely,

Randy A. Guse
District Manager
Walgreen Arizona Drug Co.

09 DEC 18 11:41:14 AM 403

WALGREEN CO. LEGAL-CONFIDENTIAL

ALLEGED VIOLATIONS WITH THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL				
Date Of Alleged Violation	License #	AGENCY	ALLEGED VIOLATION	STATUS
12/4/1991	9070118	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage with alcohol	Fine Paid: \$1,000
9/29/1992	9130016	State of Arizona, Department of Liquor Licenses and Control	Selling liquor to an intoxicated or disorderly person	Notice of Violation
7/1/1993	9100091	State of Arizona, Department of Liquor Licenses and Control	sell, give furnish underage person with alcohol	Notice of Violation
7/21/1994	9100094	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$500
8/2/1995	9080020	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$500
4/19/1996	9100075	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$500
7/25/1996	9070673	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,000
10/16/1996	91000097	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$500
10/25/1996	9070285	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Notice of Violation
10/25/1996	9070305	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Notice of Violation
10/25/1996	9100179	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$500
10/25/1996	9100094	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage with alcohol	Fine Paid: \$1,500
1/9/1997	9070281	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Notice of Violation

09 DEC 18 11:41 AM '93

WALGREEN CO. LEGAL-CONFIDENTIAL

2/19/1997	9100148	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage with alcohol	Notice of Violation
7/24/1997	9070573	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,000
7/24/1997	9100155	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$500
8/22/1997	9100126	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage with alcohol	Fine Paid: \$1,000
11/3/1997	9070281	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$1,000
11/3/1997	9070292	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$1,000
1/21/1998	9070312	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage with alcohol	Fine Paid: \$500
1/28/1998	9070078	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,000
3/9/1998	9100155	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$1,500
3/9/1998	9080040	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,000
5/15/1998	9100179	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$1,500
8/29/1998	9070673	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$500
8/29/1998	9070673	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,000
10/30/1998	9070673	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage with alcohol	Fine Paid: \$1,500
2/24/1999	9070573	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,500

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WALGREEN CO. LEGAL-CONFIDENTIAL

3/25/1999	9070564	State of Arizona, Department of Liquor Licenses and Control	sell, give furnish underage person with alcohol	Fine Paid: \$500
4/9/1999	9070285	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$625
8/6/1999	9070078	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$2,000
9/15/1999	9100179	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$2,000
9/27/1999	9070564	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$2,250
11/10/1999	9070306	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$1,000
12/30/1999	9070287	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,125
1/15/2000	9110003	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$2,000
2/2/2000	9070063	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,125
3/1/2000	9100157	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$2,000
3/10/2000	9080040	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,250
3/28/2000	9070078	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$3,000
5/18/2000	9070734	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,250
6/6/2000	9070287	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$2,000
7/4/2000	9080020	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage with alcohol	Fine Paid: \$500
8/2/2000	9070294	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$625

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WALGREEN CO. LEGAL-CONFIDENTIAL

11/30/2000	9100179	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage with alcohol	Fine Paid: \$2,000
12/6/2000	9070306	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$2,000
4/24/2002	9070673	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$625
6/28/2003	9070573	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$500
3/28/1997	9070579	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Fine Paid: \$1,000
10/29/1996	9070579	State of Arizona, Department of Liquor Licenses and Control	failure to request ID from underage buyer; sell, give, furnish underage person with alcohol	Notice of Violation
7/24/1997	9100095	State of Arizona, Department of Liquor Licenses and Control	sell, give, furnish underage person with alcohol	Fine Paid: \$1,000

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802-444

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #
10075948
(If the location is currently licensed)

1. Check appropriate box: Controlling Person Agent Manager (Only). (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Williams Paul Victor Last Middle First Date of Birth: (NOT a public record)

3. Social Security Number: (NOT a public record) Drivers License #: (NOT a public record) State: Arizona

4. Place of Birth: St. Louis, Mo, USA Height: 5'9" Weight: 200 Eyes: Bk Hair: Bk City State Country (not county)

5. Marital Status: Single Married Divorced Widowed Daytime Contact Phone: (623) 936 - 7234

6. Name of Current or Most Recent Spouse: Williams GAIL Margaret Murphy Last First Middle Maiden Date of Birth: (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: June 2006

8. Telephone number to contact you during business hours for any questions regarding this document. (623) 936 - 7234

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Walgreens #07387 Premises Phone: (623) 936 - 7234

11. Physical Location of Licensed Premises Address: 10710 West McDowell Road Avondale Maricopa 85392 Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
3/1993	CURRENT	Store Manager	Walgreens 10710 W. McDowell Avondale, AZ 85392

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
10/06	CURRENT	own				
3/01	6/06	own	13001 CANALS DR.	St. Louis	Mo.	63141

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? YES NO
If you answered YES, how many hrs/day? _____, and answer #14a below. If NO, skip to #15.
14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Paul V. Williams, hereby declare that I am the APPLICANT/REPRESENTATIVE (Name of Applicant) filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x P.V. Williams
(Signature of Applicant)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 2 day of NOVEMBER, 2009
Month Year

My commission expires on: 23 FEBRUARY 2012
Day Month Year

(Signature of NOTARY PUBLIC) JESUS WILLEM
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires February 23, 2012

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 10 day of December, 2009
Month Year

x Randy Allen Guse
Signature of Controlling Person or Agent (circle one)

(Signature of NOTARY PUBLIC) Kim Bryant

Print Name Randy Allen Guse
My commission expires on: 28 11 2011
Day Month Year



29457

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

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CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

PAUL V. Williams
Full Name (please print)

Paul Williams
Signature

12/07/09
Training Completion Date

Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

- | | | | | | |
|---|-----------------------------|------------|---|--|----------|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BASIC | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | ON SALE |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | MANAGEMENT | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | OFF SALE |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BOTH | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | OTHER |

If Trainee Is Employed By A Licensee

WALGREENS #17387
Name of Licensee Business Name Liquor License #

Alcohol Training Program Provider Information

ARIZONA BUSINESS COUNCIL FOR ALCOHOL EDUCATION (ABC)
Company or Individual Name (please print)

77 EAST COLUMBUS AVENUE, SUITE 102
Address

PHOENIX AZ 85012 (602) 285-1396
City State Zip Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

DENNIS FEAGLES
Name of Trainer (please print)

[Signature]
Trainer Signature

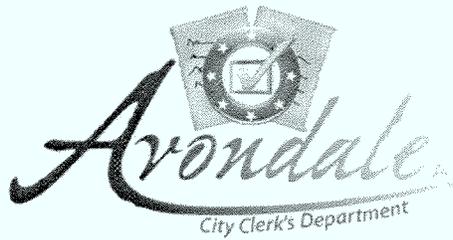
12/07/09
Date

Pursuant to A.R.S. § 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:
Owner(s)
Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 10
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

APPLICANT'S NAME: RANDY GUSE

BUSINESS NAME: WALGREENS #07387

ADDRESS: 10710 WEST McDOWELL ROAD

CITY: AVONDALE

STATE: AZ

ZIP CODE: 85392

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

[Signature]
 SIGNATURE
zoning specialist
 TITLE

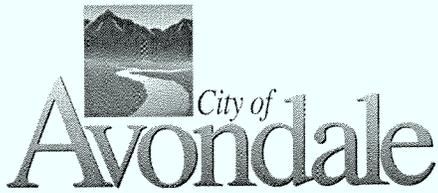
1/12/10
 DATE

- APPROVED
- DENIED

[Signature]
 SIGNATURE
Director of Development Services
 TITLE

1/13/10
 DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 1, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 14, 2010



DEVELOPMENT SERVICES

MEMORANDUM

DATE: January 12, 2010

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Series 10 (State Series 10) Beer and Wine Sales (off-site consumption)
Liquor License for Walgreens located at 10710 W McDowell Rd

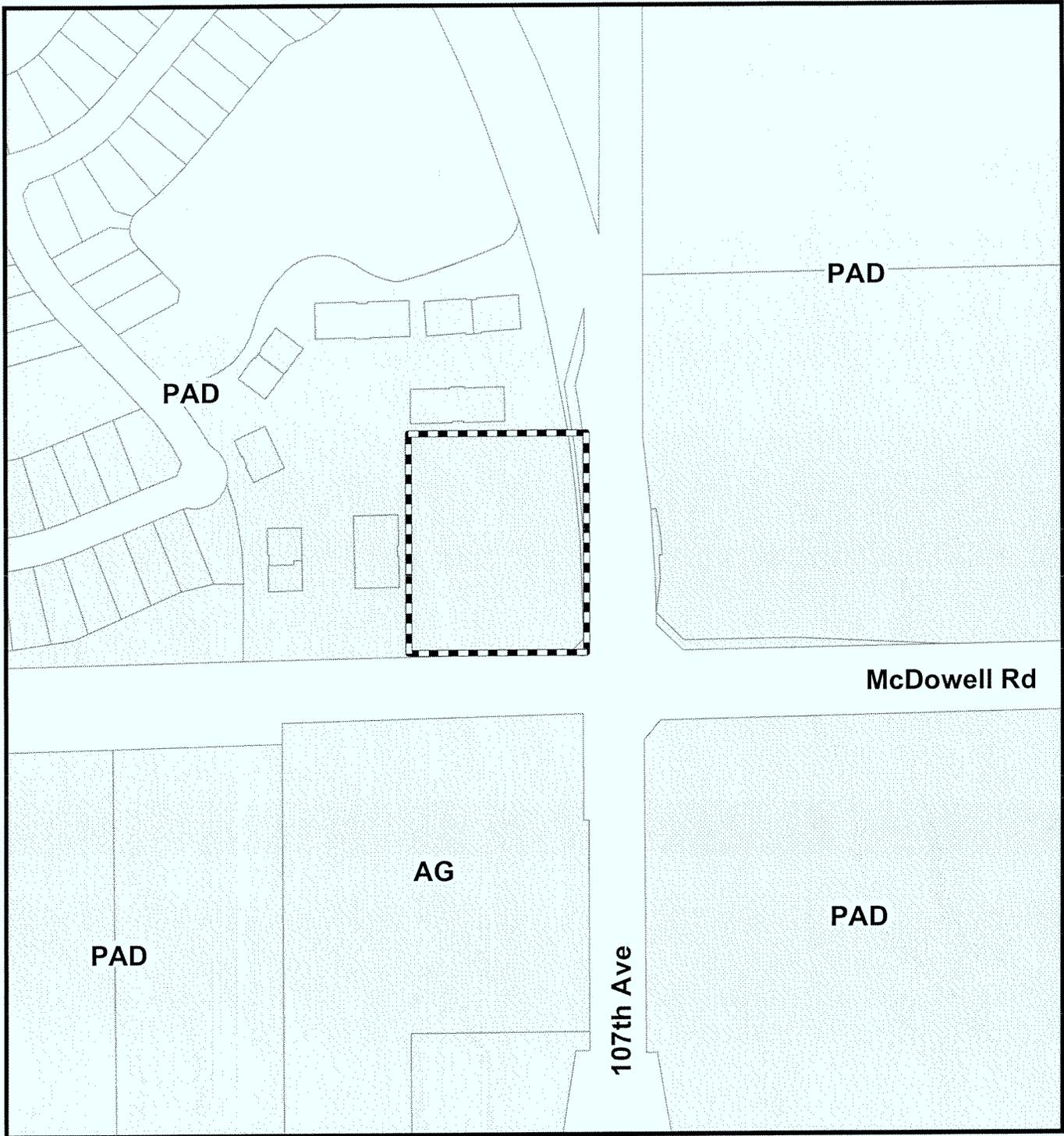
The site is located on the northwest corner of 107th Avenue and McDowell Road. The building is an existing Walgreens.

State Statute requires a minimum separation of 300 feet from school or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. There are no churches, schools, or fenced recreational areas associated with schools within 300-feet from the proposed site.

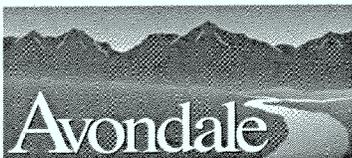
The General Plan designates the property as Commercial. The subject property is located within the Crystal Garden PAD (Planned Area Development). The PAD includes areas for both residential and commercial development. The northwest corner of 107th Avenue and McDowell Road allows C-2 (Community Commercial) uses. A retail store is a permitted use in the C-2 Zoning District.

Staff recommends approval of this request.

Attachment: 2009 Aerial Photography
Separation map
Zoning Map

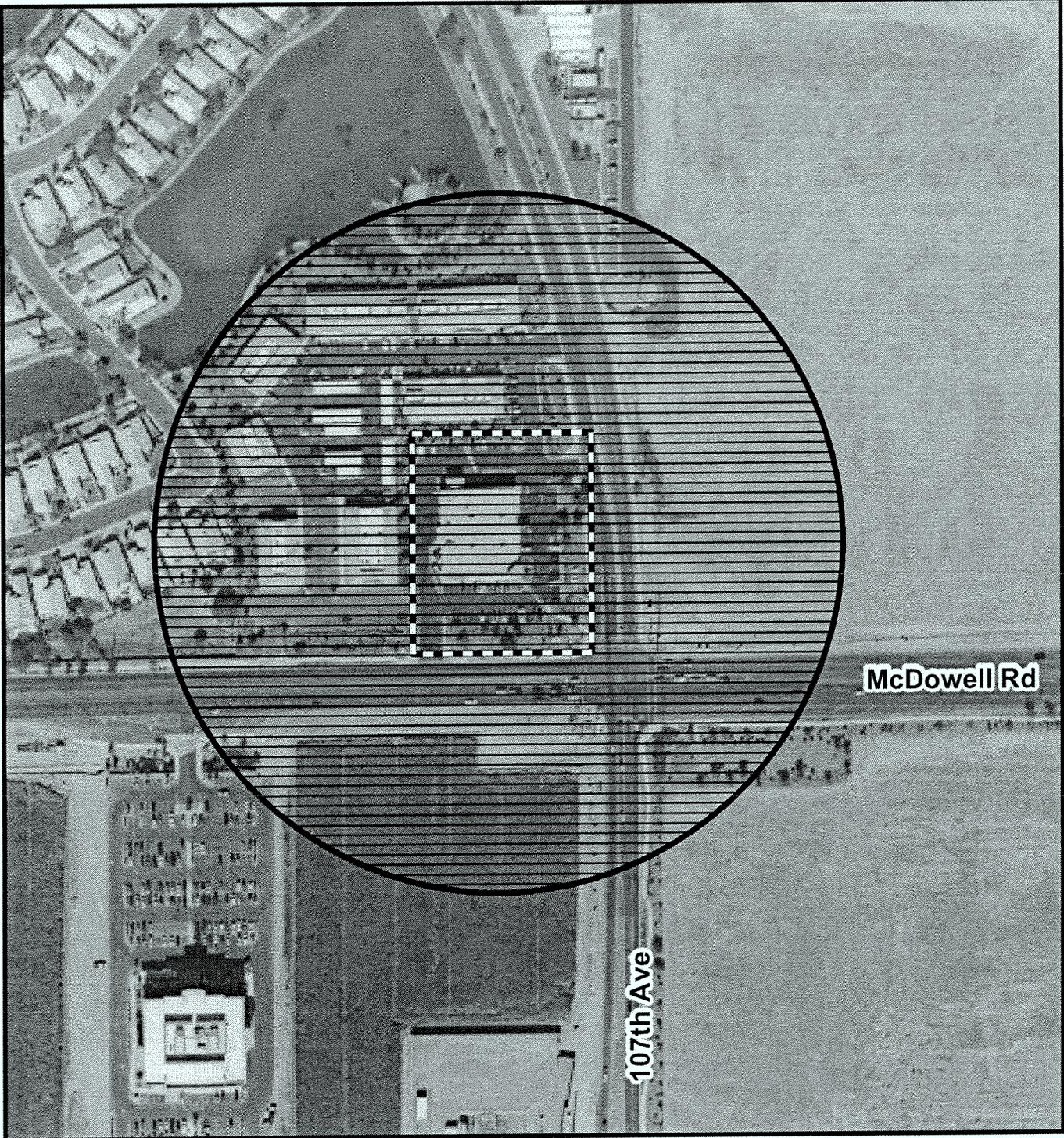


ZONING MAP

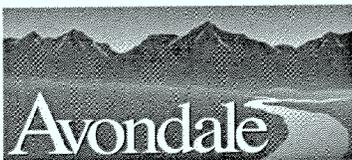


Subject Property





SEPARATION MAP



Subject Property

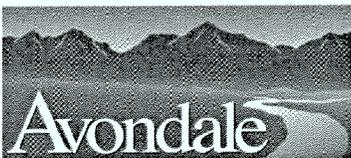


300 Foot Buffer





2009 AERIAL MAP



Subject Property





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 10
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

APPLICANT'S NAME: RANDY GUSE

BUSINESS NAME: WALGREENS #07387

ADDRESS: 10710 WEST MCDOWELL ROAD

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

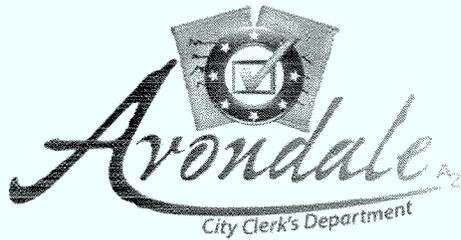
DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

Valorie Russell
SIGNATURE
Fire Inspector
TITLE

1/14/10
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 1, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 14, 2010**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 10
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

APPLICANT'S NAME: RANDY GUSE

BUSINESS NAME: WALGREENS #07387

ADDRESS: 10710 WEST McDOWELL ROAD

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

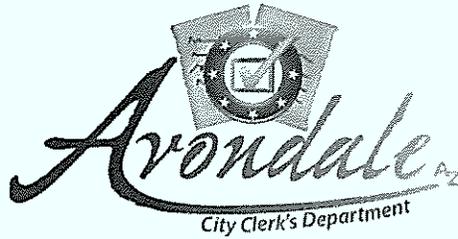
DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

Leslie Adams
SIGNATURE
Privilege Tax Auditor
TITLE

1/5/10
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 1, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 14, 2010**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 10
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

APPLICANT'S NAME: RANDY GUSE

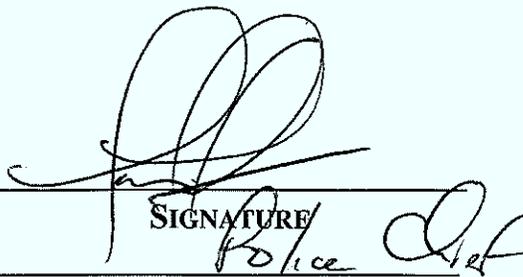
BUSINESS NAME: WALGREENS #07387

ADDRESS: 10710 WEST MCDOWELL ROAD

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



SIGNATURE
Police Det

TITLE

1/4/10

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 1, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 14, 2010

10710



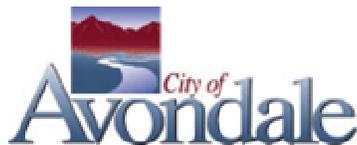


Walgreens #07387
10710 W. McDowell Rd.
1 Mile Buffer

Legend

- PLACE OF WORSHIP
- LIQUOR SERIES**
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 15
- SERIES 16
- SCHOOLS





CITY COUNCIL REPORT

SUBJECT:

Design and Construction Contract - Salt River
Project Electric Improvements at the Avondale
Boulevard and I-10 Traffic Interchange

MEETING DATE:

February 1, 2010

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a contract with Salt River Project (SRP) to design and construct electrical improvements for the Avondale Boulevard and I-10 Improvement Project in the amount of \$145,700.00 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On February 9, 2009, Council approved a Professional Services Agreement with URS Corp to provide design services for the Avondale Boulevard and I-10 Improvement Project. This project will widen Avondale Boulevard impacting the existing electrical lines and junction boxes. The above ground features will be relocated behind the new curb and gutter. The median will also be relocated and the streetlights that are within the median will be moved. SRP will design new service connections to the streetlights as well.

DISCUSSION:

The scope of work for this project includes:

- Relocating existing electrical boxes
- Relocating existing electrical service connections
- Streetlight reconnection

SCHEDULE:

A tentative schedule is as follows:

Design:

90% Plans - January 2010

Final Plans - February 2010

Construction:

Bid Award - April 2010

Begin Construction - May 2010

End Construction - May 2011

BUDGETARY IMPACT:

Funding in the amount of \$145,700.00 is available in Street Fund Line Item No. 304-1152-00-8420 (Avondale Blvd Bridge Widening North of I-10).

RECOMMENDATION:

Staff recommends that the City Council approve a contract with Salt River Project (SRP) to design and construct electrical improvements for the Avondale Boulevard and I-10 Improvement Project in the amount of \$145,700.00 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Design and Construction Contract](#)



DESIGN SERVICES CONTRACT (Municipal Distribution)

Customer Improvements
XCT 341
P.O. Box 52025
Phoenix, AZ 85072-2025

Customer Improvements Fax 602.220-1164
Cost Center: 82520

CUSTOMER
COPY

Date **08/03/09**

To: CITY OF AVONDALE
ATTN: CHRIS HAMILTON
11465 W. CIVIC CENTER DR.
AVONDALE ARIZONA 85323

The Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP) and **City of Avondale**, a municipal corporation organized and existing under the laws of the State of Arizona (City) enter into this contract (Contract) for the design of electrical facilities for the following City project (Project):

Project Name: Avondale Blvd and I-10
Location: Avondale Blvd and I-10
Job Order Number: KJ6-7011

This contract includes the attached Electrical Design and Construction Terms and Conditions, and describes the general obligations of SRP and the City. Any changes, amendments or modifications to this Contract shall be in writing and shall be signed by both parties.

City understands that SRP will not begin design until City signs and returns this Contract. Upon receipt of the signed Contract, SRP will commence design and defer collecting any design fees or costs until the parties execute a contract for construction of the Project.

Upon completion of the job design, SRP shall provide to the City a set of design drawings and a contract for construction of the Project. If City desires SRP to proceed with construction of the Project in accordance with the design drawings, City shall execute and return the construction contract and pay SRP the specified fees for construction of the Project. City acknowledges and agrees that the fees payable under the construction contract will include the design fees and costs incurred by SRP under this Contract. If City cancels the Project at any time, or if City fails to execute a contract with SRP for construction of the Project within 120 days after SRP delivers design drawings for the Project to City, City agrees to reimburse SRP for the design fees and costs incurred by SRP under this Contract.

