

# CITY COUNCIL AGENDA

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

**WORK SESSION**  
October 18, 2010  
6:00 PM

## CALL TO ORDER BY MAYOR ROGERS

**1 ROLL CALL BY THE CITY CLERK**

**2 SR 801 ALIGNMENT DISCUSSION**

Staff will present information regarding the proposed alignments of the proposed I-10 Reliever freeway, State Route 801 is for information, discussion and possible direction. No Council action is required.

**3 ADJOURNMENT**

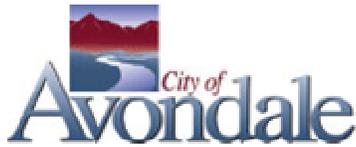
Respectfully submitted,

A handwritten signature in cursive script that reads "Carmen Martinez".

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:**  
SR 801 Alignment Discussion

**MEETING DATE:**  
October 18, 2010

**TO:** Mayor and Council  
**FROM:** David Fitzhugh  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff will present information regarding the proposed alignments of the proposed I-10 Reliever freeway, State Route 801 for information, discussion and possible direction. No Council action is required.

**BACKGROUND:**

Beginning in 2002, the Maricopa Association of Governments initiated a number of transportation studies in the valley in preparation of a possible extension of the 1985 1/2 cent transportation sales tax. The results of the studies were used as the basis for recommendations presented to the MAG Regional Council to be included in the proposed 2004 sales tax extension and ultimately to Maricopa County Voters as Proposition 400. In November of 2004, the voters approved the proposition to fund the 20-year transportation plan including freeways, arterials, transit and some freeway operations/maintenance costs.

The City of Avondale recognized the impact of the proposed freeway on the future development of the city and, upon approval of Proposition 400, began a process to formalize the City's position and preferred alignment. The City Council adopted Resolution 2625-207 on February 20, 2007 supporting the ADOT's efforts to quickly identify the freeway alignment and urging them to select the southernmost alignment known as 2C-3.

Three alignments were initially considered, the northern, middle and southern plus a no-build option. In July 2007, ADOT dropped the middle alignment from further consideration with the intention of carrying the no-build, northern and southern alignments forward through the Location/Design Concept Report (L/DCR) and Environmental Assessment (EA) process. Several meetings were held with ADOT staff including a workshop in October 2007 to reconcile differences between Avondale and ADOT. At the time, we believed the previous Director of ADOT would recommend the southern alignment as the preferred corridor by the end of 2007.

The change in leadership at ADOT coupled with the severe recession and loss of Proposition 400 revenue significantly reduced the work on the SR 801 project and met with ADOT in early 2010. The MAG Regional Council recently acted to revise the phasing of projects in the Regional Transportation Plan due to funding constraints. SR 801, together with most other projects in the last five years of the plan, has been moved to the unfunded Fifth Phase. This phase is beyond the 20-year horizon of Proposition 400 and would likely require a re-authorization of the 1/2 cent tax.

**DISCUSSION:**

The City Council was recently presented information regarding the status of the General Plan 2030 update including the status of the Estrella Foothills Specific Plan. Several Councilmembers asked questions about the proposed SR 801, impact to the City and the City's position on the stated

preferred alignment. Council directed staff to prepare a work session item to discuss these issues.

Staff will present background information regarding:

- The origin of SR 801
- Development of the City's preference for the southern alignment
- ADOT's corridor selection process
- Avondale's Economic Impact Analysis of SR 801
- Discussion of all of the alternatives considered

**BUDGETARY IMPACT:**

There is no direct budgetary impact.

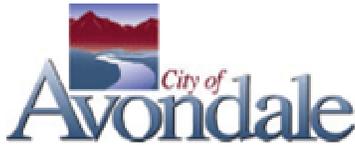
**RECOMMENDATION:**

The information presented regarding the proposed alignments of the proposed I-10 Reliever freeway, State Route 801 is for information, discussion and possible direction. No Council action is required.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL AGENDA

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

REGULAR MEETING  
October 18, 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 UNSCHEDULED PUBLIC APPEARANCES**

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

**3 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**

Regular Meeting of October 4, 2010.

**b. LIQUOR LICENSE SERIES 12 (RESTAURANT) - CHINA CITY SUPER BUFFET**

City Council will consider a request from Mr. Yang Chun Lu for a Series 12 Restaurant License to sell all spirituous liquors at China City Super Buffet located at 10040 W McDowell Road in Avondale. The Council will take appropriate action.

**c. LIQUOR LICENSE - AGENT CHANGE AND ACQUISITION OF CONTROL - PILOT TRAVEL CENTERS, LLC**

City Council will consider a request from Ms Andrea Dahlman Lewkowitz for approval of an Agent Change and Acquisition of Control for the Series 10-Off-Sale Retailer's License to sell beer and wine at Pilot Travel Center located at 900 N 99th Avenue in Avondale. The Council will take appropriate action.

**d. SAMPLING LIQUOR LICENSE (9S) - SAM'S CLUB**

City Council will consider a request from Ms Clare Abel on behalf of Sam's Club #4830 located at 1459 N Dysart Road in Avondale for a Series 9S Liquor License which would allow sampling privileges at the location. The Council will take appropriate action.