For informational purposes only, the following conceptual Project estimate is provided to the City. This conceptual estimate is non-binding.

Conceptual Job Estimate: \$145,700

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until City (i) approves and returns the signed construction services contract that will be provided upon completion of this design services contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the specified fees for construction of the Project, (iv) provides SRP the approved City permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes City's authority in connection with the Project before SRP will begin any construction or installation work under this Contract. If City is unable to provide such documentation,

and as a result SRP is required to modify its designs for the Project, City shall be responsible for paying additional costs of the redesign work. If City changes the Project, or if there is any change to the information regarding the Project provided by City and relied upon by SRP, SRP will charge City and City shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs.

SRP's delivery of this Contract to City constitutes an offer to perform the design services on the terms and conditions set forth in this Contract. City may accept this offer by signing this Contract (with no additions, deletions or modifications) and returning it to SRP. This offer shall expire if City has not signed and returned this Contract to SRP within 120 day of the date first set forth above.

City understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to enter into this Contract on behalf of City.

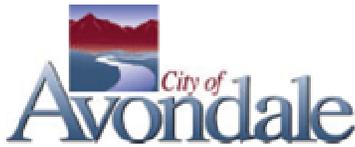
ACCEPTED: City signature, title, date
FOR: _____

Vince Silvestro/SR. DDC, SRP Date
602.236.0840__

Electrical Design and Construction Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract except as specifically modified herein. The Rules and Regulations can be found at <http://www.srpnet.com> and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. City shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the City Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the City facilities may be used with SRP's facilities.
4. Before beginning construction, City shall provide SRP executed originals of the construction services contract, all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. City, at all times, shall permit SRP to access and maintain any SRP electric facility on City property. City understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until City has provided all such easements.
5. City shall require that any construction work performed by City or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. City shall secure all required State, County, and local permits and approvals.
7. If City decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("City Work"), then all City Work shall conform to SRP's standards, and City shall permit SRP to inspect, at any time, any City Work or City-provided facility. If City decides to provide surveying, then City shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and City shall forward all results of survey to SRP for review and approval. If, at the time of inspection, there are no offset stakes to enable SRP to verify that the facilities are installed within the easements granted to SRP, SRP's Survey Department will reset the offset stakes at City's expense. Any inspection by SRP shall not be deemed an approval of any City-provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
8. SRP shall not be responsible for, and City shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to City's performance of the City Work, including without limitation Claims arising out of the performance of City Work on property not owned by City or outside of the easements provided to SRP under Section 4 of this Contract.
9. City shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities. City shall release SRP from any loss, damage, liability, cost, or expense incurred by City arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by this Section.

10. City, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to City-requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey when such work is performed by City or a contractor retained by City.
11. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and City agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and City hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.
12. The title to all work performed by SRP, or performed by City at SRP's request and accepted by SRP, shall remain with SRP at all times.
13. City shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling the SRP contact name and phone number specified on the Project drawings.
14. If City requires SRP to relocate any electrical facilities installed and paid for by the City pursuant to this Contract, in addition to providing SRP with a new easement for such relocated facilities, City shall reimburse SRP for all costs associated with moving the relocated facilities. City's reimbursement obligations shall also continue to apply for subsequent relocations. SRP shall be responsible for costs associated with moving any facilities installed pursuant to this Contract but not paid for by the City.



CITY COUNCIL REPORT

SUBJECT:

Waterline Extension and Sewer Service Agreements with Litchfield Park Service Company dba Liberty Water

MEETING DATE:

February 1, 2010

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services and Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Waterline Extension and Sewer Service Agreements between the City of Avondale and Litchfield Park Service Company dba Liberty Water for the estimated amounts of \$17,045 and \$36,285 respectively for the Northwest Public Safety Facility and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City Council awarded Amendment No. 1 to the Northwest Public Safety Facility Construction Manager at Risk Contract on December 14, 2009 establishing a Guaranteed Maximum Price (GMP) to construct the facility. The GMP includes the installation of water and sewer services and connection to the Litchfield Park Service Company dba Liberty Water facilities. Prior to this connection, the City must pay related inspection fees and the equivalent of development impact fees to offset proportional costs of systems expansions.

DISCUSSION:

The proposed project site, located on a 3.5 acres site at the northwest corner of Dysart Road and Sage Lane within the Estrella Community College is within Liberty Water's service area for water and sewer service and could not be serviced by the City. The Waterline Extension and Sewer Service Agreements will provide the necessary water and sewer services for this proposed facility.

The following is a breakdown of the costs associated with the Waterline Extension and Sewer Service Agreements:

Waterline Extension

<u>Amount</u>	<u>Type</u>	<u>Description</u>
\$5,000	Administrative Costs	Reimbursement for Inspection Costs, Overhead and Other Expenses of Utility. These costs are the Utility's anticipated reasonable fees, costs and expenses incurred with the Agreement and include review of plans and specifications, inspection and testing, and any other fees, costs and expenses reasonably and necessarily incurred by the Utility. Per the Agreement, the estimated minimum cost is \$5,000 and the estimated maximum cost is \$25,000. In the event the Utility's Administrative

		Costs exceed \$5,000, the Utility will provide the City with invoices and records supporting the overage.
\$12,045	Capacity Costs	Estimated costs associated with the City's pro-rata share of new or improvement of existing off-site water supply capacity.
\$17,045	Estimated Total Waterline Extension Costs	

Sewer Service

<u>Amount</u>	<u>Type</u>	<u>Description</u>
\$2,500	Administrative Costs	Reimbursement for Inspection Costs, Overhead and Other Expenses of Utility. These costs are the Utility's anticipated reasonable fees, costs and expenses incurred in connection with its review of the engineering plans and specifications, inspection and testing, and any other fees, costs and expenses reasonably and necessarily incurred by the Utility, as well as administrative, engineering or legal services. Per the Agreement, the estimated amount of Deposit is \$2,500. In the event Utility's Administrative Costs exceed \$2,500, the Utility will provide the City with invoices supporting the overage.
\$15,900	Capacity Costs	Costs associated with the City's pro-rata share of sewer treatment plant, sludge disposal facilities, effluent disposal facilities, and related appurtenances necessary for proper operation.
\$17,885	Hook-up Fee	Wastewater Service for a commercial property located within LPSCO's CC&N (\$2,450 per service lateral based on a Residential Equivalent Unit of 320 gpd).
\$36,285	Estimated Total Sewer Service Costs	

BUDGETARY IMPACT:

In accordance with the Agreements; the City is responsible for any costs over and above the estimates. Funding for the proposed Waterline Extension and Sewer Service Agreements is available through Police Fund 308-1225, NW Public Safety Facility.

RECOMMENDATION:

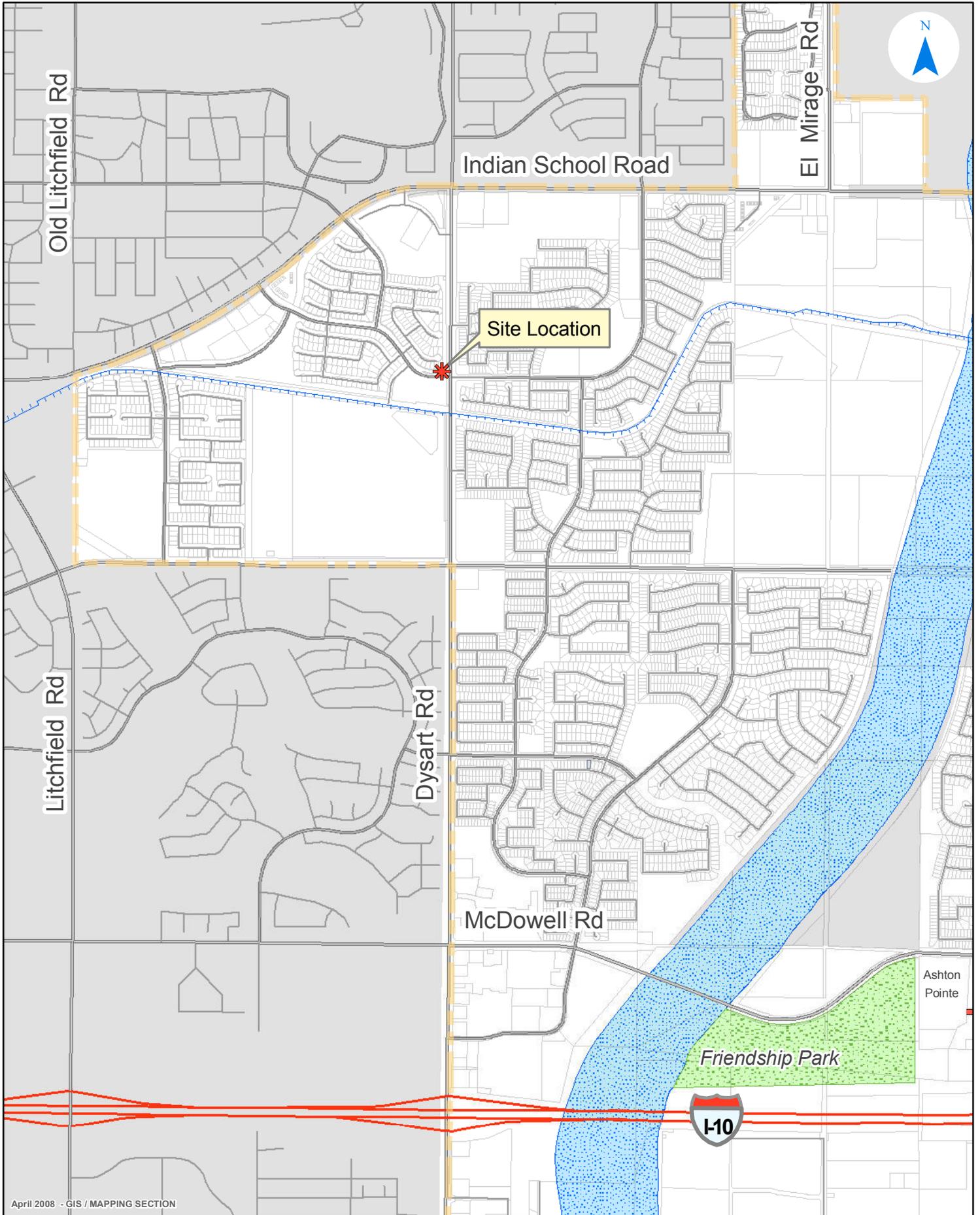
Staff recommends City Council approve Waterline Extension and Sewer Service Agreements between the City of Avondale and Litchfield Park Service Company dba Liberty Water in the estimated amounts of \$17,045 and \$36,285 respectively for the Northwest Public Safety Facility and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- [□ Vicinity Map](#)
- [□ Waterline Extension Agreement](#)
- [□ Sewer Service Agreement](#)

VICINITY MAP



April 2008 - GIS / MAPPING SECTION

CITY OF AVONDALE Proposed Northwest Public Safety Facility

**WATER LINE EXTENSION AGREEMENT
BETWEEN
LITCHFIELD PARK SERVICE COMPANY
AND
THE CITY OF AVONDALE**

THIS WATER LINE EXTENSION AGREEMENT (this "Agreement"), entered into this ___ day of January, 2010 by and between LITCHFIELD PARK SERVICE COMPANY DBA LIBERTY WATER, an Arizona public service corporation, (hereinafter referred to as the "Utility"), and CITY OF AVONDALE, an Arizona municipal corporation, (hereinafter referred to as "Developer")(individually, a "Party" and collectively, "Parties"), in respect of the construction of utility infrastructure necessary to extend and provide water utility service to the Avondale Northwest Public Safety Facility, a commercial land parcel owned in Goodyear, Arizona (the "Development").

RECITALS

WHEREAS, Utility represents and warrants to Developer that it is a public service corporation, and holds a Certificate of Convenience and Necessity (the "CC&N") granted by the Arizona Corporation Commission (the "Commission"), together with other required permits and governmental approvals authorizing it to serve the public with water utility service in certain parts of Maricopa County, Arizona; and

WHEREAS, Developer desires that water utility service be extended to the Development, which consists of 3.5745 acres located in Goodyear, Arizona. A legal description and map of the proposed Development are attached hereto in **Exhibit "A"** and incorporated herein by reference for all purposes; and

WHEREAS, the Development is located within the Utility's CC&N, and Utility is willing to extend water utility service to the Development subject to the terms of this Agreement; and

WHEREAS, the Utility does not presently have onsite water distribution facilities within the Development and Developer is prepared to construct and then convey such facilities all at his sole unrecoverable expense as may be provided for herein; and

WHEREAS, the Utility does not presently have sufficient or appropriate off-site facilities to convey the water to the Development and the Developer is prepared to construct such facilities and convey them to the Utility and the cost thereof shall be subject to refunding to the Developer over time as provided herein; and

WHEREAS, Developer is willing to transfer to the Utility legal title to: (i) all on-site facilities within the Development, (ii) all offsite facilities that are necessary to extend water utility service to the Development which it undertakes to construct, subject to the terms and conditions set forth hereinafter; and

WHEREAS, the Developer recognizes that in order for Utility to provide the requested water utility service to the Development, Utility will ultimately have to develop additional potable water production, treatment and handling capacity and the Developer will be required to contribute to the funding of the costs for Utility to construct new, or to upgrade existing off-site infrastructure to develop that water production, treatment and conveyance capacity as required by the Development which funding shall be supplied by the Developer to Utility by way of an advance in aid of construction according to the terms and conditions set forth hereinafter; and

WHEREAS, Utility is willing to provide such water utility service to the Development in accordance with applicable law, including the Rules and Regulations of the Commission, on the condition that Developer fully and timely perform the obligations and satisfy the conditions and requirements of this Agreement as set forth below; and

WHEREAS, unless otherwise provided in this Agreement, capitalized terms used herein shall have the same meaning as set forth in the Commission Rules and Regulations.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. UTILITY FACILITIES; OVERSIZING; COST; ADMINISTRATIVE COSTS; WATER SUPPLY; LETTER OF CREDIT; GROUNDWATER REPLENISHMENT DISTRICT.

A. Utility Additions. Developer will construct, or cause to be constructed, the water utility facilities described on **Exhibit "B"** (the "Facilities").

B. Oversizing. If requested by Utility, Developer shall "oversize" certain components of the Facilities. To the extent that such oversizing is not part of the general Utility's Development Guide specifications (e.g. the size of mains paralleling major roadways fronting the Development which will be to specifications and not considered oversize even if in excess of the actual specific needs of the Development alone), Utility shall reimburse Developer for the amount by which the costs of the oversized facilities exceed the actual costs of the same Facilities prior to "oversizing". Reimbursement for oversizing will be made by Utility to Developer within thirty (30) days of written notice to Utility after Utility's Final Acceptance of said Facilities, as that term is defined in Paragraph IV.F herein.

C. Cost. The estimated cost to construct the Facilities, as shown in **Exhibit "C"**, attached hereto and incorporated herein by reference for all purposes, shall be \$45,610.00 (the "Construction Cost"). The Construction Cost shall include the cost to install and obtain necessary permits for the Facilities described in Exhibit "B" as required for Utility to extend water utility service to the Development. Developer shall bear the Construction Cost; provided, however, that such Construction Cost shall be recoverable by Developer from Utility as set forth herein. Developer shall be required to advance a deposit for all estimated administrative and

engineering, and legal costs associated with the extension of water service, as more fully set forth in Paragraph I.D (the "Deposit").

D. Reimbursement for Inspection Costs, Overhead and Other Expenses of Utility. Upon execution of this Agreement, Developer shall submit the Deposit to Utility in respect of the Utility's anticipated reasonable fees, costs and expenses incurred in connection with its preparation of this Agreement, review and approval of engineering plans and specifications for the Facilities, periodic inspection and testing of the Facilities during and after their construction, and any other fees, costs and expenses reasonably and necessarily incurred by Utility (collectively, the "Administrative Costs"). The Deposit shall be 5% of the estimated cost of construction of the Facilities as shown in **Exhibit "C"**, with a minimum Deposit of \$5,000 and a maximum Deposit of \$25,000. In the event Utility's Administrative Costs exceed the amount of the Deposit, Utility shall provide to Developer invoices and records supporting such Administrative Costs, and payment shall be made by Developer on or before the 15th day of the calendar month following the month in which Utility's invoice is received by Developer.

E. Capacity Costs. For water utility service to the Development, Utility is required to develop new or improve existing off-site water supply capacity ("Capacity Cost"). Developer is responsible for funding its pro-rata share of the Capacity Cost, at an estimated total of **\$12,045.00**. Developer shall pay to Utility an amount equal to the Capacity Cost within 30 calendar days upon execution of this Agreement. The Capacity Cost will be treated as an advance in aid of construction. This estimate shall be valid for up to **ONE YEAR** after the execution of this Agreement. If construction of the Facilities has not been completed by this deadline, the estimated Capacity Cost is thereafter subject to change based on the cost of gallons per day capacity required for each equivalent dwelling unit within the Development.

II. SERVICE; FIRE FLOW; APPLICABLE RATES

A. Service. The Facilities are being installed for the purpose of providing water utility service to the Development consistent with the Utility's Tariff and Commission Rules and Regulations. The service provided by the Utility to the Development pursuant to this Agreement (the "Service") shall be in accordance with good utility practice for water utility service as well as any law and regulation, including the Commission's Rules and Regulations.

B. Fire Flow. UTILITY EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR OBLIGATION TO PROVIDE WATER AT A SPECIFIC PRESSURE OR GALLONS PER MINUTE FLOW RATE AT ANY FIRE STANDPIPE, OR FIRE HYDRANT, OR FOR FIRE PROTECTION SERVICE. IN THE EVENT FIRE PROTECTION SERVICE IS INTERRUPTED, IRREGULAR, DEFECTIVE, OR FAILS FROM CAUSES BEYOND THE UTILITY'S CONTROL OR THROUGH ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS, THE UTILITY WILL NOT BE LIABLE FOR ANY INJURIES OR DAMAGES ARISING THEREFROM.

C. Applicable Rates. It is mutually understood and agreed that the charges for the Service shall be at the applicable rates and tariffs which Utility is authorized by the Commission

to charge and that those rates are subject to change from time to time upon application by the Utility and approval by the Commission.

III. PERMITS AND LICENSES; EASEMENTS; TITLE

A. **Permits and Licenses.** Developer agrees to obtain, at its own initial expense, all licenses, permits, certificates and approvals from public authorities that may be required for the construction of the Facilities and to comply with all municipal, environmental and other public laws, ordinances, and requirements in regard to the same.

B. **Easements.** In the event the Facilities are not located within a dedicated right of way or public utility easement, Developer shall grant such easements as are reasonably necessary to permit the Utility to maintain repair or replace the Facilities, which Utility shall record in the Maricopa County Recorder's Office. In no event shall such easement be less than sixteen (16) feet in width.

C. **Title.** All materials installed, facilities constructed and equipment provided by Developer in connection with construction of the Facilities, and the completed Facilities as installed for which an Approval of Construction has been issued by ADEQ, and for which the Utility has provided written Final Acceptance pursuant to Paragraph IV.F, shall become the sole property of the Utility, and full legal and equitable title thereto shall then be vested in the Utility, free and clear of any liens. Developer agrees to execute or cause to be executed promptly such documents as counsel for the Utility may reasonably request to evidence good and merchantable title to the Facilities (free and clear of all liens) vested in the Utility. The Utility shall confirm in writing the acceptance of title to the Facilities.

IV. COMMENCEMENT OF PERFORMANCE AND TIME OF COMPLETION; PLANS AND SPECIFICATIONS; WORKMANSHIP, MATERIALS, EQUIPMENT AND MACHINERY; CONNECTING NEW FACILITIES; EXISTING UNDERGROUND FACILITIES RESPONSIBILITIES

A. **Commencement of Performance and Time of Completion.** This Agreement shall automatically terminate if Developer fails to begin construction within **ONE YEAR** from the plan approval date, unless otherwise agreed to in writing by Utility. In the event this Agreement is terminated pursuant to this Paragraph, any monies advanced by Developer for Administrative Costs spent by Utility shall be non-refundable. The remainder of the Deposit shall be refunded within thirty (30) days after termination of the Agreement.

B. **Plans and Specifications.** The construction of the Facilities shall be in accordance with plans and specifications (and any material changes thereto) which have been (i) prepared in accordance with good water utility practice as generally accepted in Maricopa County, and with all applicable rules, regulations and requirements of all regulatory agencies having jurisdiction over water service in the Development, (ii) approved, in writing, by the Utility, which approval shall not be unreasonably conditioned, delayed or denied, and (iii) approved, in writing, by any governmental entity having authority over water service in the Development ("Approved Plans"). The Utility shall provide to the Developer the Utility's

written approval or disapproval with comments, of any plans and specifications for the Facilities within thirty (30) calendar days after submittal of such plans and specifications to the Utility. If such plans and specifications are disapproved by the Utility, the Utility's approval of such plans and specifications shall be provided within thirty (30) calendar days after resubmittal of such plans and specifications incorporating the Utility's comments to the originally submitted plans and specifications. The Approved Plans shall be incorporated herein by reference and made part of this Agreement. Developer shall not commence construction of the Facilities prior to the issuance of any Approved Plans.

C. Materials, Workmanship, Equipment, and Machinery. All materials used to construct the Facilities shall be new and both workmanship and materials shall be of good quality that meets the specifications and standards of the Utility's Development Guide, the Commission, ADEQ, the Arizona Department of Health Services and all other applicable regulatory agencies. Developer shall assign to the Utility the warranties of its contractor(s) for the Facilities. Developer agrees to remove or replace at its own cost, or reimburse the Utility for all reasonable costs incurred by the Utility for removing and replacing any defective part or parts of the Facilities, for one year after Utility's written Operational Acceptance, as that term is defined in Paragraph IV.F.

D. Connecting New Facilities. The Facilities shall not be connected to the Utility's existing facilities without Approved Plans, and execution of this Agreement, including all regulatory approvals, if necessary which approval shall not be unreasonably withheld, conditioned, or delayed. Any such unapproved connection may result in either rejection of the Facilities by the Utility, or extraordinary charges to Developer to purge the Facilities prior to Utility's written Final Acceptance.

E. Existing Underground Facilities Responsibility. In connection with the construction of the Facilities, Developer shall be responsible for complying with A.R.S. 40-360.21. et seq., and related local regulations, and will assume all costs and liabilities associated with (1) coordination with the owners or agents of all underground facilities within and adjacent to the Development regarding the location of such facilities, and (2) construction near, or damage to, such underground facilities. Developer will conduct, or cause to be conducted, all excavation in a careful and prudent manner in its construction of the Facilities.

F. Acceptance. Operational Acceptance of the Facilities by the Utility shall occur at the time the Developer has provided all of the following items to the Utility as required by this Agreement: (i) all fees, costs, and funds required under this Agreement; (ii) the Approval to Construct the Facilities; and (iii) recorded copies of all required Deeds and Easements. The Utility shall assume operational responsibilities for the Facilities only after receipt of the above. Final Acceptance of the Facilities by the Utility shall occur only after the Utility receives all of the following as otherwise required by this Agreement: (i) all items required for Operational Acceptance; (ii) approved Final Inspection by Utility, including all punch list items; (iii) all invoices; (iv) all lien waivers; (v) copies of all permits and licenses; (vi) all required evidences of title, including a Bill of Sale; (vii) the as-built" plans; (viii) AutoCAD digital file of the approved construction drawings; (ix) Approval of Construction from Maricopa County. If all documents for the Utility's Final Acceptance are not received within sixty (60) days of the Operational

Acceptance, the Utility shall have no obligation to set additional meters within the Development until such time as Developer has complied with these requirements.

V. INSPECTION, TESTING AND CORRECTION OF DEFECTS, COMPLETION

A. **Inspection.** Developer shall comply with the inspection and testing requirements of the Utility for the Facilities; said requirements shall be reasonable and shall not cause Developer unwarranted delays in the ordinary course of construction. Developer shall promptly notify the Utility when the Facilities (or portions thereof) are ready for inspection and testing, and the Utility shall inspect promptly after being so notified. The Utility agrees to conduct any "open trench" inspection within seventy-two (72) hours after being notified by Developer that the trench is ready for inspection, provided Developer gives the Utility at least three (3) business days' advance written notice of the first inspection date consistent with the notice provisions of Paragraph IX. If not inspected and approved by the Utility, Developer shall provide, within ten (10) business days, written certification from Developer's engineer that the Facilities (or the applicable portion thereof) were installed in accordance with the Approved Plans. At this time the condition will be deemed automatically approved by Utility if the Utility fails to inspect the condition within such seventy-two (72) hour period, provided the Utility received such three (3) business days' advance written notice.

B. **Testing and Correction.** For the purpose of inspection and testing of the Facilities, Developer shall give the Utility and any inspectors appointed by it, free access to the facilities for properly inspecting such materials and work and shall furnish the Utility and any inspectors appointed by it with full information whenever requested as to the progress of the work on the various components of the Facilities. If, at any time before Completion, any part of the work is found to be defective or deficient in any way or in any way fails to conform to this Agreement, the Utility is hereby expressly authorized to reject or revoke acceptance of such defective or deficient work and require Developer to correct such defective work. No costs incurred by Developer to correct defective work shall be included in the Refundable Costs pursuant to Paragraph VII.A. The Utility specifically reserves the right to withhold approval and to forbid connection of the Facilities to the Utility's system. Developer agrees that it will promptly correct all defects and deficiencies in construction, materials, and workmanship upon request by the Utility made subsequent to inspection by the Utility.

C. **Completion.** The "Completion" of the Facilities (or any portion(s) or component(s) thereof) shall be deemed to have occurred when the Utility delivers to Developer the Utility's approved Final Inspection of the Facilities (or any portion(s) or component(s) thereof) as having been constructed in substantial conformance with the Approved Plans, which written acknowledgement shall not be unreasonably delayed or denied.

VI. INVOICES; LIENS; "AS-BUILT" PLANS

A. **Invoices.** Developer agrees to furnish Utility, within thirty (30) days after completion of construction, copies of Developer's, subcontractors', vendors' and all others' invoices for all engineering, surveying, and other services, materials installed, construction

performed, equipment provided, materials purchased and all else done for construction pursuant to this Agreement at the actual cost thereof.

B. Lien Releases. Developer acknowledges its duty to obtain lien waivers from all providing labor, materials, or services hereunder. Developer hereby irrevocably waives any rights it may now have or which it may acquire during the course of this Agreement to record liens against the Utility or its property. Developer shall also pay, satisfy and discharge, or bond over, all mechanics', material men's and other liens, and all claims, obligations and liabilities which may be asserted against the Utility or its property by reason of Developer's construction of the Facilities.

C. "As-Built" Plans. Developer agrees to furnish the Utility, within forty-five (45) days after Completion, "as-built" drawings showing the locations of all Utility owned Facilities. The drawings shall be certified by Developer's engineer of record and shall be provided on reproducible 4-mil Mylar prints and in AutoCAD format on CD (or as otherwise specified by the Utility).

VII. CALCULATION OF ADVANCE; TIME OF PAYMENT; INCOME TAX; CALCULATION OF REFUND, MAXIMUM REFUND; TRANSFER; ASSIGNMENT

A. Calculation of Refundable Costs. Based on the estimated Construction Cost for the Facilities described in Paragraph I.C, the Capacity Costs described in I.E, and the Deposit described in Paragraph I.D (collectively, the "Refundable Costs"), and subject to receiving invoices pursuant to Paragraph VI.A totaling at least the estimated Construction Cost plus applicable Administrative Costs covered by the Deposit, the total estimated Refundable Costs borne by Developer is \$62,655.00, subject to adjustment as provided for in this Agreement. If the actual Refundable Costs are less than the estimated Refundable Costs, the Refundable Costs shall be the lesser amount, to the extent supported by invoices provided pursuant to Paragraphs I.D and VI.A. If the actual Refundable Costs are more than the estimated Refundable Costs, the Advance shall be the greater amount, to the extent supported by invoices provided pursuant to Paragraphs I.D and VI.A.

B. Time of Payment. The payment of the funds under this Agreement shall be made as follows:

1. Developer shall submit as the Deposit for the Utility's total estimated Administrative Costs the sum of **\$5,000.00** within five (5) business days after Developer's receipt of a fully executed copy of this Agreement. Failure to make timely payment may be considered by Utility as a material default under this Agreement..
2. If the Deposit is greater than \$5,500, Utility shall compute the unexpended portion of the Deposit, if applicable, and refund any such amount over \$5,000 within sixty (60) days of Utility's Final Acceptance of the

Facilities pursuant to Paragraph IV.F. All other amounts shall be added to the Refundable Costs.

3. Upon Completion of the construction of the Facilities to be performed by Developer, Developer shall provide the documentation required by Paragraphs III, IV, V, and VI of this Agreement.
4. Developer shall pay to the Utility the Capacity Costs in the amount of \$12,045.00 within five (5) business days after Developer's receipt of a fully executed copy of this Agreement. Failure to make timely payment may be considered by Utility as a material default under this Agreement.

C. Income Taxes. In the event it is determined by Congress, the Internal Revenue Service, the Arizona Legislature or the Arizona Department of Revenue that all or a portion of the Refundable Costs cost estimates in Exhibit "C" is taxable income to the Utility as of the date of this Agreement, or upon receipt of said costs or facilities by the Utility, Developer will pay to the Utility funds equal to the applicable income taxes for the Utility's state and federal tax liability on all funds contributed pursuant to this Agreement. These funds shall be payable by Developer to the Utility within thirty (30) days after the Utility provides to Developer written notice of such taxes, along with reasonable supporting documentation.

D. Computation of Refund. The Utility shall refund to Developer the Refundable Costs by making annual payments (each a "**Refund Payment**" and collectively, the "**Refund Payments**") on or before the 31st day of August of each year. Each Refund Payment shall be equal to ten percent (10%) of the gross annual operating revenues, exclusive of any taxes or pass-through costs by Utility, from the sale of water utility services to bona fide customers of Utility within the Development. Any other amounts to be refunded by the Utility to Developer pursuant to this Agreement, including without limitation, the amount of any income taxes pursuant to Paragraph VII.C, shall be in addition to the Refund Payments, and shall be paid contemporaneously with each Refund Payment. The Utility shall continue to pay Refund Payments to Developer for such period of ten (10) years. Utility retains the right to refund all or any portion of the outstanding Advance balance to Developer at any time prior to the termination of refunds made pursuant to this Agreement, and to extend the refund period prior to the expiration of the initial 10-year term, upon proper notice to the Developer. Any amount of the Advance that has not been refunded to Developer at the end of the refund period, or extended refund period, shall become a contribution in aid of construction.

E. Maximum Refund; Interest on Refundable Costs; Limitation on Revenues. The sum total of the Refund Payments shall in no event exceed the amount of the Refundable Costs, as adjusted. No interest shall be paid by the Utility on any amounts to be refunded to Developer pursuant to this Agreement.

F. Transfer of Facilities. In the event of the sale, conveyance or transfer by the Utility, pursuant to the approval of the Commission, of any portion of its water system, including the Facilities, the Utility's obligation hereto shall cease (except as to any payment which is then

due), conditioned upon the transferee assuming, and agreeing to pay Developer, any sums becoming payable to Developer thereafter in accordance with the provisions of this Agreement.

G. Assignment; Utility's Right of First Refusal. Developer may assign this Agreement, or any of its rights and obligations hereunder, to another party, including another company under the same corporate umbrella, provided that such assignment is made in connection with the sale of the Development and further provided that Developer first receives written consent of such assignment from Utility prior to the effective date of the assignment, which consent shall not be unreasonably withheld; provided, however, that Developer acknowledges that Utility may, in its sole discretion, require that the assignee agree in writing to fully perform Developer's obligations hereunder to be bound by this Agreement and to require that the assignee demonstrate financial ability to assume Developer's obligations hereunder. Before selling, assigning or otherwise transferring to any third party Developer's right to the receipt of the Refund Payments or any other payment from the Utility pursuant to this Agreement, Developer shall first give the Utility, or its assigns, reasonable opportunity to purchase the same at the same price and upon the same terms as contained in any bona fide offer which Developer has received from any third person or persons which Developer desires to accept. Upon such assignment, the Utility shall make all refunds under the Agreement to the Developer's assignee.

VIII. RISK; LIABILITY; INSURANCE

A. Risk. Developer shall carry on all work required hereunder at its own risk until Completion and will, in case of accident, destruction or injury to the work or material before Completion, replace or repair forthwith the work or materials so injured, damaged or destroyed, in accordance with the Approved Plans, to the reasonable satisfaction of the Utility and at Developer's own expense.

B. Risk of Loss, Indemnification: Until Utility has issued its written notice of Final Acceptance of the Facilities constructed by Developer hereunder, all risk of loss with respect to the Facilities shall remain with Developer. To the extent permitted by law, Developer shall indemnify and hold Utility and its officers, directors, employees and agents harmless for, from and against all claims or other liability, whether actually asserted or threatened, arising out of or related to Developer's construction of the Facilities hereunder. To the extent permitted by law, Developer, and its successors, assigns and guarantors, shall defend, indemnify and hold harmless Utility and its partners, members, directors, principals, officers, agents, employees, representatives, parents, subsidiaries, affiliates, consultants, insurers and/or sureties, from and against any and all liabilities, claims, damages, losses, costs, expenses (including but not limited to, attorney's fees), injuries, causes of action, or judgments occasioned by, contributed to and/or in any way caused, in whole or in part, by Developer and/or Developer's contractors, agents or employees, or any subcontractor, consultant or sub-subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to construction, design and/or installation of the Facilities, including but not limited to any active or passive negligence of Utility, and/or any act or omission of Utility, unless such negligence, act and/or omission of Utility was the sole cause of such liability and/or claim. This Indemnity Clause shall apply to any claim arising out of or related to construction of the Facilities that is

sustained or asserted before or after completion of the work or termination of this Agreement. This Indemnity Clause extends to and includes all claims, just or unjust, based on a tort, strict liability, contract, lien, statute, stop notice, rule, safety regulation, ordinance or other affiliated relief or liability, and whether the injury complained of arises from any death, personal injury, sickness, disease, property damage (including loss of use), economic loss, patent infringement, copyright infringement, or otherwise, even if such claim may have been caused in part by Utility as set forth above. Developer' obligations under this paragraph shall not apply to any claims or liability arising out of or are caused by Utility's ownership and operation of the Facilities following their acceptance.

C. **Insurance.** Developer agrees to obtain and maintain all insurance described below, and shall provide to the Utility certificates evidencing the same, prior to commencement of construction of the Facilities:

1. Workmen's compensation in the benefit amounts, and occupational disease disability insurance, as required by the laws and regulations of the state.

2. Commercial general liability insurance, with minimum combined single limits of \$2,000,000.00, including operations and protective liability coverage. When the work to be performed requires blasting, Developer's insurance shall specifically cover that risk.

3. Comprehensive automobile liability insurance with minimum combined single limits of \$1,000,000.00, and covering all owned and non-owned automobiles or trucks used by or on behalf of Developer, in connection with the construction of the Facilities.

IX. NOTICE

A. **Permitted Notice.** Any notice required or permitted under this Agreement must be in writing and must be given by either: (i) personal delivery; (ii) United States certified mail, return receipt requested, with all postage prepaid and properly addressed; (iii) any reputable, private overnight delivery service with delivery charges prepaid and proof of receipt; or (iv) facsimile with confirmation of transmittal. Notice sent by any of the foregoing methods must be addressed or sent to the party to whom notice is to be given, as the case may be, at the addresses or telecopy numbers set forth below:

IF TO UTILITY:
Litchfield Park Service Company
Db a Liberty Water
Attn: Development Services
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392

IF TO DEVELOPER:

City of Avondale
Attn: Charles Andrews, P.E.
11465 West Civic Center Drive
Avondale, AZ 85283
Facsimile: (623) 333-0100

WITH COPY TO DEVELOPER'S ATTORNEY:

Gust Rosenfeld, P.L.C.
Attn: Andrew J. McGuire, Esq.
201 East Washington, Suite 800
Phoenix, AZ 85004

B. Changes. Any party may change its notice information for purposes of delivery and receipt of notices by advising the other parties in writing of the change. Notice provided by the methods described above will be deemed to be received: (i) on the Business Day of delivery, if personally delivered; (ii) on the date which is three (3) days after deposit in the United States mail, if given by certified mail; (iii) on the next regular Business Day after deposit with an express delivery service for overnight, "same day", or "next day" delivery service; No notice will be effective unless provided by one of the methods described above.

X. DISPUTE RESOLUTION

The Parties hereto agree that each will use good faith efforts to resolve, through negotiation, disputes arising hereunder without resorting to mediation, arbitration or litigation. However, to the extent that a dispute arises which cannot be resolved through negotiation, the Parties agree to the following dispute resolution mechanisms:

A. Mediation. The Parties shall first attempt, in good faith, to resolve the dispute through mediation administered by the American Arbitration Association under its Commercial Mediation Rules.

B. Arbitration. If a dispute cannot be resolved as set forth above, the matter shall be submitted to binding arbitration in accordance with the rules of commercial arbitration ("Rules") then followed by the American Arbitration Association ("AAA"), Phoenix, Arizona. If the claim in dispute does not exceed \$20,000, then there shall be a single arbitrator selected by mutual agreement of the parties, and in the absence of agreement, appointed according to the Rules. If the claim in dispute exceeds \$20,000, the arbitration panel shall consist of three (3) members, one of who shall be selected by Developer, one of who shall be selected by Utility, and the third, who shall serve as chairman, whom shall be selected by the AAA. The arbitrator or arbitrators must be knowledgeable in the subject matter of the dispute. The costs and fees of the arbitrator(s) shall be divided equally between the parties. Any decision of the arbitrator(s) shall be supported by written findings of fact and conclusions of law, and shall be based upon sound engineering practice. The decision of the arbitrator(s) shall be final, subject to the exceptions outlined in the Arizona Uniform Arbitration Act, A.R.S. Section 12-1502, et seq., and judgment may be entered upon the same; provided, however, that any decision of the arbitrator(s) may be

appealed to the Superior Court of Maricopa County if it is based on an erroneous interpretation, application discovery in the proceedings and shall award the prevailing party its reasonable attorneys' fees and costs.

XI. MISCELLANEOUS

A. Future Facilities. Any future agreements between Developer and the Utility for the construction of additional water utility facilities within the Development not specifically provided for herein or specified in the attached Exhibits shall be governed by separate agreement(s) in substantially the same form as this Agreement.

B. General Promises. This Agreement may not be modified or amended except by a writing signed by both parties. The Recitals are hereby incorporated by reference and made a part of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. It is the understanding of the Utility and Developer that this Agreement is not effective until Utility receives specific approval of the Commission. DEVELOPER AGREES TO PROVIDE ALL APPROVALS TO CONSTRUCT FOR THE FACILITIES PRIOR TO UTILITY'S SUBMITTAL OF THE AGREEMENT TO THE COMMISSION FOR APPROVAL PURSUANT TO A.A.C. R14-2-406. DEVELOPER ALSO HEREBY ACKNOWLEDGES THAT IT SHALL BEAR ANY AND ALL RISKS ASSOCIATED WITH COMMENCING CONSTRUCTION OF THE FACILITIES PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and expressly supersedes and revokes all other prior or contemporaneous promises, representations and assurances of any nature whatsoever with respect to the subject matter hereof. The remedies provided in this Agreement shall not be deemed exclusive remedies but shall be in addition to all other remedies available at law or in equity. No waiver by either Party of any breach of this Agreement nor any failure by either party to insist on strict performance by the other Party of any provision of this Agreement shall in any way be construed to be a waiver of any future or subsequent breach by such defaulting Party or bar the non-defaulting Party's right to insist on strict performance by the defaulting Party of the provisions of this Agreement in the future. Developer is an independent contractor and not an agent or employee of the Utility. This Agreement shall inure to the benefit of, be binding upon, and be enforceable by the Parties hereto and their respective successors and assigns.

C. , Review/Capacity Warranty. Each party represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it executes this Agreement with full knowledge of the terms of the Agreement.

D. Agreement Subject to Appropriation. Every payment and performance obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City. In the event this provision is exercised, the City shall not be obligated or liable for any future payments or performances or for any damages as a result of termination under this paragraph.

E. **Conflict of Interest.** This Agreement may be canceled by the City pursuant to the provisions of ARIZ. REV. STAT. § 38-511.

F. **E-verify, Records and Audits.** To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties and their respective subcontractors, if any, warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party and the other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Party. The Parties and their respective subcontractors shall cooperate with the other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

G. **Scrutinized Business Operations.** Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Parties each certify that they do not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If either Party determines that the other Party submitted a false certification, the Party making such determination may impose remedies as provided by law including terminating this Agreement.

END OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“Utility”

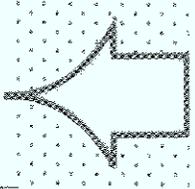
LITCHFIELD PARK SERVICE COMPANY,
DBA LIBERTY WATER
an Arizona public service corporation

Robert Dodds, President

“Developer”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager



ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

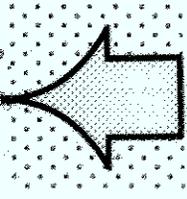
This instrument was acknowledged before me on _____, 2010, by Robert Dodds as President of LITCHFIELD PARK SERVICE COMPANY DBA LIBERTY WATER, an Arizona public service corporation, on behalf of the corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.



Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT "A"

DESCRIPTION AVONDALE NW PUBLIC SAFETY FACILITY PARCEL BOUNDARY

A Parcel of land situated in a portion of the Southeast Quarter of Section 27, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 27, monumented by a Brass Cap in Handhole bearing South 00 degrees 12 minutes 53 seconds West, a distance of 2640.74 feet from the East Quarter corner of said Section 27, monumented by a Brass Cap in Handhole;

THENCE North 00 degrees 12 minutes 53 seconds East, along the East line of said Section 27, a distance of 1335.71 feet;

THENCE departing said East line, North 89 degrees 47 minutes 07 seconds West, a distance of 226.44 feet to the **POINT OF BEGINNING**;

THENCE North 89 degrees 47 minutes 56 seconds West, a distance of 660.09 feet;

THENCE North 00 degrees 00 minutes 06 seconds East, a distance of 61.06 feet;

THENCE North 45 degrees 12 minutes 56 seconds East, a distance of 478.89 feet;

THENCE South 44 degrees 47 minutes 04 seconds East, a distance of 333.45 feet to the beginning of a tangent curve, concave Northerly with a radial bearing of North 45 degrees 12 minutes 56 seconds East, having a radius of 30.00 feet;

THENCE Easterly a distance of 47.11 feet along said curve through a central angle of 89 degrees 58 minutes 45 seconds to a point of non-tangency;

THENCE South 44 degrees 48 minutes 37 seconds East, a distance of 24.00 feet to the beginning of a non-tangent curve, concave Easterly with a radial bearing of South 44 degrees 45 minutes 32 seconds East, having a radius of 30.00 feet;

THENCE Southerly a distance of 47.14 feet along said curve through a central angle of 90 degrees 01 minutes 38 seconds to the beginning of a tangent reverse curve, concave Southwesterly with a radial bearing of South 45 degrees 12 minutes 49 seconds West, having a radius of 90.50 feet;

THENCE Southerly a distance of 71.06 feet along said curve through a central angle of 44 degrees 59 minutes 15 seconds to a point of tangency;

EXHIBIT "A"

THENCE South 00 degrees 12 minutes 04 seconds West, a distance of 40.35 feet to the **POINT OF BEGINNING**.

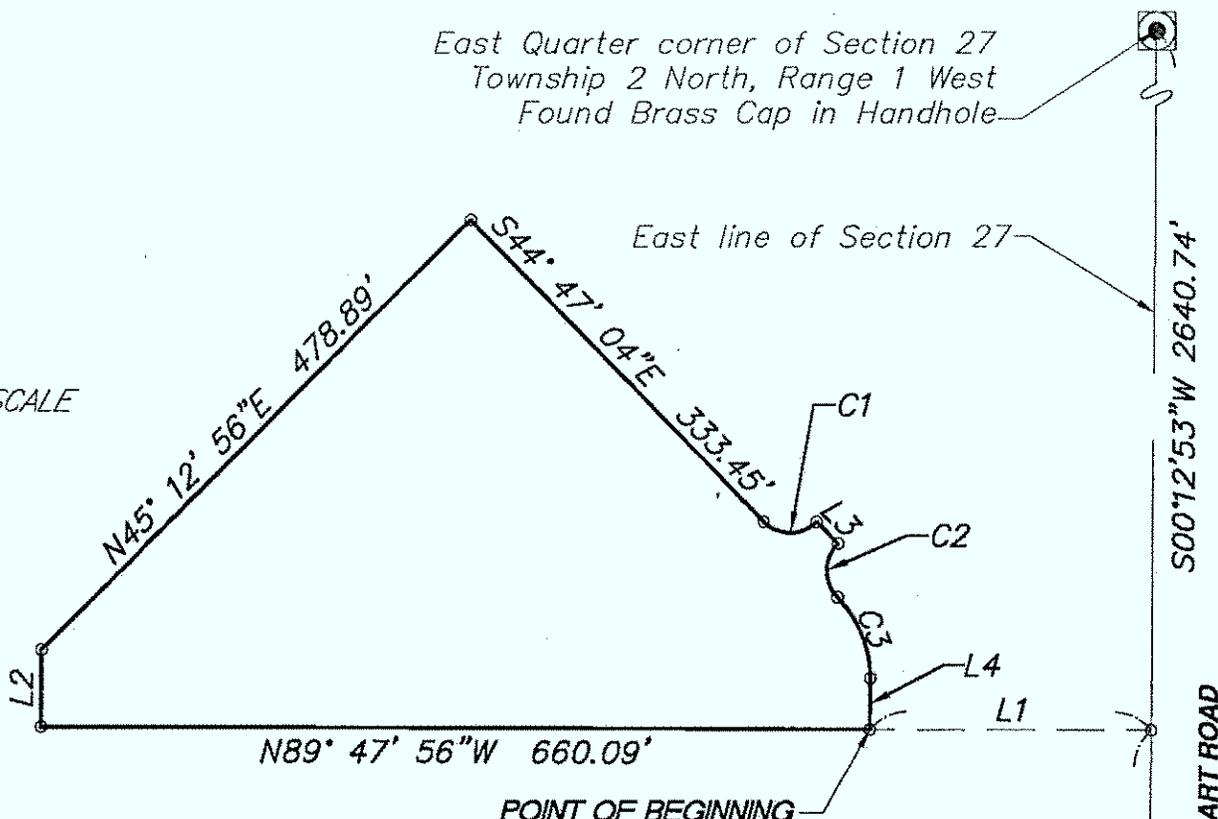
Containing a computed area of 155,707 square feet or 3.5745 acres more or less.
The attached Exhibit "A" is to be included and made part of this description.



EXHIBIT "A"



NOT TO SCALE



East Quarter corner of Section 27
Township 2 North, Range 1 West
Found Brass Cap in Handhole

East line of Section 27

S00°12'53"W 2640.74'

DYSART ROAD

N0°12'53"E 1335.71'

BASIS OF BEARINGS

THOMAS ROAD

MARICOPA COUNTY COMMUNITY
COLLEGE DISTRICT
A.P.N. 501-71-936

Southeast corner of Section 27
Township 2 North, Range 1 West
Found Brass Cap in Handhole.
POINT OF COMMENCEMENT.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°47'07"W	226.44'
L2	N0°00'06"E	61.06'
L3	S44°48'37"E	24.00'
L4	S0°12'04"W	40.35'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	47.11'	30.00'	89°58'45"
C2	47.14'	30.00'	90°01'38"
C3	71.06'	90.50'	44°59'15"

FILE:V:\JOBS\2008\10-0826\DWGS\ACAD\EXHIBIT\0826BDY-EXH.dwg DATE:Oct, 24 2008 TIME: 07:48 am



Dibble
Engineering

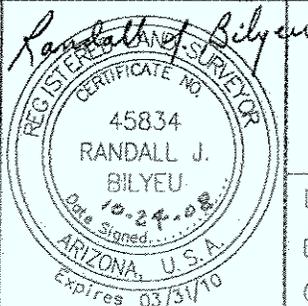


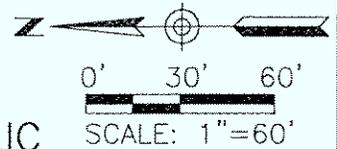
EXHIBIT "A"
AVONDALE NW PUBLIC SAFETY
FACILITY PARCEL BOUNDARY

DATE: OCTOBER 2008
DRN. GDS
CHK: RJB

PROJECT NUMBER
PAGE
3 OF 3

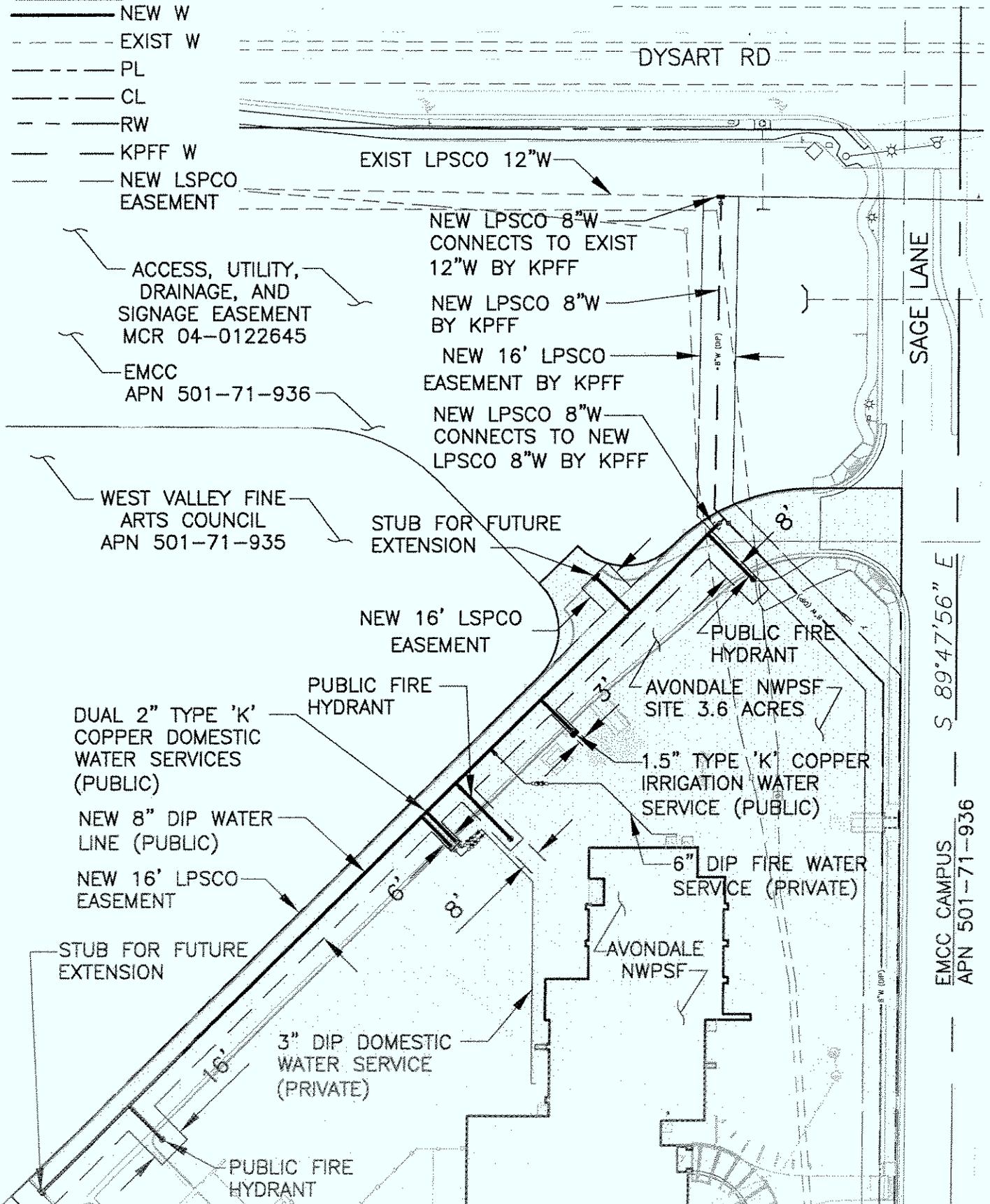
DIBBLE ENGINEERING
PROJECT NO. 10-0826

EXHIBIT "B"
WATER FACILITIES MAP
AVONDALE NORTHWEST PUBLIC
SAFETY FACILITY(NWPSF)



LEGEND

- NEW W
- EXIST W
- PL
- CL
- RW
- KPFF W
- NEW LSPCO EASEMENT



ACCESS, UTILITY,
DRAINAGE, AND
SIGNAGE EASEMENT
MCR 04-0122645

EMCC
APN 501-71-936

WEST VALLEY FINE
ARTS COUNCIL
APN 501-71-935

EXIST LSPCO 12"W

NEW LSPCO 8"W
CONNECTS TO EXIST
12"W BY KPFF

NEW LSPCO 8"W
BY KPFF

NEW 16' LSPCO
EASEMENT BY KPFF

NEW LSPCO 8"W
CONNECTS TO NEW
LSPCO 8"W BY KPFF

STUB FOR FUTURE
EXTENSION

NEW 16' LSPCO
EASEMENT

DUAL 2" TYPE 'K'
COPPER DOMESTIC
WATER SERVICES
(PUBLIC)

NEW 8" DIP WATER
LINE (PUBLIC)

NEW 16' LSPCO
EASEMENT

STUB FOR FUTURE
EXTENSION

3" DIP DOMESTIC
WATER SERVICE
(PRIVATE)

PUBLIC FIRE
HYDRANT

AVONDALE NWPSF
SITE 3.6 ACRES

1.5" TYPE 'K' COPPER
IRRIGATION WATER
SERVICE (PUBLIC)

6" DIP FIRE WATER
SERVICE (PRIVATE)

AVONDALE
NWPSF

SAGE LANE

S 89°47'56" E

EMCC CAMPUS
APN 501-71-936

EXHIBIT 'C'

DIBBLE PROJECT NO. 10-0826

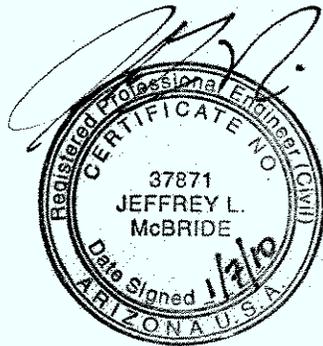
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

January 7, 2010

Public Water Main - LPSCO Owned & Maintained

ITEM	QUANTITY	UNIT	UNIT COST ¹	TOTAL
8" DIP CLASS 350 WATER LINE W/FITTINGS	452	LF	\$50	\$22,600
1.5" TYPE 'K' IRRIGATION WATER SERVICE	1	EA	\$1,000	\$1,000
2" Type 'K' DOMESTIC WATER SERVICE	2	EA	\$2,000	\$4,000
FIRE HYDRANT ASSEMBLY COMPLETE	3	EA	\$1,500	\$4,500
Engineering Design Fees	1	LS	\$7,500	\$7,500
Permits	1	LS	\$4,000	\$4,000
TOTAL				\$43,600

NOTES: 1. Unit prices are based on an early utility package for utility work completed prior to remaining site improvements.



EXPIRES 9.30.11

**SEWER SERVICE AGREEMENT
BETWEEN
LITCHFIELD PARK SERVICE COMPANY
DBA LIBERTY WATER
AND
THE CITY OF AVONDALE**

This SEWER SERVICE AGREEMENT ("Agreement"), dated January ___ 2010, is made between Litchfield Park Service Company dba Liberty Water, an Arizona public service corporation ("LPSCO"), its successors or assigns, and City of Avondale, an Arizona municipal corporation ("Applicant"), its successors or assigns, for the connection of certain wastewater facilities to LPSCO's wastewater collection main located in Goodyear, Arizona.

RECITALS

WHEREAS, LPSCO represents and warrants to Applicant that it is a public service corporation, and holds a Certificate of Convenience and Necessity ("CC&N") granted by the Arizona Corporation Commission ("Commission"), as well as other required permits and governmental approvals authorizing it to serve the public with wastewater utility service in Goodyear, Arizona; and

WHEREAS, Applicant desires to connect wastewater facilities (the "Facilities") to a wastewater collection main owned by LPSCO for the purpose of securing wastewater utility service for an approximately 3.57 acre commercial property known as the Avondale Northwest Public Safety Facility (the "Property"), at a point shown in **Exhibit "A"** hereto (the "Connection"); and

WHEREAS, LPSCO's Off-Site Facilities Hook-Up Fee Tariff, approved in Commission Decision No. 69165, requires LPSCO to charge Applicant a hook-up fee for each new service lateral to be served by the Connection.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LPSCO and Applicant hereby agree as follows:

1. **Reimbursement for Inspection Costs, Overhead and Other Expenses of Utility.** Upon execution of this Agreement, Developer shall submit the Deposit, defined herein, to Utility for Utility's reasonable fees, costs and expenses incurred in connection with its review of the engineering plans and specifications for the Facilities, and inspection and testing of the Facilities during and after their construction, and other fees, costs and expenses reasonably and necessarily incurred by Utility with respect to preparation of this Agreement, as well as other necessary administrative, engineering or legal services (collectively, "Administrative Costs").

The amount of the Deposit shall be **\$2,500**. In the event Utility's Administrative Costs exceed the amount of the Deposit, Utility shall provide Developer invoices supporting such Administrative Costs, and payment shall be made by Developer on or before the fifteenth (15th) day of the calendar month following the month in which Utility's invoice is received by Developer.

2. **Capacity Advance.** For purposes of this Agreement, the payment for off-site treatment facilities shall include Applicant's pro-rata share of sewer treatment plant, sludge disposal facilities, effluent disposal facilities and related appurtenances necessary for proper operation, and shall include engineering design and permitting costs if applicable, as well as administrative costs ("Capacity Advance"). The estimated Capacity Advance for the Property is **\$15,900.00**. This estimate shall be valid for up to **ONE YEAR** after the execution of this Agreement. If construction of the Facilities has not been completed by this deadline, the estimated Capacity Advance is thereafter subject to change based on the cost of gallons per day capacity required for each equivalent dwelling unit within the Property.

- a) **Hook-Up Fee.** Applicant seeks wastewater service for a commercial property located within LPSCO's CC&N, and hereby agrees to pay, in addition to the Capacity Advance, defined above, **\$17,885.00** (\$2,450 per service lateral based on a Residential Equivalent Unit of 320 gpd) at the time wastewater service is requested for the Property. ("HUF Payment").
- b) **Time of Payment.** Applicant shall pay to LPSCO the Capacity Advance in the amount of **\$15,900.00** within five (5) business days after Applicant's receipt of a fully executed copy of this Agreement. Failure to make timely payment may be considered by LPSCO as a material default under this Agreement. LPSCO'S OBLIGATIONS UNDER THIS AGREEMENT SHALL NOT COMMENCE UNTIL THE CAPACITY ADVANCE IS ESTABLISHED OR PAID IN ACCORDANCE HEREWITH. LPSCO SHALL HAVE THE OPTION TO TERMINATE THIS AGREEMENT AT ANY TIME IF APPLICANT FAILS TO TIMELY ESTABLISH OR PAY THE CAPACITY ADVANCE WITHIN 30 CALENDAR DAYS OF THE EXECUTION OF THIS AGREEMENT. Applicant shall pay to LPSCO the HUF Payment in the amount of **\$17,885.00** within five (5) business days after Applicant's receipt of a fully executed copy of this Agreement. Failure to make timely payment may be considered by LPSCO as a material default under this Agreement..

3. **Connection.** The construction of the Facilities and Connection shall be in accordance with plans and specifications (and any material changes thereto) which have been (i) prepared in accordance with good wastewater utility practice as generally Avondale Northwest Public Safety Facility accepted in Maricopa County, and with all applicable rules, regulations and requirements of all regulatory agencies having jurisdiction, (ii) approved, in writing, by LPSCO, which approval shall not be unreasonably conditioned, delayed or denied, and (iii)

approved, in writing, by any governmental entity having authority over the Connection ("Approved Plans"). LPSCO shall provide to Applicant its written approval or disapproval with comments, of any plans and specifications for the Connection within thirty (30) calendar days after submittal of such plans and specifications. If such plans and specifications are disapproved by LPSCO, LPSCO's approval of such plans and specifications shall be provided within thirty (30) calendar days after resubmittal of such plans and specifications incorporating LPSCO's comments to the originally submitted plans and specifications. The Approved Plans shall be incorporated herein by reference and made part of this Agreement. Applicant shall not commence construction of the Facilities or Connection prior to the issuance of any Approved Plans.

4. **Service.** The Connection is being installed for the purpose of providing wastewater utility service to Applicant's Property, consistent with LPSCO's tariffs and Commission Rules and Regulations. Applicant acknowledges that wastewater utility service shall not commence for the Property until LPSCO receives the Capacity Advance and HUF payments when due and payable as set forth in Paragraph 2.

5. **Applicable Rates.** It is mutually understood and agreed that the charges for the service shall be at the applicable wastewater rates of LPSCO, which are currently on file with the Commission. Those rates are subject to change from time to time upon application of LPSCO and approval by the Commission.

6. **Prohibition Against Further Connections.** Applicant acknowledges that the estimated Capacity Advance in the Agreement is based on wastewater service requirements for the Property and that the connection of new buildings not identified in **Exhibit "A"** is strictly prohibited. In the event Applicant is required to expand wastewater service to new buildings on lands adjoining the Property ("New Services"), it shall be required to enter into a separate Sewer Service Agreement for such New Services. Applicant's failure to comply with this requirement shall constitute a material breach of this Agreement.

7. **Attorney's Fees.** The prevailing party in any litigation or other proceeding concerning or related to this Agreement, or the enforcement of thereof, shall be entitled to recover its costs and reasonable attorneys' fees.

8. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Arizona. This Agreement, and each and every term and condition contained herein, shall be binding upon and inure to the benefit of the successors and assigns of LPSCO and Applicant. This Agreement sets forth the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements between them, except as otherwise expressly provided herein. No change in, addition to, or waiver of any provisions of this Agreement shall be binding upon either party unless in writing and signed by both parties. Each party represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it executes this Agreement with full knowledge of the terms of the Agreement. This Agreement is not to be construed against the drafter.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“LPSCO”

LITCHFIELD PARK SERVICE COMPANY,
DBA LIBERTY WATER
an Arizona public service corporation

Robert Dodds, President

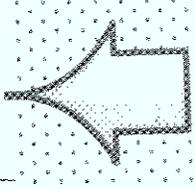
“Applicant”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk



(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010,
by Robert Dodds as President of LITCHFIELD PARK SERVICE COMPANY DBA LIBERTY
WATER, an Arizona public service corporation, on behalf of the corporation.

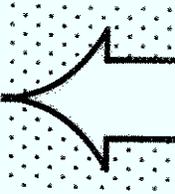
Notary Public in and for the State of Arizona

My Commission Expires:

Initials JD

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

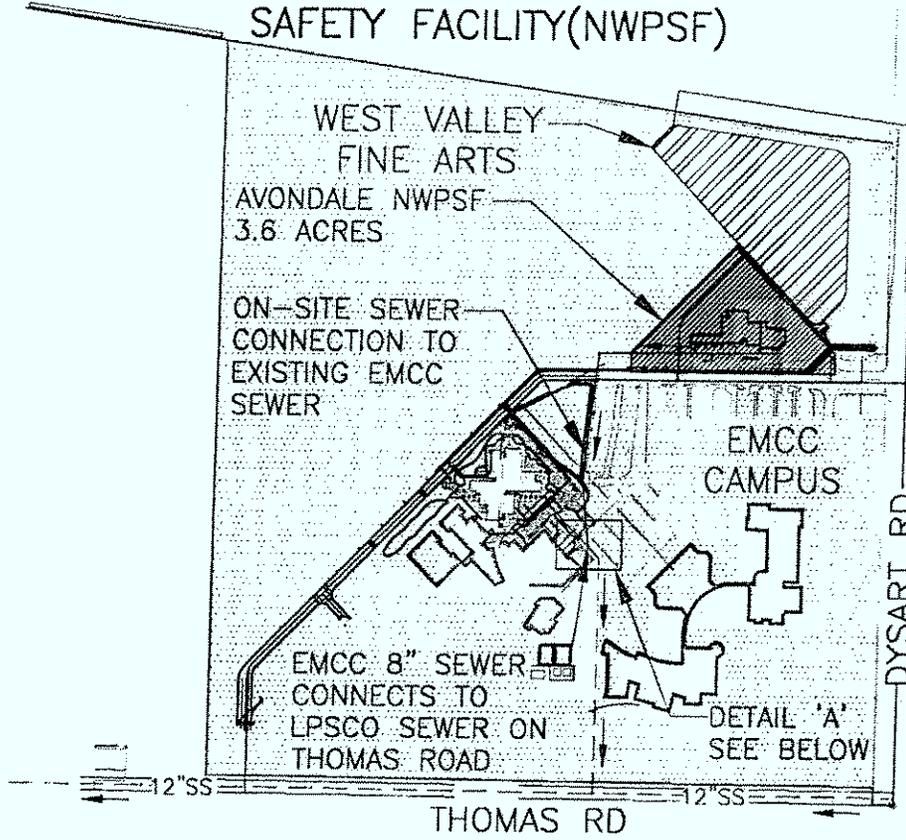
This instrument was acknowledged before me on _____, 2010,
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation, on behalf of the City of Avondale.



Notary Public in and for the State of Arizona

My Commission Expires:

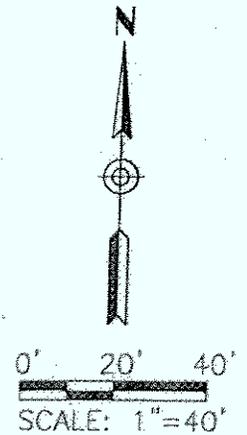
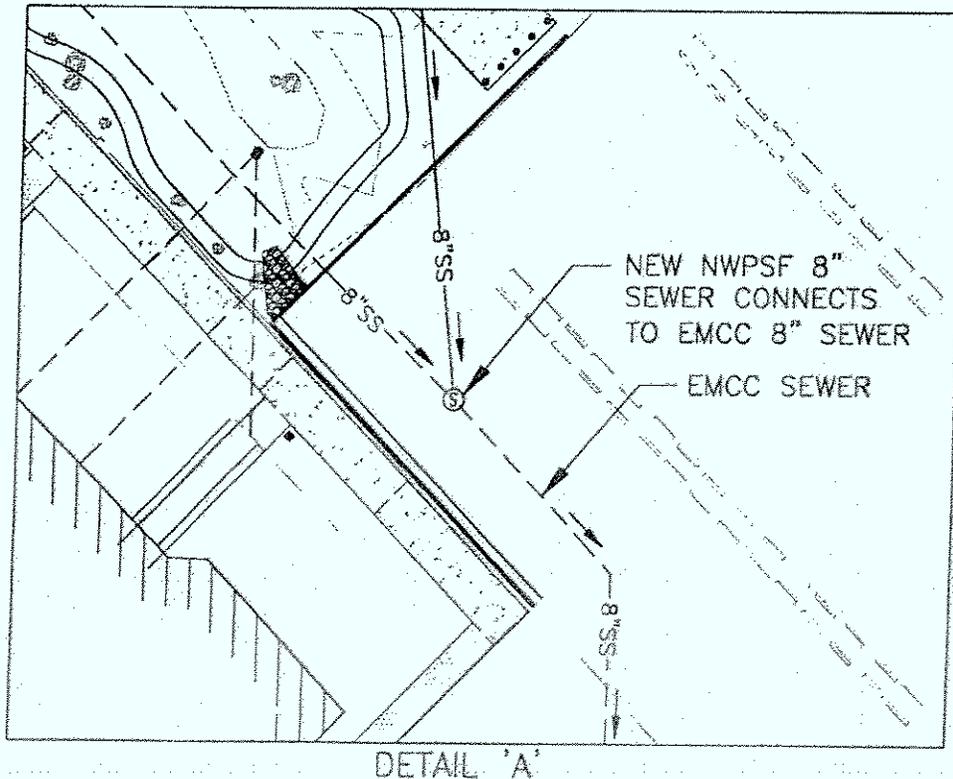
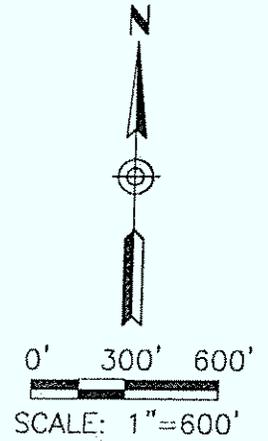
EXHIBIT "A"
SEWER FACILITIES MAP
AVONDALE NORTHWEST PUBLIC
SAFETY FACILITY(NWPSF)

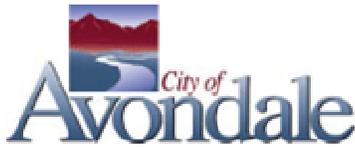


LEGEND

- 8"SS — NEW SS
- 8"SS - EX SS
- PL
- - - CL
- - - RW
- ⊙ EX SSMH
- ⊙ NEW SSMH

SAGE LANE





CITY COUNCIL REPORT

SUBJECT:

Resolution 2886-210 - In support of a HOME grant application

MEETING DATE:

February 1, 2010

TO: Mayor and Council

FROM: Gina Montes, Neighborhood and Family Services Director (623)333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a resolution supporting an application by Housing Our Communities Inc. (HOC) to Maricopa County for federal HOME funds to expand home buyer assistance activity in Avondale, certifying such activity is in conformance with the Consolidated Plan and accepting responsibilities for contract oversight.

BACKGROUND:

HOC is a non-profit Community Housing Development Organization (CHDO) currently operating the City's Homebuyer Assistance program. HOC is applying to the Maricopa HOME Consortia for \$600,000 in competitive CHDO HOME funds to expand its Avondale program and assist approximately 15 additional low-income home buyers with the purchase of homes in Avondale. CHDO HOME funds will be used for acquisition, rehabilitation, home buyer counseling, down payments and closing costs. Maricopa County requires that the local government having jurisdiction over the service area in which grant activities are proposed approve the application and agree to assist with the administration of the contract. Neighborhood and Family Services Department (NFSD) staff is able to perform the necessary contract administration duties as necessary should CSA receive the HOME grant award. NFSD staff has issued written certification to HOC that the proposed home buyer assistance activity is consistent with the City of Avondale Consolidated Plan.

DISCUSSION:

Maricopa County is the lead agency for the Maricopa HOME Consortia which receives approximately \$7 million annually in HOME funds from the U.S. Department of Housing and Urban Development and allocates it based on a formula among its member governments of Avondale, Gilbert, Glendale, Mesa, Peoria, Scottsdale, and Tempe. Approximately \$900,000 (15%) is set aside and made available on a competitive basis to CHDOs operating within member jurisdictions. The CHDO Review Subcommittee will rank all applications received according to a feasibility analysis and make recommendations to the Consortia Governing Body who will forward final selections to the Maricopa County Board of Supervisors for approval.

If HOC's application is successful, the HOME funds will be provided through a contract between HOC and Maricopa County. Avondale would be named in the contract as the Contract Administrator and assigned oversight duties including approving pay requests, monitoring performance, and ensuring compliance with federal regulations. Payments under the contract are made by the Maricopa County Community Development Department as are all final authorizations regarding contract amendments. Final responsibility for the activity rests with Maricopa County.

This application by HOC to the HOME Consortia was initiated by HOC. Neighborhood and Family Services staff recommend endorsement of the application based on HOC's capacity and

performance with the current Avondale home buyer program. HOC is currently in compliance with its Avondale Neighborhood Stabilization Program (NSP) Homebuyer Assistance Program contract. HOC has closed 20 loans and is maintaining service delivery at the rate necessary to complete its NSP contract obligations by the contract deadline.

BUDGETARY IMPACT:

No City of Avondale funding is necessary from grant or General Fund resources.

RECOMMENDATION:

Staff recommends that the City Council approve a resolution supporting an application by Housing Our Communities Inc. (HOC) to Maricopa County for federal HOME funds to expand home buyer assistance activity in Avondale, certifying such activity is in conformance with the Consolidated Plan and accepting responsibilities for contract oversight.

ATTACHMENTS:

Click to download

 [Resolution 2886-210](#)

RESOLUTION NO. 2886-210

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, CERTIFYING COMPLIANCE WITH THE CONSOLIDATED PLAN AND ADMINISTRATIVE COMMITMENT AND AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR, AND ACCEPTANCE OF, FEDERAL HOME FUNDS BY HOUSING OUR COMMUNITIES, AN ARIZONA NON-PROFIT CORPORATION, TO THE MARICOPA HOME CONSORTIUM.

WHEREAS, Housing our Communities (“HOC”) is a non-profit Community Housing Development Organization (“CHDO”) which has a history of community service in Avondale and has among its purposes the provision of affordable housing for low and moderate income households; and

WHEREAS, HOC has applied to the Maricopa HOME Consortium for federal HOME Investment Partnerships Program (“HOME”) funding; and

WHEREAS, if funded the activity supported with HOME funds is located within its jurisdictional boundaries, the City of Avondale (the “City”) will be the administrator of the contract between HOC and the Maricopa HOME Consortium; and

WHEREAS, the activity that HOC proposes meets the priorities identified in the City of Avondale Consolidated Plan as approved by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals set forth above are hereby incorporated as if fully set forth herein.

SECTION 2. The City of Avondale (i) supports HOC in its application to the Maricopa HOME Consortium for federal funding and recognizes that the intended use of such funds are in conformance with the City’s Consolidated Plan and (ii) commits to administering the contract and approving the assignment to the City of Beneficial Interests under the loan agreement, deed of trust, promissory note and restrictive covenants, between Maricopa County and HOC if the CHDO activity is funded.

SECTION 3. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Grant Applications and any resulting grants and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, February 1, 2010.

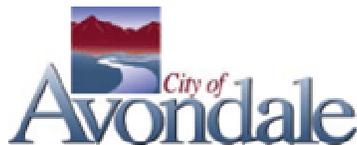
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:
Proposed Pretreatment Ordinance

MEETING DATE:
February 1, 2010

TO: Mayor and Council
FROM: Wayne Janis, P.E., Water Resources Director (623)333-4444
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Water Resources Department is requesting the Council's guidance as to particular aspects of the proposed pretreatment ordinance (the "Ordinance"). The Ordinance will give the City the legal authority to implement and enforce the required elements of a compliant wastewater pretreatment program (the "Program").

BACKGROUND:

The City is authorized by ARIZ. REV. STAT. § 49-391 to adopt, amend or repeal any ordinances necessary for implementing and enforcing the pretreatment requirements under the Act, as amended, but the City does not currently have a comprehensive Ordinance or Program in place to prevent the discharge of pollutants into its treatment system.

Implementation of a Program is required by the Federal Water Pollution Control Act, as amended, also known as the Clean Water Act (collectively referred to as the "Act"). A Program must, among other things, prevent the discharge of pollutants into the City's publicly owned treatment works by use of individual or general wastewater discharge permits, require compliance with effluent discharge limits, require periodic monitoring and reporting and provide enforcement procedures and penalties for non-compliance with the Program.

Early in 2009, ADEQ reviewed a previous version of the Ordinance and provided comments and recommendations. Those recommendations were incorporated into the Ordinance prior to review by the City Attorney's office. A general overview of the Ordinance was presented in a Council Work Session on August 10, 2009. Since then, ADEQ has provided the City with additional verbal guidance as to the required components of the Ordinance. The Ordinance, as attached to the February 1, 2010 Agenda, is modeled after the U.S. EPA's model sewer use ordinance and pretreatment ordinances enacted by other cities in the Phoenix area.

Prior to final adoption of the Ordinance, ADEQ must review and approve the Ordinance. Council guidance is sought as to the particular policy items described below prior to submittal for regulatory review by ADEQ. Upon receipt of any additional ADEQ comments, the Ordinance, in final form, will be presented to Council at a subsequent meeting for approval and adoption, as and if revised by ADEQ.

DISCUSSION:

The following policy items have been identified by staff as requiring Council guidance as to preferred alternatives and are presented for discussion by the Council: Policy Item #1

- Federal and state law requires the establishment of local limits to regulate discharge of certain pollutants into the publicly owned treatment works. The Ordinance incorporates local limits

established by the Cities of Glendale, Mesa, Phoenix, Scottsdale and Tempe as part of the Sub-Regional Operating Group (the "SROG"). ADEQ encourages temporary adoption of the SROG limits as a placeholder until the City can procure and complete its own local limit study. Staff recommends adoption of the SROG limits as suggested by ADEQ.

Policy Item #2

- Federal and state law requires a system of individual permitting or individual and general permitting. Staff recommends individual and general permitting system.

Policy Item #3

- Federal and state law require authority to obtain remedies for non-compliance with any Pretreatment Standard, as defined in the Ordinance. The City must have authority to seek or assess civil or criminal penalties in the amount of at least \$1,000 per day per violation. The Ordinance authorizes a civil penalty, greater than \$1,000, up to \$25,000 per day per violation. The Ordinance authorizes criminal penalty of \$2,500 per day per violation and up to six months imprisonment. Staff requests that the Council direct Staff as to acceptable civil and criminal penalty amounts.

The Discussion will be aided by Powerpoint presentation to be given by Wayne Janis and/or Lynn Lichtenberger. The presentation will explain the following:

- Why it is necessary to have the Pretreatment Ordinance
- The Permitting process of obtaining the permit as well as the multifaceted responsibilities of the permittee
- Adoption of Local Limits and what that means
- Administrative and Judicial enforcement steps

Policy Item #4

- Federal and state law allow the City to include in the Ordinance a number of "supplemental enforcement actions." These provisions are included in the proposed Ordinance and can be found in Section 24-202(a) - (h). Inclusion of any of these provisions is optional. Staff recommends inclusion of each supplemental enforcement action to provide the City with the strongest enforcement authority possible and requests direction as to each.

BUDGETARY IMPACT:

Funding for this program for fiscal year 2009 - 2010 will be from the Water Reclamation Facility operation and maintenance budget.

RECOMMENDATION:

Staff requests the Council's direction regarding the proposed ordinance. It is expected that Council will consider final adoption of the ordinance on February 8, 2010.

ATTACHMENTS:

Click to download

 [Draft Ordinance](#)

**CITY OF AVONDALE
PRETREATMENT ORDINANCE**

Article VIII PRETREATMENT

24-190	General Provisions
24-191	Definitions
24-192	General Discharge Requirements
24-193	Pretreatment of Wastewater
24-194	Individual or General Wastewater Discharge Permit Required
24-195	Individual and General Wastewater Discharge Permit Issuance
24-196	Reporting Requirements
24-197	Inspection and Compliance Monitoring
24-198	Confidential Information
24-199	Publication of Users in Significant Non-Compliance
24-200	Administrative Enforcement Remedies
24-201	Judicial Enforcement Remedies
24-202	Supplemental Enforcement Action
24-203	Affirmative Defenses to Discharge Violations
24-204	Wastewater Treatment Rates [Reserved]
24-205	Miscellaneous Provisions

24-190 General Provisions.

(a) Purpose and Policy. The purpose of the City of Avondale Pretreatment Program, as established herein, is to set forth requirements for Users and potential Users of the City of Avondale’s Wastewater collection and treatment system, which is the City’s POTW. The program enables the City to protect public health and the environment in conformity with all applicable local, State, and Federal laws, including, but not limited to, the ACT (33 U.S.C. § 1251 *et seq.*) and the General Pretreatment Regulations (40 CFR Part 403). The objectives of this article are:

- (1) To prevent the introduction of pollutants into the POTW, which will cause Interference with the operation of the treatment facility or contaminate the collection system, and or cause worker health and safety problems.
- (2) To regulate the disposal of industrial Wastewater into the sanitary wastewater collection system, thereby achieving compliance with Pretreatment regulations as required under Federal General Pretreatment Regulations, Categorical Standards, State and local source control ordinances.
- (3) To improve the opportunity to reclaim and recycle Wastewater and biosolids for both the IU side and the POTW.
- (4) For health and safety protection of both the environment and the public.
- (5) To prevent IUs from illegally discharging pollutants into the storm sewers.

(b) **Applicability.** This article shall apply to all Users of the POTW. This article authorizes the issuance of individual Wastewater discharge permits or general permits; provides for all Users who are connected to the POTW, or Persons proposing to connect their property to the POTW; for industrial and domestic discharge of Wastewater into the POTW. These rules also authorize inspections, monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program and rules defined herein.

(c) **Administration.** Except as otherwise stated herein, the Director shall administer, implement, and enforce the provisions of this article. Any powers granted to or duties imposed upon the Director may be delegated by the Director to other City personnel.

(d) **Right of Revision.** The Director reserves the right to amend these rules to provide for more stringent Standards, limitations or requirements for the use of the POTW where deemed necessary to achieve the objectives as set forth in Section 24-190(a) or to obtain compliance with any provision of this article.

24-191 Definitions.

(a) **Definitions.** Unless a provision explicitly states otherwise, the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

“*ARIZ. ADMIN. CODE.*” mean the Arizona Administrative Code.

“*Accidental Spill Prevention Plan (ASPP)*” means a set of procedures that will minimize the chance of an accidental spill or Discharge of material into the City’s collection or treatment system, that will damage or cause Interference to or Pass Through the City’s system.

“*Act*” or “*the ACT*” means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 *et seq.*

“*Approval Authority*” means the Arizona Department of Environmental Quality (“ADEQ”) or U.S. Environmental Protection Agency (“EPA”).

“*ARIZ. REV. STAT.*” means Arizona Revised Statutes.

“*Authorized Representative of the User*”

(1) If the User is a corporation:

(A) The president, secretary, treasurer, or a vice-president of the corporation in charge of principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(B) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual Wastewater discharge permit or general permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

(2) If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively;

(3) If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or his/her designee;

(4) The individuals described in subsections (1) through (3) above may designate another authorized representative if the designation is dated and in writing, the designation specifies the individual or position responsible for the overall operation of the facility from which the Discharge originates or having overall responsibility for environmental matters for the company, and the written designation is submitted to the City.

“*AZPDES Permit*” means an Arizona Pollutant Discharge Elimination System Permit.

“*Best Management Practices (BMP)*” means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 24-190(a) and 40 CFR 403.5(a)(1) and (b). BMPs include, without limitation, treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. BMPs also include, without limitation, alternative means (i.e. management plans) of complying with, or in place of certain established Categorical Pretreatment Standards and effluent limits.

“*Biochemical Oxygen Demand (BOD)*” means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade as measured utilizing applicable analytical procedures defined in the most recent publication of “Standard Methods for the Examination of Water and Wastewater.” Usually expressed as a concentration of mp/l and/or ppm.

“*BMR*” means a Baseline Monitoring Report.

“*Categorical Industrial User (CIU)*” means an Industrial User subject to a Categorical Pretreatment Standard or Categorical Standard.

“*Categorical Pretreatment Standard or Categorical Standard*” means any regulation containing pollutant Discharge limits promulgated by the U.S. EPA in accordance with Sections

307 (b) and (c) of the ACT (33 U.S.C. 1317) which apply to a specific category of Users and which appear in 40 CFR Chapter I, subchapter N, Parts 405-471.

“*CFR*” means Code of Federal Regulations.

“*City*” means the City of Avondale, located in Maricopa County, in the State of Arizona.

“*Color*” means the optical density at the visual wave length of maximum absorption, relative to distilled water. One-hundred percent (100%) transmittance is equivalent to zero (0.0) optical density.

“*Composite Sample*” means the sample resulting from the combination of individual Wastewater samples taken from a discharge at selected intervals based on an increment of either flow or time.

“*Control Authority*” means the City of Avondale.

“*Cooling Water/Non-contact Cooling Water*” means water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product. Cooling water may be generated from any use, such as air conditioning, heat exchangers, cooling or refrigeration to which the only pollutant added is heat.

“*Daily Maximum*” means the arithmetic average of all effluent samples for a pollutant collected during a calendar day.

“*Director*” means Person designated by the City of Avondale to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this article. The term also means a Duly Authorized Representative of the Director.

“*Discharge or Indirect Discharge*” means the introduction of pollutants into the POTW from any non-domestic source including, but not limited to, any non-domestic source regulated under Section 307(b), (c), or (d) of the ACT.

“*Discharge Agreement*” means explicit written terms and conditions for discharging to the POTW issued to a User. The agreement may contain appropriate Pretreatment Standards or Requirements, including the obligations of the User to own, operate, and maintain a Pretreatment facility, as set forth in these rules. Discharge Agreements may be granted for a specific period of time up to five (5) years.

“*Domestic User (Residential Equivalent User)*” means any Person who contributes, causes, or allows the contribution of Wastewater into the POTW that is of a similar volume and/or chemical make-up as that of the Sewage from a residential dwelling unit. Wastewater contributions from a residential dwelling unit include approximately one-hundred (100) gallons per capita per day, 0.2 pounds of BOD per capita per day, and 0.17 pounds of TSS per capita per day.

“EPA” means the United States Environmental Protection Agency, the Regional Water Management Division Director, or other duly authorized official of said agency.

“Existing Source” means any source of Discharge that is not a “New Source.”

“FIFRA” means Federal Insecticide Fungicide Rodenticide Act.

“FOG” means fats, oils, and grease.

“gpd” means gallons per day.

“Grab Sample” means a sample that is taken from a wastestream discharge, without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

“Industrial User (IU)” means a source of Indirect Discharge, which can introduce pollutants into a POTW from any non-domestic source regulated under section 307(b), (c) or (d) of the ACT.

“Instantaneous Limit” means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

“Interference” means a Discharge, that alone or in conjunction with a Discharge or Discharges from other sources inhibits, disrupts or damages the POTW, its treatment processes or operations or its solids handling processes, use or disposal; and therefore, is a cause of a violation of the City’s AZPDES Permit or of the prevention of biosolids use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder; or any more stringent State or local regulations: section 405 of the ACT, the SWDA, including Title II commonly referred to as the RCRA; any State regulations contained in any State sludge or biosolids management plan prepared pursuant to Subtitle D of the SWDA, the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

“Local Limit” means specific discharge limits developed and enforced by the City upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

“Lower Explosive Limit (LEL)” means the concentration of a particular gas, or mixture of gases, which will cause an explosion when the gas, or gases, is, or are mixed with air and then ignited.

“Maximum Allowable Discharge Limit” means the maximum concentration, or loading, of a pollutant allowed to be discharged into the POTW at any time, determined from the analysis of any grab or Composite Sample collected.

“*Medical Waste*” means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

“*mg/l*” means milligrams per liter.

“*Monthly Average*” means the sum of all “daily Discharges” measured during a calendar month divided by the number of “daily Discharges” measured during that month.

“*Monthly Average Limit*” means the highest allowable average of “daily Discharges” over a calendar month, calculated as the sum of all “daily Discharges” measured during a calendar month divided by the number of “daily Discharges” measured during that month.

“*New Source*” means:

(1) Any building, structure, facility, or installation from which there is or may be discharge of pollutants into the POTW, the construction of which commenced after the publication of proposed Pretreatment Standards under Section 307(c) of the ACT that will be applicable to such source if such Pretreatment Standards are thereafter promulgated in accordance with that section, provided that:

(A) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(B) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or

(C) The production or Wastewater generating processes of the building, structure, facility, or installation is substantially independent of an Existing Source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility engages in the same general type of activity as the Existing Source, should be considered.

(2) Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section 24-191(a)(2) or (3) but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a New Source as defined under this Section has commenced if the owner or operator has:

(a) Begun, or caused to begin, as part of a continuous onsite construction program.

(i) any placement, assembly, or installation of facilities or equipment; or

(ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of New Source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation within a reasonable time. Options to purchase or contracts that can be terminated or modified without substantial loss and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this Section.

“*New User*” means for non-categorical Users, a “New User” is not a New Source and is defined as a User that applies to the City for a new, or superseding, Side Sewer Permit or any Person who occupies an existing building and plans to discharge Wastewater to the POTW after the effective date of these rules

“*Non-Compliance*” means for the purpose of these rules, not complying with, or otherwise violating, any requirements contained herein.

“*NPDES*” means National Pollutant Discharge Elimination System.

“*NSCIU*” means a Non-significant Categorical Industrial User.

“*O&M*” means Operation and Maintenance.

“*Pass Through*” means a discharge which exits the POTW into waters of the State of Arizona or the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, including Sewage from domestic sources, is a cause in whole or in part of a violation of a water quality standard or any requirement of the City’s AZPDES Permit including an increase in the magnitude or duration of a violation.

“*Person*” or “*person*” means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State and local entities.

“*pH*” means a measurement of the acidity or alkalinity of a solution as measured utilizing applicable analytical procedures defined in the most recent publications of “Standard Methods for the Examination of Water and Wastewater,” expressed in Standard units.

“*Pollutant*” or “*pollutant*” means any dredged spoil, solid waste, incinerator residue, Sewage, garbage, Sewage sludge, biosolids, munitions, Medical Wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand,

cellar dirt, agricultural and industrial wastes, and certain characteristics of Wastewater (e.g., pH, temperature, TSS, turbidity, Color, BOD, toxicity, or odor).

“*ppm*” means parts per million.

“*Pretreatment*” means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in Wastewater prior to, or in lieu of, discharging or otherwise introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.

“*Pretreatment Requirements*” means any substantive or procedural requirement related to Pretreatment imposed on a User, other than a Pretreatment Standard.

“*Pretreatment Standard or Standards*” means any Prohibited Discharge Standards, Categorical Pretreatment Standards, and any Local Limits established by the City.

“*Prohibited Discharge Standards or Prohibited Discharge*” means absolute prohibitions against the Discharge of certain substances; these prohibitions appear in Section 24-190 of this article.

“*Publicly Owned Treatment Works or POTW*” means a treatment works, as defined by section 212 of the ACT (33 U.S.C. § 1292) which is owned by the City. This definition includes any device or system used in the collection, storage, treatment, recycling, and reclamation of Sewage or industrial wastes of a liquid nature and any conveyances, which convey Wastewater to a treatment plant.

“*RCRA*” means Resource Conservation and Recovery Act.

“*Septic Tank Waste (Septage)*” means any Sewage from holding tanks such as: vessels, chemical toilets, campers, trailers, and septic tanks.

“*Sewage (Domestic Wastewater)*” means human excrement and gray water (household showers, household dishwashing/laundry operations, etc.)

“*Sewer, Sewer main or Sanitary Sewer*” means any pipe, conduit, ditch, or other device constructed, owned, operated, or maintained by the City, which is used to collect and transport Sewage and Wastewater from a side sewer or other approve generating source, and is not designed to carry Storm Water or unpolluted water.

“*Shall / May*” “Shall” is mandatory; “May” is permissive.

“*Significant Non-compliance*” means a violation of applicable Pretreatment Standards by a User that meets one or more of the following criteria:

(1) Chronic violation of Wastewater discharge limits, defined as those in which sixty-six percent (66%) or more of all of the measurements taken during a six-month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits, as defined in 40 CFR 403.3(1); or

(2) TRC violations, defined as those in which thirty-three percent (33%) or more of all of the measurements taken for the same pollutant parameter during a 6-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by 40 CFR 403.3(1) multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, FOG, and 1.2 for all other pollutants except pH); or

(3) Any other violation of a Pretreatment Standard or Requirement as defined by 40 CFR 403.3(1) (Daily Maximum, long-term average, Instantaneous Limit, or narrative Standard) that the City determines has caused, alone or in combination with other discharges, including Sewage from domestic sources, Interference or Pass Through (including endangering the health of POTW personnel or the general public); or

(4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the City's exercise of its emergency authority under the provisions specified in 40 CFR Part 403.8(f)(1)(vi)(B), and amendments thereto, to halt or prevent such discharge; or

(5) Failure to meet, within ninety (90) days after the scheduled date, a compliance schedule milestone contained in a Discharge Agreement or compliance order for starting construction, completing construction or attaining final compliance; or

(6) Failure to provide, within thirty (30) days after the due date, required reports such as BMRs, 90-day compliance reports, periodic self-monitoring reports and reports on conformity with compliance schedules; or

(7) Failure to accurately report Non-Compliance; or

(8) Any other violation, group of violations, or Non-Compliance, which may include a violation of BMP, which the City determines will adversely affect the operation or implementation of the City's Pretreatment Program.

“Singular/Plural” means the use of the singular shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.

“SIU” means a Significant Industrial User who is:

(1) A User subject to, or potentially subject to, Categorical Pretreatment Standards; or

(2) A User that:

(A) Discharges an average of 25,000 gpd or more per day of process Wastewater to the POTW; or

(B) Contributes process Wastewater which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the receiving POTW treatment plant; or

(C) Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting, or impacting, either singly or in combination with other contributing Users, including Sewage from domestic sources, the POTW's operation or for violating any Pretreatment Standard or Requirement; or

(3) The City may determine that an IU subject to Categorical Pretreatment Standards is a NSCIU rather than an SIU on a finding that the IU never discharges more than 100 gpd of total categorical Wastewater (excluding sanitary, non-contact cooling and boiler blow down Wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:

(a) The IU, prior to the City's finding, has consistently complied with all applicable Categorical Pretreatment Standards and Requirements;

(b) The IU annually submits the certification statement required in Section 24-196(n)(2) and as set forth in 40 CFR 403.12(q), together with any additional information necessary to support the certification statement; and

(c) The IU never discharges any untreated concentrated Wastewater.

(4) Upon a finding that a User meeting the criteria in subsection (2), above, has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement, the City may at any time, on its own initiative or in response to a petition received from an IU, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such User should not be considered a SIU.

“Slug Load or Slug Discharge” means any discharge at a flow rate or concentration that could cause Non-Compliance with the discharge standards in Section 24-192(a) through (d) of these rules or any discharge of a non-routine, episodic nature including, without limitation, an accidental spill or a non-customary batch discharge.

“Storm Water” means any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

“SWDA” means Solid Waste Disposal Act (42 U.S.C. 6901, *et seq.*).

“Total Suspended Solids (TSS)” means the total suspended matter that floats on the surface of, or is suspended in, water, Wastewater, or other liquid, and which is removable by

laboratory filtering as measured utilizing applicable analytical procedures defined in the most recent publication of “Standard Methods for the Examination of Water and Wastewater”.

“*Toxic Pollutant*” means any one of the current 126 pollutants, or other pollutants as defined by the EPA and/or ADEQ, or combination of those pollutants, listed as toxic in regulations promulgated by EPA under Section 307 of the ACT (33 U.S.C. § 1317). Also, means those pollutants, or combinations of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation or assimilation into any organism either directly from the environment or indirectly by ingestion through food chains, will, on the basis of information available to City, cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions (including reproductive malfunctions) or physical deformations in such organisms or their offspring.

“*TRC*” means technical review criteria.

“*Upset*” means an exceptional incident in which a User unintentionally is in a state of Non-Compliance with the Standards set forth in Section 24-193 hereto due to factors beyond the reasonable control of the User and excluding Non-Compliance to the extent caused by operational error, improperly designed treatment facilities, lack of preventive maintenance, or careless or improper operation thereof.

“*User*” means a Person who is the source of a Discharge to the POTW and shall include “Domestic User” as defined herein.

“*Wastewater*” or “*wastewater*” means liquid and water-carried industrial wastes, not including Storm Water, and Sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

“*Wastewater Treatment Plant*” means the portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

24-192 General Discharge Requirements.

(a) Prohibited Discharge Standards.

(1) General Prohibitions. No User shall introduce Discharge, or cause to be introduced any pollutant or Wastewater which causes Pass Through or will cause Interference to the treatment facility or its process. These general prohibitions apply to all Users of the POTW whether or not they are subject to Categorical Pretreatment Standards or any National, State or other local Pretreatment Standards or Requirements.

(2) Specific Prohibitions. No User shall introduce, contribute, Discharge, or cause to be introduced, contributed or discharged into the POTW, either directly or indirectly, the following pollutants, substances, or Wastewater:

(A) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 60°C (140°F) using the test methods specified in 40 CFR 261.21;

(B) Wastewater having a pH less than 5.0 or more than 10.5, nor Wastewater which would cause the pH at the headworks of the POTW to exceed 9.0 or be less than 6.0, nor Wastewater which would otherwise cause corrosive structural damage to the POTW or any of its equipment;

(C) Solid or viscous substances in amounts that will cause obstruction of the flow in the POTW resulting in Interference with the operation of the POTW, but in no case solids greater than one-quarter (1/4) inch in any dimension. These substances would include, but are not limited to, FOG, animal guts or tissues, paunch manure, bones, hair, hides or fleshing, entrails, whole blood, feathers, ashes, cinders, sand, earth, gravel, coal, rubbish, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes;

(D) Pollutants, including oxygen-demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with the POTW;

(E) Wastewater having a temperature which will inhibit biological activity in a POTW treatment plant resulting in Interference; but in no case, Wastewater with a temperature at the introduction into the City's sanitary sewer system or POTW which exceeds 60°C (140°F) nor wastewater which would cause the temperature at the headworks of a POTW treatment plant to exceed 40°C (104°F);

(F) Wastewater containing petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause Interference to, or Pass Through the POTW;

(G) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity which may cause, either singly or by interaction with other wastes, acute worker health and safety problems;

(H) Any material from a cesspool, privy, septic tank, or other on-site disposal system, except at discharge points, and in a manner, prescribed by the City. Handlers of such wastes shall obtain authorization from the City sixty (60) days prior to Discharge to the POTW, and meet requirements and conditions set forth by the City. In no case shall wastes other than those of domestic household origin be accepted.

(I) Noxious or malodorous liquids, gases, solids, or other Wastewater which, either singly or by interaction with other wastes, are sufficient to create a public

nuisance or a hazard to life, or to prevent entry into the Sewers for maintenance and repair;

(J) Wastewater that imparts Color that cannot be removed by the treatment process, such as, but not limited to, paint wastes, dye wastes, and vegetable tanning solutions, which consequently imparts Color to the treatment plant's effluent, thereby violating a City AZPDES Permit. Color, in combination with turbidity, shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more than ten percent (10%) from the seasonably established norm for aquatic life;

(K) Wastewater containing any radioactive wastes or isotopes, except in compliance with applicable State or Federal regulations;

(L) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, Non-contact Cooling Water, and unpolluted Wastewater, unless specifically authorized by the Director;

(M) Any sludges, screenings, residues, or other solid wastes from the Pretreatment of industrial wastes or from industrial processes;

(N) Medical wastes, except as specifically authorized by the Director in an individual Wastewater discharge permit or general permit.

(O) Wastewater causing, alone or in conjunction with other sources, a treatment plant's effluent to fail a toxicity test;

(P) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;

(Q) Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction to cause fire or explosion or be injurious in any other way to the operation of the POTW. At no time shall two (2) successive readings on an explosion meter be in excess of five percent (5%) of their LEL, nor any single reading in excess of ten percent (10%) of their LEL, at any point in the system. Such materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromines, carbides, hydrides, sulfides, biphenyls, stoddard solvents, and any other substances which the City, County, State, or the EPA has determined are fire hazard or explosive hazard to the system;

(R) Any substance which will cause the POTW to violate a AZPDES Permit and/or other disposal system permits;

(S) Any substance that may cause the POTW's effluent, treatment residues, or biosolids to be unsuitable for reclamation and reuse or to interfere with the reclamation process. Under no circumstances will a substance discharged to the POTW which will cause the biosolids to be rendered unusable for agricultural uses;

(T) Any Wastewater, which in the opinion of the Director can cause harm either to the personnel, Sewers, Sewage treatment processes or other equipment of the City; have an adverse effect on the receiving stream; or can otherwise endanger life, limb, public property, or constitute a nuisance, unless allowed under special agreement or waiver by the Director, except that no special waiver shall be given from Categorical Pretreatment Standards;

(U) The contents of any tank or other vessel owned or used by any Person in the business of collecting or pumping Sewage, effluent, Septage, or other Wastewater unless said Person has first obtained approval as may be generally required by the Director and paid all fees assessed for the privilege of said Discharge;

(V) Any hazardous wastes as defined in ARIZ. ADMIN. CODE. Title 18-8-261.11, or in EPA rules 40 CFR 261;

(W) Persistent pesticides and/or pesticides regulated by FIFRA.

(X) Pollutants, substances, or Wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW.

(b) Federal Categorical Pretreatment Standards.

(1) The National Categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471 are hereby incorporated. Such Categorical Pretreatment Standards shall include any revised Standards in the event that a User obtains a fundamentally different factors variance from the EPA on the basis of 40 CFR 403.13.

(2) Where a Categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in Wastewater, the Director may impose equivalent concentration or mass limits in accordance with subsections 24-190(b)(4) and (5).

(3) When the limits in a Categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the Director may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual IUs.

(4) When wastewater subject to a Categorical Pretreatment Standard is mixed with Wastewater not regulated by the same Standard, the Director shall impose an alternate limit in accordance with 40 CFR 403.6(e).

(5) A CIU may obtain a net/gross adjustment to a Categorical Pretreatment Standard in accordance with the following subsections:

(A) Categorical Pretreatment Standards may be adjusted to reflect the presence of pollutants in the IU's intake water in accordance with this Section. Any IU wishing to obtain credit for intake pollutants must make application to the City. Upon request of the IU, the applicable Standard will be calculated on a "net" basis (i.e., adjusted to reflect credit for pollutants in the intake water) if the requirements of subsection (B) of this Section are met.

(B) Criteria.

(i) Either (a) the applicable Categorical Pretreatment Standards contained in 40 CFR Chapter I, Subchapter N specifically provide that they shall be applied on a net basis; or (b) the IU demonstrates that the control system it proposes or uses to meet applicable Categorical Pretreatment Standards would, if properly installed and operated, meet the Standards in the absence of pollutants in the intake waters.

(ii) Credit for generic pollutants such as BOD, TSS, and oil and grease should not be granted unless the IU demonstrates that the constituents of the generic measure in the User's effluent are substantially similar to the constituents of the generic measure in the intake water or unless appropriate additional limits are placed on process water pollutants either at the outfall or elsewhere.

(iii) Credit shall be granted only to the extent necessary to meet the applicable Categorical Pretreatment Standard(s), up to a maximum value equal to the influent value. Additional monitoring may be necessary to determine eligibility for credits and compliance with Standard(s) adjusted under this Section.

(iv) Credit shall be granted only if the User demonstrates that the intake water is drawn from the same body of water as that into which the POTW discharges. The City may waive this requirement if it finds that no environmental degradation will result.

(c) State Requirements. Users shall comply with all State Pretreatment Standards or Requirements codified at ARIZ. REV. STAT. Title 49, Chapter 2, as amended, and at ARIZ. ADMIN. CODE. Title 18, Chapter 9, as amended, or any other State Pretreatment Standards wherever codified, as amended. State regulations require the use of all known, available, and reasonable methods of prevention, control, and treatment; and prohibit the Discharge of pollutants to the POTW.

(d) Local Limits.

(1) All Persons owning or operating facilities or engaged in activities that will or may reasonably be expected to result in pollutants entering the City's Sanitary Sewer system or affecting the Sanitary Sewer system or affecting the POTW, shall undertake all practicable BMP identified by the Director to minimize the Discharge of pollutants. Such measures shall include the requirements imposed by this article, any applicable NPDES or AZPDES Permits, and any written guidelines promulgated for general use by the Director.

(2) The Director shall have the authority to:

(A) Establish limitations for individual Users or classes of Users for various pollutants, materials, waters, or wastes that can be accepted into the Sanitary Sewer system;

(B) Specify those pollutants, materials, waters, or wastes that are prohibited from entering the Sanitary Sewer system;

(C) Identify those pollutants, materials, waters, or wastes that shall be controlled with BMP; and

(D) Require individual Users or classes of Users to implement BMP for any pollutant.

(3) All affected individual Users or classes of Users shall comply with the prohibitions and effluent limitations established pursuant to this Section, and with any BMP required by the Director.

(4) All prohibitions and effluent limitations so established and all BMP identified by the Director will be placed on file with the City Clerk and will become effective and enforceable on the thirty-first (31st) day after the date of filing.

(5) The following pollutant limitations are established to protect the POTW against Pass Through and Interference. No User shall discharge Wastewater exceeding the limits set forth below:

Daily Average Effluent Limitations	
Substance	Effective on July 1, 2011
Arsenic	0.13 mg/l
Cadmium	0.047 mg/l
Copper	1.5 mg/l
Cyanide	2.0 mg/l
Lead	0.41 mg/l
Mercury	0.0023 mg/l
Selenium	0.10 mg/l
Silver	1.2 mg/l
Zinc	3.5 mg/l

All concentrations are expressed in the “total” form unless indicated otherwise. The Director may impose mass limitations in addition to, or in place of, the concentration-based limitations above.

(e) Right of Revision. The Director reserves the right to enter into special agreements with Users setting out special terms under which they may discharge to the POTW. In no case will a special agreement waive compliance requirements with a Categorical Pretreatment Standard, or a federal or state Pretreatment Requirement. The City reserves the right to establish new, additional or more stringent Standards or Requirements on Discharges to the POTW consistent with the purpose of this article.

(f) Dilution. No User shall ever increase the use of potable or process water, or in any way attempt to dilute a Discharge, as a partial or complete substitute for adequate treatment to achieve compliance with an applicable Pretreatment Standard or Requirement. The Director may impose mass limitations on Users that he believes may be using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.

(g) IUs Identified as Class I, II or III.

(1) The following User Classes are hereby established for IUs:

(A) Class I IUs are defined as SIUs.

(B) Class II IUs are any industrial User that meets all of the following criteria:

(i) Is not an SIU;

(ii) Is determined in writing by the Director to be responsible for an industrial discharge which causes or has the reasonable potential to cause harm or damage to the POTW, worker safety, public safety or the environment; and

(iii) Has discharges which are any one or more of the following:

A. Greater than the equivalent strength of twenty-five thousand (25,000) gpd of domestic waste measured by BOD and TSS.

B. Pollutants in groundwater subject to a remedial action plan that has been approved by an appropriate regulatory agency.

C. Any of the substances described in Section 24-191 of this article.

D. Either domestic Wastewater or no discharge at all, but such IU does have significant quantities of pollutants which, if discharged, would be regulated by this article.

(2) All IUs that are not Class I or II under subsections 24-192(g)(1)(A) and (B) shall be identified as Class III IUs.

24-193 Pretreatment of Wastewater.

(a) Pretreatment Facilities and Equipment.

(1) Users shall provide Wastewater treatment as necessary to comply with this article and shall achieve compliance with all Categorical Pretreatment Standards, Local Limits, and the prohibitions set out in Section 24-192(a) of this article within the time limitations specified by EPA, the State, or the Director. Any facilities necessary for compliance shall be provided, operated, and maintained at the User's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Director for review, and shall be acceptable to the Director before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the User from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the City under the provisions of this article.

(2) The User shall obtain all necessary construction/operating permits from the City and any other permits necessary and administered by other agencies. Any subsequent significant changes in the Pretreatment facilities or equipment, or method of operation shall be reported to and be accepted by the City prior to the User's initiation of the changes. The User shall control production and/or discharges upon reduction, loss, failure, or by-pass of the treatment facility or equipment until the facility is restored or an alternative method of treatment

is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

(b) Additional Pretreatment Measures.

(1) Flow Control. Whenever deemed necessary, the Director may require Users to restrict their Discharge during peak flow periods, designate that certain Wastewater be discharged only into specific sewers, relocate and/or consolidate points of Discharge, separate Sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the User's compliance with the requirements of this article. The Director may require any Person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. An individual Wastewater discharge permit or a general permit may be issued solely for flow equalization.

(3) Grease, Oil, Hair, and Sand Interceptors. Grease, oil, hair, and sand interceptors shall be required when, in the opinion of the Director, they are necessary for the proper handling of Wastewater containing excessive amounts of FOG, or sand; except that such interceptors shall not be required for residential Users. All interception units shall be of type and capacity approved by the Director and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned and repaired regularly, as needed, by the User at the User's expense.

(4) Flammable Substance Detection. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

(c) Accidental Discharge/Slug Load Control Plans.

(1) The Director shall evaluate whether each SIU needs an accidental discharge/slug control plan within thirty (30) days of issuing the initial Wastewater discharge permit and upon the renewal of any subsequent Wastewater discharge permit. The Director may require any User to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control Slug Discharges. Alternatively, the Director may develop such a plan for any User.

(2) Where deemed necessary by the City, facilities to prevent accidental discharge or Slug Loads of pollutants shall be provided and maintained at the User's cost and expense. An ASPP showing facilities and operating procedures to provide this protection shall be submitted to the City for review and approval before implementation. The City shall determine which User is required to develop a plan and require said plan to be submitted within sixty (60) days after notification by the City. Each User shall implement its ASPP as submitted or as modified after such plan has been reviewed and approved by the City. Review and approval of such plans and operating procedures by the City shall not relieve the User from the responsibility to modify its facility as necessary to meet the requirements of Sections 24-192(a) through 24-192(d) of these rules.

(3) Any User required to develop and implement an ASPP shall submit a plan that addresses, at a minimum, the following:

(a) Description of discharge practices, including non-routine batch discharges;

(b) Description of stored chemicals;

(c) Procedures for immediately notifying the Director of any accidental or Slug Load discharge. Such notification must also be given for any Discharge which would cause Non-Compliance with any of the Standards in Sections 24-192(a) through 24-192(d) of these rules of these rules; and

(d) Procedures to prevent adverse impact from any accidental or Slug Load discharge. Such processes include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

(4) User shall notify the City immediately upon the occurrence of a “Slug Load” or “accidental Discharge” of substances regulated by these rules. The notification shall include location of Discharge, date and time thereof, type of waste, concentration and volume, and corrective actions. Any affected User shall be liable for any expense, loss, or damage to the POTW, in addition to the amount of any fines or costs incurred by the City on account thereof under local, state or federal law.

(5) Within five calendar days following an accidental Discharge, the User shall submit to the City a detailed written report describing the cause of the Discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the User of any fines, civil penalties, or other liability that may be imposed by these rules or other applicable law.

(6) Signs shall be permanently posted in conspicuous places on the User’s premises advising employees who to call in the event of a Slug Load or accidental Discharge. Employers shall instruct all employees who may cause or discover such a Discharge with respect to emergency notification procedures.

(d) Hauled Septic Tank and Industrial Waste.

(1) The POTW does not accept hauled industrial or domestic Wastewater at this time.

(2) Industrial waste haulers must provide a waste-tracking manifest for every load. The manifest must include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

(3) Waste-tracking manifests must be kept on file for three (3) years by the owners and provided to the Pretreatment inspection department when requested.

24-194 Individual or General Wastewater Discharge Permit Required.

(a) Wastewater Analysis. When requested by the Director, a User must submit information on the nature and characteristics of its Wastewater within ten (10) days of the request. The Director is authorized to prepare a form for this purpose and may periodically require Users to update this information.

(b) Individual and General Wastewater Discharge Permit Requirements.

(1) No SIU shall discharge Wastewater into the POTW without first obtaining an individual Wastewater discharge permit or a general permit from the Director, except that an SIU that has filed a timely application pursuant to Section 24-194(c) of this article may continue to discharge for the time period specified therein.

(2) All Users shall submit a completed Industrial Pretreatment Survey when applying to discharge Wastewater into the POTW. The Industrial Pretreatment Survey shall be made available at the City's Development Services Department.

(3) The Director may require other Users to obtain individual Wastewater discharge permits or general permits as necessary to carry out the purposes of this article.

(4) Any violation of the terms and conditions of an individual Wastewater discharge permit or a general permit shall be deemed a violation of this article and subjects the Wastewater discharge permittee to the sanctions set out in Sections 24-200 through 24-202 of this article. Obtaining an individual Wastewater discharge permit or a general permit does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or Requirements or with any other requirements of Federal, State, and local law.

(c) Individual and General Wastewater Discharge Permitting; Existing Connections. Any User required to obtain an individual Wastewater discharge permit or a general permit who was discharging Wastewater into the POTW prior to the effective date of this article and who wishes to continue such discharges in the future, shall, within thirty (30) days after said date, apply to the Director for an individual Wastewater discharge permit or a general permit in accordance with Section 24-194(e) of this article, and shall not cause or allow discharges to the POTW to continue after thirty (30) days of the effective date of this article except in accordance with an individual Wastewater discharge permit or a general permit issued by the Director.

(d) Individual and General Wastewater Discharge Permitting; New Connections. Any User required to obtain an individual Wastewater discharge permit or a general permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this individual Wastewater discharge permit or general permit, in accordance with Section 24-194(e) of this article, must be filed at least thirty (30) days prior to the date upon which any discharge will begin or recommence.

(e) Individual and General Wastewater Discharge Permit Application Contents.

(1) All Users required to obtain an individual wastewater discharge permit or a general permit must submit a permit application. Users that are eligible may request a general permit under Section 24-194(f). The Director may require Users to submit all or some of the following information as part of a permit application:

(A) Identifying Information.

(i) The name and address of the facility, including the name of the operator and owner.

(ii) Contact information, description of activities, facilities, and plant production processes on the premises;

(B) Environmental Permits. A list of any environmental control permits held by or for the facility.

(C) Description of Operations.

(i) A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.

(ii) Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;

(iii) Number and type of employees, hours of operation, and proposed or actual hours of operation;

(iv) Type and amount of raw materials processed (average and maximum per day);

(v) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;

(vi) Time and duration of discharges;

(vii) The location for monitoring all wastes covered by the permit;

(D) Flow Measurement. Information showing the measured average daily and maximum daily flow, in gpd, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in Section 24-192(b)(3) (40 CFR 403.6(e)).

(E) Measurement of Pollutants.

(i) The Categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.

(ii) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Director, of regulated pollutants in the Discharge from each regulated process.

(iii) Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.

(iv) The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 24-196(j) of this article. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Director or the applicable Standards to determine compliance with the Standard.

(v) Sampling must be performed in accordance with procedures set out in Section 24-196(k) of this article.

(F) Any requests for a monitoring waiver (or a renewal of an approved monitoring waiver) for a pollutant neither present nor expected to be present in the Discharge based on Section 24-196(d)(2).

(G) Any request to be covered by a general permit based on Section 24-194(f).

(H) Any other information as may be deemed necessary by the Director to evaluate the permit application.

(2) Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.

(f) Wastewater Discharge Permitting: General Permits.

(1) At the discretion of the Director, the Director may use general permits to control SIU Discharges to the POTW if the following conditions are met. All facilities to be covered by a general permit must:

(A) Involve the same or substantially similar types of operations;

(B) Discharge the same types of wastes;

(C) Require the same effluent limitations;

(D) Require the same or similar monitoring; and

(E) In the opinion of the Director, are more appropriately controlled under a general permit than under individual Wastewater discharge permits.

(2) To be covered by the general permit, the SIU must file a written request for coverage that identifies its contact information, production processes, the types of wastes generated, the location for monitoring all wastes covered by the general permit, any requests in accordance with subsection 24-196(d)(2) for a monitoring waiver for a pollutant neither present nor expected to be present in the Discharge, and any other information the POTW deems appropriate. A monitoring waiver for a pollutant neither present nor expected to be present in the Discharge is not effective in the general permit until after the Director has provided written notice to the SIU that such a waiver request has been granted in accordance with subsection 24-196(d)(2).

(3) The Director will retain a copy of the general permit, documentation to support the POTW's determination that a specific SIU meets the criteria in subsections 24-194(f)(1)(a) through (d) and applicable State regulations, and a copy of the User's written request for coverage for three (3) years after the expiration of the general permit.

(4) The Director may not control an SIU through a general permit where the facility is subject to production-based Categorical Pretreatment Standards or Categorical Pretreatment Standards expressed as mass of pollutant discharged per day or for IUs whose limits are based on the Combined Wastestream Formula (subsection 24-192(b)(3)) or Net/Gross calculations (subsection 24-192(b)(4)).

(g) Application Signatories and Certifications.

(1) All Wastewater discharge permit applications, User reports and certification statements must be signed by an Authorized Representative of the User and contain the certification statement in subsection 24-196(n)(1).

(2) If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the Director prior to or together with any reports to be signed by an Authorized Representative.

(3) A facility determined to be a NSCIU by the Director pursuant to this article and 40 CFR 403.3(v)(2) must annually submit the signed certification statement in subsection 24-196(n)(2).

(h) Individual Wastewater Discharge and General Permit Decisions. The Director will evaluate the data furnished by the User and may require additional information. Within thirty (30) days of receipt of a complete permit application, the Director will determine whether to issue an individual Wastewater discharge permit or a general permit. The Director may deny any application for an individual Wastewater discharge permit or a general permit.

24-195 Individual and General Wastewater Discharge Permit Issuance.

(a) Individual and General Wastewater Discharge Permit Duration. An individual Wastewater discharge permit or a general permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. An individual Wastewater discharge permit or a general permit may be issued for a period less than five (5) years, at the discretion of the Director. Each individual Wastewater discharge permit or a general permit will indicate a specific date upon which it will expire.

(b) Individual and General Wastewater Discharge Permit Contents. An individual Wastewater discharge permit or a general permit shall include such conditions as are deemed reasonably necessary by the Director to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(1) Individual Wastewater discharge permits and general permits must contain:

(A) A statement that indicates the Wastewater discharge permit issuance date, expiration date and effective date;

(B) A statement that the Wastewater discharge permit is nontransferable without prior notification to the City in accordance with Section 24-195(e) of this article, and provisions for furnishing the new owner or operator with a copy of the existing Wastewater discharge permit;

(C) Effluent limits, including BMP, based on applicable Pretreatment Standards;

(D) Self monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or best management practice) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.

(E) The process for seeking a waiver from monitoring for a pollutant neither present nor expected to be present in the Discharge in accordance with subsection 24-196(d)(2).

(F) A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

(G) Requirements to control Slug Discharge, if determined by the Director to be necessary.

(H) Any grant of the monitoring waiver by the Director under subsection 24-196(d)(2) of this article must be included as a condition in the User's permit or other control mechanism.

(2) Individual Wastewater discharge permits or general permits may contain, but need not be limited to, the following conditions:

(A) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

(B) Requirements for the installation of Pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

(C) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;

(D) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

(E) The unit charge or schedule of User charges and fees for the management of the Wastewater discharged to the POTW;

(F) Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;

(G) A statement that compliance with the individual Wastewater discharge permit or the general permit does not relieve the permittee of responsibility for

compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the individual Wastewater discharge permit or the general permit; and

(H) Other conditions as deemed appropriate by the Director to ensure compliance with this article, and State and Federal laws, rules, and regulations.

(c) Permit Issuance Process.

(1) Notification. The Director shall provide notice of the issuance of a Wastewater discharge permit to the applicant.

(2) Permit Appeals. Any permit applicant or permittee may petition the Director to reconsider the terms of an individual Wastewater discharge permit or a general permit within twenty (20) days of notice of its issuance.

(A) Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.

(B) In its petition, the appealing party must indicate the individual Wastewater discharge permit or a general permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the individual Wastewater discharge permit or a general permit.

(C) The effectiveness of the individual Wastewater discharge permit or a general permit shall not be stayed pending the appeal.

(D) If the Director fails to act within thirty (30) days, a request for reconsideration shall be deemed to be denied. Decisions not to reconsider an individual Wastewater discharge permit or a general permit, not to issue an individual Wastewater discharge permit or a general permit, or not to modify an individual Wastewater discharge permit or a general permit shall be considered final administrative actions for purposes of judicial review.

(E) Aggrieved parties seeking judicial review of the final administrative individual Wastewater discharge permit or general permit decision must do so by filing a complaint with the Superior Court of the State of Arizona In and for the County of Maricopa for proper jurisdiction within thirty (30) days of final administrative action.

(d) Permit Modification.

(1) The Director may modify an individual Wastewater discharge permit for good cause, including, but not limited to, the following reasons:

(A) To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements;

(B) To address significant alterations or additions to the User's operation, processes, or Wastewater volume or character since the time of the individual Wastewater discharge permit issuance;

(C) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

(D) Information indicating that the permitted discharge poses a threat to the City's POTW, City personnel, or the receiving waters;

(E) Violation of any terms or conditions of the individual Wastewater discharge permit;

(F) Misrepresentations or failure to fully disclose all relevant facts in the Wastewater discharge permit application or in any required reporting;

(G) Revision of or a grant of variance from Categorical Pretreatment Standards pursuant to 40 CFR 403.13;

(H) To correct typographical or other errors in the individual Wastewater discharge permit; or

(I) To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with Section 24-195(e), below.

(2) The Director may modify a general permit for good cause, including, but not limited to, the following reasons:

(A) To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements;

(B) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

(C) To correct typographical or other errors in the individual Wastewater discharge permit; or

(D) To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with Section 24-195(e).

(e) Individual Wastewater Discharge Permit and General Permit Transfer.

(1) Individual Wastewater discharge permits or coverage under general permits may be transferred to a new owner or operator only if the permittee gives at least sixty (60) days advance notice to the Director and the Director approves the individual Wastewater discharge permit or the general permit coverage transfer. The notice to the Director must include a written certification by the new owner or operator which:

(A) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;

(B) Identifies the specific date on which the transfer is to occur;

(C) Acknowledges full responsibility for complying with the existing individual Wastewater discharge permit or general permit.

(2) Failure to provide advance notice of a transfer renders the individual Wastewater discharge permit or coverage under the general permit void as of the date of facility transfer.

(f) Individual Wastewater Discharge Permit and General Permit Revocation.

(1) The Director may revoke an individual Wastewater discharge permit or coverage under a general permit for good cause, including, but not limited to, the following reasons:

(A) Failure to notify the Director of significant changes to the Wastewater prior to the changed discharge;

(B) Failure to provide prior notification to the Director of changed conditions pursuant to Section 24-196(e) of this article;

(C) Misrepresentation or failure to fully disclose all relevant facts in the Wastewater discharge permit application;

(D) Falsifying self-monitoring reports and certification statements;

(E) Tampering with monitoring equipment;

(F) Refusing to allow the Director timely access to the facility premises and records;

(G) Failure to meet effluent limitations;

(H) Failure to pay fines;

(I) Failure to pay sewer charges;

(J) Failure to meet compliance schedules;

(K) Failure to complete an Industrial Pretreatment Survey or the Wastewater discharge permit application;

(L) Failure to provide advance notice of the transfer of business ownership of a permitted facility; or

(M) Violation of any Pretreatment Standard or Requirement, or any terms of the Wastewater discharge permit or the general permit or this article.

(2) Individual Wastewater discharge permits or coverage under general permits shall be voidable upon cessation of operations or transfer of business ownership. All individual Wastewater discharge permits or general permits issued to a User are void upon the issuance of a new individual Wastewater discharge permit or a general permit to that User.

(g) Individual Wastewater Discharge Permit and General Permit Reissuance. User with an expiring individual Wastewater discharge permit or general permit shall apply for individual Wastewater discharge permit or general permit reissuance by submitting a complete permit application, in accordance with Section 24-194(e) of this article, a minimum of thirty (30) days prior to the expiration of the User's existing individual Wastewater discharge permit or general permit.

24-196 Reporting Requirements.

(a) BMRs.

(1) Within either one hundred eighty (180) days after the effective date of a Categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing CIUs currently discharging to or scheduled to discharge to the POTW shall submit to the Director a report which contains the information listed in subsection (2), below. At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become CIUs subsequent to the promulgation of an applicable Categorical Standard, shall submit to the Director a report which contains the information listed in subsection (2), below. A New Source shall report the method of Pretreatment it intends to use to meet applicable Categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

(2) Users described above shall submit the information set forth below.

(A) All information required in subsection 24-194(e)(1)(A)(i), subsection 24-194(e)(1)(B), subsection 24-194(e)(1)(C)(i), and subsection 24-194(e)(1)(F).

(B) Measurement of pollutants.

(i) The User shall provide the information required in subsections 24-194(e)(1)(G)(i) through (iv).

(ii) The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this subsection.

(iii) Samples should be taken immediately downstream from Pretreatment facilities if such exist or immediately downstream from the regulated process if no Pretreatment exists. If other Wastewaters are mixed with the regulated Wastewater prior to Pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the Control Authority;

(iv) Sampling and analysis shall be performed in accordance with Section 24-196(j);

(v) The Director may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial Pretreatment measures;

(vi) The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the POTW.

(C) Compliance Certification. A statement, reviewed by the User's Authorized Representative as defined in subsection 24-191(d)(3) and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional O&M and/or additional Pretreatment is required to meet the Pretreatment Standards and Requirements.

(D) Compliance Schedule. If additional Pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional Pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule pursuant to this Section must meet the requirements set out in Section 24-196(b) of this article.

(5) Signature and Report Certification. All BMRs must be certified in accordance with subsection 24-196(n)(1) of this article and signed by an Authorized Representative as defined in subsection 24-191(d)(3).

(b) Compliance Schedule Progress Reports.

(1) The following conditions shall apply to the compliance schedule required by subsection 24-196(a)(2)(D) of this article:

(A) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional Pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

(B) No increment referred to above shall exceed nine (9) months;

(C) The User shall submit a progress report to the Director no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and

(D) In no event shall more than nine (9) months elapse between such progress reports to the Director.

(c) Reports on Compliance with Categorical Pretreatment Standard Deadline. Within ninety (90) days following the date for final compliance with applicable Categorical Pretreatment Standards, or in the case of a New Source following commencement of the introduction of Wastewater into the POTW, any User subject to such Pretreatment Standards and Requirements shall submit to the Director a report containing the information described in subsections 24-194(e)(1)(f) and (g) and subsection 24-196(a)(2)(B) of this article. For Users subject to equivalent mass or concentration limits established in accordance with the procedures in Section 24-192(b), this report shall contain a reasonable measure of the User's long-term production rate. For all other Users subject to Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with subsection 24-196(n)(1) of this article. All sampling will be done in conformance with Section 24-196(k).

(d) Periodic Compliance Reports.

(1) Except as specified in subsection 24-196(d)(3), all SIUs must, at a frequency determined by the Director submit no less than twice per year (in June and December) reports indicating the nature, concentration of pollutants in the discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit

documentation required by the Director or the Pretreatment Standard necessary to determine the compliance status of the User.

(2) The City may authorize an IU subject to a Categorical Pretreatment Standard to forego sampling of a pollutant regulated by a Categorical Pretreatment Standard if the IU has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the Discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the IU. This authorization is subject to the following conditions:

(A) The waiver may be authorized where a pollutant is determined to be present solely due to sanitary Wastewater discharged from the facility provided that the sanitary Wastewater is not regulated by an applicable Categorical Standard and otherwise includes no process Wastewater.

(B) The monitoring waiver is valid only for the duration of the effective period of the individual Wastewater discharge permit, but in no case longer than 5 years. The User must submit a new request for the waiver before the waiver can be granted for each subsequent individual Wastewater discharge permit. See subsection 24-194(e)(1)(H).

(C) In making a demonstration that a pollutant is not present, the IU must provide data from at least one sampling of the facility's process Wastewater prior to any treatment present at the facility that is representative of all Wastewater from all processes.

(D) The request for a monitoring waiver must be signed in accordance with subsection 24-191(d)(3), and include the certification statement in subsection 24-196(n)(1) (40 CFR 403.6(a)(2)(ii)).

(E) Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant was used in the analysis.

(F) Any grant of the monitoring waiver by the Director must be included as a condition in the User's permit. The reasons supporting the waiver and any information submitted by the User in its request for the waiver must be maintained by the Director for 3 years after expiration of the waiver.

(G) Upon approval of the monitoring waiver and revision of the User's permit by the Director, the IU must certify on each report with the statement in subsection 24-196(n)(3) below, that there has been no increase in the pollutant in its wastestream due to activities of the IU.

(H) In the event that a waived pollutant is found to be present or is expected to be present because of changes that occur in the User's operations, the User must immediately: Comply with the monitoring requirements of subsection 24-196(d)(1), or other more frequent monitoring requirements imposed by the Director, and notify the Director.

(I) This provision does not supersede certification processes and requirements established in Categorical Pretreatment Standards, except as otherwise specified in the Categorical Pretreatment Standard.

(3) The City may reduce the requirement for periodic compliance reports to a requirement to report no less frequently than once a year, unless required more frequently in the Pretreatment Standard or by the EPA or ADEQ, where the IU's total categorical Wastewater flow does not exceed any of the following:

(A) [insert POTW's value for 0.01 percent of the POTW's design dry-weather *hydraulic capacity* of the POTW], or five thousand (5,000) gpd, whichever is smaller, as measured by a continuous effluent flow monitoring device unless the IU discharges in batches;

(B) [insert POTW's value for 0.01 percent of the design dry-weather *organic treatment capacity* of the POTW]; and

(C) [Insert POTW's value for 0.01 percent of the maximum allowable headworks loading for any pollutant regulated by the applicable Categorical Pretreatment Standard for which approved Local Limits were developed in accordance with Section 24-192(d) of this article.]

(4) Reduced reporting is not available to IUs that have in the last two (2) years been in Significant Noncompliance, as defined in Section 24-199 of this article. In addition, reduced reporting is not available to an IU with daily flow rates, production levels, or pollutant levels that vary so significantly that, in the opinion of the Director, decreasing the reporting requirement for this IU would result in data that are not representative of conditions occurring during the reporting period.

(5) All periodic compliance reports must be signed and certified in accordance with subsection 24-196(n)(1) of this article.

(6) All Wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

(7) If a User subject to the reporting requirement in this Section monitors any regulated pollutant at the appropriate sampling location more frequently than required by

Director, using the procedures prescribed in Section 24-196(k) of this article, the results of this monitoring shall be included in the report.

(d) Reports of Changed Conditions.

(1) Each User must notify the Director of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its Wastewater at least forty-five (45) days before the change.

(2) The Director may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a Wastewater discharge permit application under Section 24-194(e) of this article.

(3) The Director may issue an individual Wastewater discharge permit or a general permit under Section 24-195(g) of this article or modify an existing Wastewater discharge permit or a general permit under Section 24-195(d) of this article in response to changed conditions or anticipated changed conditions.

(e) Reports of Potential Problems.

(1) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the User shall immediately telephone and notify the Director of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.

(2) Within five (5) days following such discharge, the User shall, unless waived by the Director, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this article.

(3) A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees who to call in the event of a discharge described in s A, above. Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of the emergency notification procedure.

(4) SIUs are required to notify the Director immediately of any changes at its facility affecting the potential for a Slug Discharge.

(f) Reports from Unpermitted Users. All Users not required to obtain an individual Wastewater discharge permit or general permit shall provide appropriate reports to the Director as the Director may require.

(g) Notice of Violation; Repeat Sampling and Reporting

(1) If sampling performed by a User indicates a violation, the User must notify the Director within twenty-four (24) hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Director within thirty (30) days after becoming aware of the violation.

(2) Resampling by the IU is not required if the City performs sampling at the User's facility at least once a month, or if the City performs sampling at the User between the time when the initial sampling was conducted and the time when the User or the City receives the results of this sampling, or if the City has performed the sampling and analysis in lieu of the IU.

(3) If the City has performed the sampling and analysis in lieu of the IU, the City must perform the repeat sampling and analysis unless it notifies the User of the violation and requires the User to perform the repeat analysis.

(h) Notification of the Discharge of Hazardous Waste.

(1) Discharge of hazardous waste into the POTW is prohibited. Any User who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and Arizona Department of Environmental Quality, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include:

(A) the name of the hazardous waste as set forth in 40 CFR Part 261,

(B) the EPA hazardous waste number, and

(C) the type of discharge (continuous, batch, or other).

(D) If the User discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the User:

(i) an identification of the hazardous constituents contained in the wastes.

(ii) an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month.

(iii) an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months.

(2) All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this Section need be submitted only once for each hazardous waste discharged; provided, however, that notification of changed conditions must be submitted under Section 24-196(e) of this article. The notification requirement in this Section does not apply to pollutants already reported by Users subject to Categorical Pretreatment Standards under the self-monitoring requirements of Sections 24-196(a), 24-196(c) and 24-196(d) of this article.

(3) Dischargers are exempt from the requirements of subsection (1), above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the User discharges more than such quantities of any hazardous waste do not require additional notification.

(4) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the User must notify the Director, the EPA Regional Waste Management Waste Division Director, and Arizona Department of Environmental Quality of the discharge of such substance within ninety (90) days of the effective date of such regulations.

(5) In the case of any notification made under this Section, the User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(6) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this article, a permit issued thereunder, or any applicable Federal or State law.

(i) Analytical Requirements. All pollutant analyses, including sampling techniques, to be submitted as part of a Wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable Categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Director or other parties approved by EPA.

(j) Sample Collection.

(1) Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

(2) Except as indicated in subsections 24-196(k)(3) and (4) below, the User must collect Wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Director. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple Grab Samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite Samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the City, as appropriate. In addition, Grab Samples may be required to show compliance with Instantaneous Limits.

(3) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

(4) For sampling required in support of baseline monitoring and 90-day compliance reports required in Sections 24-196(a) and 24-196(c), a minimum of four (4) Grab Samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Director may authorize a lower minimum. For the reports required by Section 24-196(d), the IU is required to collect the number of Grab Samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

(k) Date of Receipt of Reports. Written reports will be deemed to have been submitted on the date postmarked. For reports, which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

(l) Recordkeeping. Users subject to the reporting requirements of this article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this article, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with any BMP established under Section 24-192(d). Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the City, or where the User has been specifically notified of a longer retention period by the Director.

(m) Certification Statements.

(1) The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with Section 24-194(g); Users submitting BMRs under subsection 24-196(a)(2)(E); Users submitting reports on compliance with the Categorical Pretreatment Standard deadlines under Section 24-196(c); Users submitting periodic compliance reports required by subsection 24-196(d)(1) through (4), and Users submitting an initial request to forego sampling of a pollutant on the basis of subsection 24-196(d)(2)(D). The following certification statement must be signed by an Authorized Representative as defined in subsection 24-191(d)(3):

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

(2) A User determined to be a NSCIU by the Director pursuant to 1.04 and 4.07(C) must annually submit the following certification statement signed by an Authorized or Duly Authorized Representative of the User. This certification must accompany an alternative report required by the Director:

Based on my inquiry of the person or persons directly responsible for managing compliance with the Categorical Pretreatment Standards under 40 CFR ____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:

- (a) The facility described as _____ [facility name] met the definition of a NSCIU as described in 1.04;
- (b) The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and
- (c) the facility never discharged more than 100 gallons of total categorical Wastewater on any given day during this reporting period.

This compliance certification is based on the following information.

(3) Certification of Pollutants Not Present. Users that have an approved monitoring waiver based on subsection 24-196(d)(2) must certify on each report with the following statement that there has been no increase in the pollutant in its wastestream due to activities of the User.

Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR _____ [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of _____ [list pollutant(s)] in the Wastewaters due to the activities at the facility since filing of the last periodic report under subsection 24-196(d)(1) of the Avondale Code.

24-197 Inspection and Compliance Monitoring.

(a) Right of Entry; Access; Unreasonable Delay.

(1) The Director shall have the right to enter the facilities of any User to ascertain whether the provisions of these rules, and any Discharge Permit or order issued hereunder, are being met and whether the User is complying with all requirements thereof. Users shall allow the City ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

(2) Where a User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security personnel so that, upon presentation of suitable identification, the City will be permitted to enter without delay for the purposes of performing specific responsibilities.

(3) The Director shall have the right to set upon the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's discharge.

(4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the City and shall not be replaced. The costs of clearing such access shall be borne by the User.

(5) Unreasonable delays in allowing the Director access to the User's premises shall constitute Non-Compliance with these rules.

(b) Monitoring Facilities.

(1) The Director may require the User to install monitoring equipment as necessary. When required by the City, each User shall provide and operate at its own expense a monitoring facility to allow inspection, sampling, and flow measurements of the Sewer discharge to the POTW. The User's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense. Each monitoring facility shall be situated on the User's premises, except where such a location would be impractical or cause undue hardship on the User. Subject to approval by the jurisdictional road authority, the City may concur with the facility being constructed in the public street or rights-of-way,

providing that the facility is located so that it will not be obstructed by landscaping or parked vehicles. The City, whenever applicable, may require the construction and maintenance of sampling facilities at other locations where appropriate.

(2) There shall be ample room in or near such monitoring facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and monitoring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the User.

(3) All monitoring facilities shall be constructed and maintained in accordance with all applicable local construction standards and specifications.

(4) All devices used to measure Wastewater flow and quality shall be calibrated at least annually to ensure their accuracy. The Director may require any measurement device to be calibrated more frequently.

(c) Search Warrants. If the Director has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the City designed to verify compliance with this article or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, the Director may seek issuance of a search warrant from the Municipal Court of the City. Such warrant shall be served at reasonable hours by the City in the company of a uniformed police officer of the law enforcement agency with jurisdiction. All costs associated with obtaining the search warrant incurred by the City shall be borne by the property owner and shall be recoverable by the City in accordance with applicable law.

(d) Vandalism. No Person shall willfully or negligently damage, destroy, uncover, deface, tamper with, or prevent access to any structure, appurtenance or equipment, or other part of the POTW. Any Person found in Non-Compliance with this requirement shall be subject to the sanctions set out in these rules.

24-198 Confidential Information.

Information and data on a User obtained from reports, surveys, Wastewater discharge permit applications, individual Wastewater discharge permits, general permits and monitoring programs, and from City inspection and sampling activities, shall be available to the public without restriction, unless the User specifically requests, and is able to demonstrate to the satisfaction of the City, that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets under applicable Federal and State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the User furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the AZPDES program or Pretreatment program, and in enforcement proceedings involving the Person furnishing the report. Wastewater constituents and characteristics and other "effluent

data” as defined at 40 CFR Part 2.302 will not be recognized as confidential information and shall be available to the public without restriction.

24-199 Publication of Users in Significant Non-Compliance.

(a) Significant Non-Compliance List. The Director shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW, a list of all Users that, at any time during the previous four (4) quarters, were in Significant Noncompliance with applicable Pretreatment Standards or Requirements. The term Significant Noncompliance shall be applicable to all SIUs (or any other IU that violates subsections (3), (4) or (8) of this Section) and shall mean:

(1) Chronic violations of Wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six- (6-) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Section 24-192;

(2) TRC violations, defined here as those in which thirty-three percent (33%) or more of Wastewater measurements taken for each pollutant parameter during a six- (6-) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by Section 22-192 multiplied by the applicable criteria (1.4 for BOD, TSS, FOG, and 1.2 for all other pollutants except pH);

(3) Any other violation of a Pretreatment Standard or Requirement as defined by Section 24-192 (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the Director determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;

(4) Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the Director’s exercise of its emergency authority to halt or prevent such a discharge;

(5) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual Wastewater discharge permit or a general permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(6) Failure to provide within forty-five (45) days after the due date, any required reports, including BMRs, reports on compliance with Categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(7) Failure to accurately report noncompliance; or

(8) Any other violation(s), which may include a violation of BMP, which the Director determines will adversely affect the operation or implementation of the local Pretreatment program.

24-200 Administrative Enforcement Remedies

(a) Notification of Non-compliance. When the Director finds that a User has violated, or continues to violate, any provision of this article, an individual Wastewater discharge permit, or a general permit {optional}, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may serve upon that User a written Notice of Violation, via certified mail, return receipt requested. Within seven (7) days of the receipt of such notice, an explanation of the Non-Compliance and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to the City's pretreatment coordinator. Submission of this plan in no way relieves the User of liability for any Non-Compliance occurring before or after receipt of the Notice of Violation. Nothing in this Section shall limit the authority of the City to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

(b) Consent Orders. The Director may enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any User responsible for noncompliance. Such documents shall include specific action to be taken by the User to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Sections 24-200(d) and 24-200(e) of this article and shall be judicially enforceable. Use of a Consent Order shall not be a bar against, or prerequisite for, taking any other action against the User.

(c) Show Cause Hearing. The Director may order a User which has violated, or continues to violate, any provision of this article, an individual Wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, to appear before the Director and show cause why the proposed enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing. Such notice may be served on any Authorized Representative of the User as defined in subsection 24-191(d)(3) and required by subsection 24-194(g)(1). A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the User.

(d) Compliance Orders. When the Director finds that a User has violated, or continues to violate, any provision of this article, an individual Wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may issue an order to the User responsible for the discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities,

devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the POTW. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

(e) Cease and Desist Orders.

(1) When the Director finds that a User has violated, or continues to violate, any provision of this article, an individual Wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, or that the User's past violations are likely to recur, the Director may issue an order to the User directing it to cease and desist all such violations and directing the User to:

(A) Immediately comply with all requirements; and

(B) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

(2) Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the User.

(f) Emergency Suspensions.

(1) The Director may immediately suspend a User's discharge, after informal notice to the User, whenever such suspension is necessary to stop an actual or threatened discharge that reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The Director may also immediately suspend a User's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents or may present an endangerment to the environment.

(2) Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Director shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving water, or endangerment to any individuals. The Director may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the City that the period of endangerment has passed, unless the termination proceedings in subsection 24-200(h) of these rules are initiated against the User.

(3) A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement within ten (10) days, describing the causes of the harmful contribution and the measures taken to prevent any

future occurrence, to the Director prior to the date of any show cause or termination hearing under Sections 24-200(c) and 24-200(h) of these rules.

(4) Nothing in this Section shall be interpreted as requiring a hearing prior to any emergency suspension under this Section.

(g) Termination of Discharge (Non-Emergency).

(1) In addition to the provisions in Section 24-195(f) of this article, any User who violates the following conditions is subject to discharge termination:

(A) Violation of individual Wastewater discharge permit or general permit conditions;

(B) Non-compliance with Discharge Permit conditions;

(C) Failure to accurately report the Wastewater constituents and characteristics of its discharge;

(D) Failure to report significant changes in operations or Wastewater volume, constituents and characteristics prior to discharge;

(E) Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling; or

(F) Noncompliance with the Pretreatment Standards in Section 24-193 of these rules.

(G) Failure to timely pay any sewer user fees or charges, fines, or penalties authorized or required by this article.

(2) Such User shall be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 24-200(c) of these rules why the proposed action should not be taken. Exercise of this option by the Director shall not be a bar to, or prerequisite for, taking any other action against the User.

(h) Cost Recovery Assessment. When the City finds that a User has violated, or continues to violate, any provision of this article, an individual Wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, and the City incurs costs associated with said Non-Compliance, the Director may assess such User an amount not to exceed said costs. City costs may include, but not be limited to operations and maintenance costs, including labor and overhead, equipment cost, and penalties and fines, plus the expense, loss, damage, cost of inspection or cost of correction incurred by the City by reason of such Non-Compliance, including any expenses or reasonable attorneys' fees incurred by the City in collecting from such User any penalty, fine, loss, damage, expense, cost of inspection or cost of correction.

(i) Enforcement Response Plan and Penalty Policy.

(1) The Director is authorized to develop and submit to the City Council for its approval by resolution:

(A) An enforcement response plan; and

(B) Penalty policy.

(2) Any enforcement response plan will at a minimum satisfy the requirements of 40 CFR § 403.8(f)(5). Any penalty policy shall establish the factors to be considered and the method of calculating administrative fines to be assessed pursuant to Section 24-200(f) and the factors to be considered in utilizing the judicial enforcement remedies set forth in Section 24-201 of this article.

24-201 Judicial Enforcement Remedies

(a) Injunctive Relief. When the Director finds that a User has violated, or continues to violate, any provision of this article, an individual Wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, the City may petition the Superior Court of Arizona through the City's Counsel for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual Wastewater discharge permit, general permit, order, or other requirement imposed by this article on activities of the User. The Director may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

(b) Civil Penalties.

(1) A User has violated, or continues to violate, any provision of this article, an individual Wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement shall be liable to the City for a civil penalty of not less than \$1,000 or more than \$25,000 per violation, per day in accordance with ARIZ. REV. STAT. § 49-391. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

(2) The City may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.

(3) In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the

User's violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.

(4) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

(c) **Criminal Prosecution.**

(1) A Person who willfully or negligently violates any provision of this article, a Wastewater discharge permit, or order issued hereunder, or any other applicable federal, state or local Pretreatment Standard or Requirement shall, upon conviction, be guilty of a class one (1) misdemeanor, punishable by a fine of not more than \$2,500 per violation, per day, or imprisonment for not more than six (6) months, or both.

(2) A Person who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction for violation of this article, be guilty of a class one misdemeanor and be subject to a penalty of at least \$2,500, or be subject to imprisonment for not more than six (6) months, or both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under state or federal law.

(3) A Person who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this article, Wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this article shall, upon conviction, be punished by a fine of not more than \$2,500 per violation, per day, or imprisonment for not more than six (6) months, or both.

(d) Remedies Non-exclusive. The provisions in Sections 24-201 through 24-203 of these rules are not exclusive remedies. The City reserves the right to take any, all, or any combination of these actions against a non-compliant User. Enforcement of Non-Compliance incidents will generally be in accordance with the City's enforcement response plan. However, the City reserves the right to take other action against any User when the circumstances warrant. Further, the City is empowered to take more than one enforcement action against any non-compliant User. These actions may be taken concurrently.

24-202 Supplemental Enforcement Action.

(a) Penalties for Late Reports. A penalty in a sum not to exceed a value determined by the Director to be necessary to achieve consistent compliance shall be assessed to any User for each day that a report required by this article, a permit or order issued hereunder is late, beginning five days after the date the report is due higher penalties may also be assessed where reports are more than 30-45 days late. Actions taken by the Director to collect late reporting penalties shall not limit the Director's authority to initiate other enforcement actions that may include penalties for late reporting violations.

(b) Performance Bonds. The Director may decline to issue or reissue an individual Wastewater discharge permit or a general permit to any User who has failed to comply with any provision of this article, a previous individual Wastewater discharge permit, or a previous general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, unless such User first files a satisfactory bond, payable to the City, in a sum not to exceed a value determined by the Director to be necessary to achieve consistent compliance.

(c) Liability Insurance. The Director may decline to issue or reissue an individual Wastewater discharge or a general permit to any User who has failed to comply with any provision of this article, a previous individual Wastewater discharge permit, or a previous general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, unless the User first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

(d) Payment of Outstanding Fees and Penalties. The Director may decline to issue or reissue an individual Wastewater discharge permit or a general permit to any User who has failed to pay any outstanding fees, fines or penalties incurred as a result of any provision of this article, a previous individual Wastewater discharge permit, or a previous general permit or order issued hereunder.

(e) Water Supply Severance. Whenever a User has violated or continues to violate any provision of this article, an individual Wastewater discharge permit, a general permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, water service to the User may be severed. Service will recommence, at the User's expense, only after the User has satisfactorily demonstrated its ability to comply.

(f) Public Nuisances. A violation of any provision of this article, an individual Wastewater discharge permit, a general permit, or order issued hereunder, or any other Pretreatment Standard or Requirement is hereby declared a public nuisance and shall be corrected or abated as directed by the Director. Any Person(s) creating a public nuisance shall be subject to the provisions of the City Code Section 15-6 governing such nuisances, including reimbursing the City for any costs incurred in removing, abating, or remedying said nuisance.

(g) Informant Rewards. The Director may pay up to [_____ dollars (\$_____)] for information leading to the discovery of noncompliance by a User. In the event that the information provided results in a civil penalty levied against the User, the Director may disperse up to [_____ percent (____%)] of the collected fine or penalty to the informant. However, a single reward payment may not exceed [_____ dollars (\$_____)].

(h) Contractor Listing. Users which have not achieved compliance with applicable Pretreatment Standards and Requirements are not eligible to receive a contractual award for the sale of goods or services to the City. Existing contracts for the sale of goods or services to the City held by a User found to be in Significant Noncompliance with Pretreatment Standards or Requirements may be terminated at the discretion of the Director.

24-203 Affirmative Defenses to Discharge Violations.

(a) Upset.

(1) For the purpose of this Section, “Upset” means an exceptional incident in which there is unintentional and temporary Non-Compliance with Categorical Pretreatment Standards because of factors beyond the reasonable control of the User. An Upset does not include Non-Compliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(2) An Upset shall constitute an affirmative defense to an action brought for Non-Compliance with applicable Pretreatment Standards if the requirements of subsection (3) below are met.

(3) A User who wishes to establish the affirmative defense of Upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

(A) An Upset occurred and the User can identify the cause(s) of the Upset;

(B) The facility was at the time being operated in a prudent and workman-like manner and in accordance with applicable operation and maintenance procedures; and

(C) The User has submitted the following information to the City within twenty-four (24) hours of becoming aware of the Upset (if this information is provided orally, a written submission must be provided within five (5) calendar days):

(i) A description of the Indirect Discharge and cause of Non-Compliance;

(ii) The period of Non-Compliance, including exact dates and times or, if not corrected, the anticipated time the Non-Compliance is expected to continue; and

(iii) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the Non-Compliance.

(4) In any enforcement proceeding, the User seeking to establish the occurrence of an Upset shall have the burden of proof.

(5) Users shall have the opportunity for a judicial determination on any claim of Upset only in an enforcement action brought for Non-Compliance with Categorical Pretreatment Standards.

(6) Users shall control production of all discharges to the extent necessary to maintain compliance with Categorical Pretreatment Standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

(b) Prohibited Discharge Standards. A User shall have an affirmative defense to an enforcement action brought against it for Non-Compliance with the prohibitions in subsections 24-192(a)(1) and 24-192(a)(2)(C) through 24-192(a)(2)(G) of this article if the User can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause Pass Through or Interference and that either:

(1) a Local Limit exists for each pollutant discharged and the User was in compliance with each limit directly prior to, and during, the Pass Through or Interference; or

(2) no Local Limits exists, but the discharge did not change substantially in nature or constituents from the User's prior discharge when the User was regularly in compliance with its AZPDES Permits, and in the case of Interference, was in compliance with applicable biosolids use or disposal requirements.

(c) Bypass.

(1) For the purposes of this Section:

(A) "Bypass" means the intentional diversion of waste streams from any portion of a User's treatment facility.

(B) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(2) A User may allow any bypass to occur that does not cause Non-Compliance with any applicable Pretreatment Standards or Requirements, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of subsections (3) and (4) of this Section.

(3) A User shall notify the Director of any bypass as follows:

(A) If a User knows in advance of the need for a bypass, it shall submit prior notice to the Director, at least ten (10) days before the date of the bypass, if possible.

(B) A User shall submit oral notice to the Director of an unanticipated bypass that exceeds applicable Pretreatment Standards within twenty-four (24) hours

from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) calendar days of the time the User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated duration of time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Director may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

(4) Bypass is prohibited, and the Director may take an enforcement action against a User for a bypass, unless:

(A) The Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(B) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

(C) The User submitted notices as required under subsection 24-203(c)(3) of this Section.

(5) The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three (3) conditions listed in subsection 24-203(c)(4)(A).

24-204 Wastewater Treatment Rates and Fees.

Wastewater treatment rates and fees will be established as part of the annual budget process or as adopted by the City Council by separate resolution.

24-205 Miscellaneous Provisions.

(a) Sewer Use Charges and Fees. The City may adopt as part of the annual budget process or by separate resolution reasonable fees for reimbursement of costs of set up, operation, and administration of the City's pretreatment program that may include, but not be limited to, the following:

(1) Fees for Wastewater discharge permit applications including the cost of processing such applications;

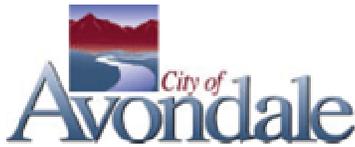
(2) Fees for monitoring, inspection, and surveillance procedures including, but not limited to, the cost of collecting and analyzing a User's discharge, reviewing monitoring

reports and certification statements submitted by Users, and general administration of Wastewater discharge permits;

(3) Fees for reviewing and responding to accidental discharge procedures and construction review;

(4) Fees for filing appeals; and

(5) Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this article and are separate from all other fees, charges, fines, and penalties adopted by, and due to, the City.



CITY COUNCIL REPORT

SUBJECT:
Housing Assessment Findings

MEETING DATE:
February 1, 2010

TO: Mayor and Council

FROM: Gina Montes Director of Neighborhood and Family Services and Rogene E. Hill, Assistant City Manager

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff will present Council with an overview of the Housing Assessment of the Old Town Revitalization Area completed by the Drachman Institute.

BACKGROUND:

The Drachman Institute is a research and public service unit of The College of Architecture and Landscape Architecture at the University of Arizona. This unit is dedicated to the environmentally sensitive and resource-conscious development of neighborhoods and communities.

Through a grant from the Arizona Department of Housing (ADOH), the Drachman Institute provided technical assistance to assess the housing needs in the Old Town Revitalization Area. Staff from the City and the Drachman Institute have collected and evaluated data on population, economics, housing statistics, and housing conditions through a variety of sources and activities. Data comes from American Fact Finder (2000 Census), City Data, Caritas, and other reports and studies concerning Avondale. Additionally, with the help of City staff and others, the Drachman Institute conducted a windshield survey of over 2500 properties in the Revitalization Area to assess housing conditions.

DISCUSSION:

Revitalizing Western Avenue, Avondale's former "Main Street" has been a Council goal for decades. Since the mid-90's the City has improved landscaping, lighting and sidewalks, remodeled the Police and Fire Stations, constructed a new 16,000 SF Library, and converted the former library building into the Care1st Resource and Housing Center where non profit organizations offer services to the community.

The City currently offers a façade improvement grant for businesses along Western Avenue and provides business development resources and commercial infill incentives. However, housing conditions in the Old Town Avondale neighborhood are stressed due to the age of housing and the lack of market activity and investment. Currently, the City offers modest residential rehabilitation programs and residential infill incentives that have had a positive impact in the Revitalization Area.

In order to capitalize on the opportunity presented by Western Avenue as one of the few original pedestrian retail streets in the Valley, there is a need to improve existing housing stock and plan for mixed income and mixed use development along Western Avenue and its surrounding streets.

Some of the findings that will be presented and discussed are:

1. While the City of Avondale has seen a 126% growth in population between 2000 and 2008,

- many parts of the Revitalization Area have seen a population decrease during that time.
2. Household income in the Revitalization Area is approximately half the City's median income demonstrating the need for mixed income and market rate housing.
 3. Half of the housing in the Revitalization Area is rental and includes both single family and multi-family units, demonstrating ongoing need for home buyer assistance.
 4. More than 35% of the renters in the Revitalization Area were paying more than 30% of their household income for housing (in 2000).
 5. Thirty-seven percent (37%) of the housing stock in the Revitalization Area was built before 1970 and much of this housing stock needs more than \$50,000 worth of repairs or replacement is warranted

The City is currently addressing some of these issues through the Avondale Homebuyer Assistance Program and the Avondale Home Repair Program. This ADOH-funded study will help the City to identify how to best concentrate efforts and allocate resources to specific needs, neighborhoods, projects, and programs. It will be used in formulating the CDBG Consolidated Plan Update, which is a HUD requirement and due in the fall of 2010. In addition, this information will help document the need for additional federal resources dedicated to housing programs.

RECOMMENDATION:

No council action is necessary. This item is being presented for discussion only.

ATTACHMENTS:

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No Attachments Available