**e. PURCHASE AGREEMENT – INVADER PEST MANAGEMENT, INC.**

City Council will consider a request to approve a Purchase Agreement with Invader Pest Management, Inc. to provide pest control services and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

f. **CONSTRUCTION CONTRACT - MARKHAM CONTRACTING CO., INC. – HILL DRIVE IMPROVEMENT PROJECT**

City Council will consider a request to award a construction contract to Markham Contracting Co., Inc. to provide construction services for the Hill Drive Improvement Project in the amount of \$215,882.17, authorize the transfer of \$131,700 from 304-1153-00-8420, 127th Ave - Lower Buckeye to Dysart to 304-1252-00-8420, Hill Drive, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **RESOLUTION 2902-1010 - AVONDALE MUNICIPAL ART COMMITTEE BYLAWS**

City Council will consider a resolution amending the Bylaws of the Municipal Art Committee to standardize their format and update and clarify the language as needed. The Council will take appropriate action.

4 **ORDINANCE 1425-1010 - AMENDING CHAPTER 24 - WATER SERVICES FEES AND DEPOSITS**

City Council will consider an ordinance amending the Avondale City Code, Chapter 24, relating to the responsible party, an increase in security deposits, the fee to connect service, and conditions to restore service. The Council will take appropriate action.

5 **ADJOURNMENT**

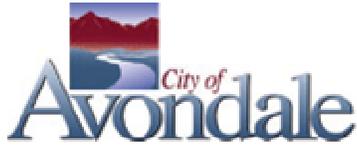
Respectfully submitted,



Carmen Martinez  
City Clerk

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# CITY COUNCIL REPORT

**SUBJECT:**  
APPROVAL OF MINUTES

**MEETING DATE:**  
October 18, 2010

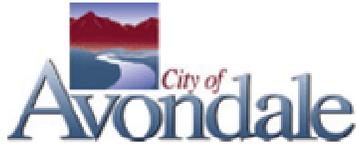
**TO:** Mayor and Council  
**FROM:** Carmen Martinez, City Clerk (623) 333-1214  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**  
Regular Meeting of October 4, 2010.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Liquor License Series 12 (Restaurant) - China City Super Buffet

**MEETING DATE:**

October 18, 2010

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

City Council will consider a request from Mr. Yang Chun Lu for a Series 12 Restaurant License to sell all spirituous liquors at China City Super Buffet located at 10040 W McDowell Road in Avondale.

**DISCUSSION:**

The City Clerk's Department has received an application for a Series 12 Restaurant license to sell all spirituous liquors from Mr. Yang Chun Lu for a Series 12 Restaurant License to sell all spirituous liquors at China City Super Buffet located at 10040 W McDowell Road, Ste 35 in Avondale, Arizona.

As required by state law and city ordinance, the application was posted for the required period of time starting September 27, 2010 and a notice was published in the West Valley View on October 1 and 5, 2010. No comments were received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete.

The Development Services, Finance, Fire and Police Departments have reviewed the application and are recommending approval. Their comments are attached.

**RECOMMENDATION:**

Staff is recommending Council approval of an application for a Restaurant (Series 12) License to sell all spirituous liquors at China City Super Buffet located at 10040 W McDowell Road, Ste 35 in Avondale, Arizona.

**ATTACHMENTS:**

Click to download

- [Application](#)
- [Departmental Review](#)
- [Posting Photos](#)
- [Vicinity Map](#)

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

- MORE THAN ONE LICENSE
- 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 #(s):

1. Type of License(s): Restaurant

2. Total fees attached: \$

Department Use Only

12078505

**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. Lu Yang P. 1038330 Chun  
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: Chinese Asian Super Buffet Inc B1044770  
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: China City Super Buffet  
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 10040 W McDowell Rd 3E 35 Mariicopa Avondale, Az 85392  
(Do not use PO Box Number) City County Zip
5. Business Phone: Not available yet Daytime Contact: \_\_\_\_\_
6. Is the business located within the incorporated limits of the above city or town?  YES  NO
7. Mailing Address: \_\_\_\_\_  
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type \_\_\_\_\_ \$ \_\_\_\_\_ Type \_\_\_\_\_ \$ \_\_\_\_\_

**DEPARTMENT USE ONLY**

Fees: 100. Application 0 Interim Permit 0 Agent Change 0 Club 0 Finger Prints \$ 100.00  
TOTAL OF ALL FEES

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

Accepted by: M.C Date: 9/13/10 Lic. # 12078505

**SECTION 5 Interim Permit:**

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.

X \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_  
 (Signature) The foregoing instrument was acknowledged before me this  
 \_\_\_\_\_ day of \_\_\_\_\_  
 My commission expires on: \_\_\_\_\_ Day Month Year  
 \_\_\_\_\_  
 (Signature of NOTARY PUBLIC)

**SECTION 6 Individual or Partnership Owners:**

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.

1. Name of Corporation/L.L.C.: Chinese Asian Super Buffet Inc  
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 8/2/2010 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No.: 1621707-8 Date authorized to do business in AZ: 11/1/2010
4. AZ L.L.C. File No: N/A Date authorized to do business in AZ: \_\_\_\_\_
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
Lu	Yang	Chen	President				

(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
Lu	Yang	Chen	100				

(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:**

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)

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

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:**

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

1. Current Licensee's Name: \_\_\_\_\_  
(Exactly as it appears on license) Last First Middle Entity: \_\_\_\_\_  
(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. If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
7. Current Mailing Address: Street \_\_\_\_\_  
(Other than business) City, State, Zip \_\_\_\_\_
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer?  YES  NO
9. 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.

10. I, \_\_\_\_\_, hereby authorize the department to process this application to transfer the 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 STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

\_\_\_\_\_  
(Signature of CURRENT LICENSEE)

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this

\_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_

**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

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. If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
5. 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: 4752 ft. Name of school Rio Vista Elementary  
Address 10237 W. Encanto Blvd. Avondale Az 85392  
City, State, Zip
2. Distance to nearest church: 2112 ft. Name of church Life Point Church  
Address 10250 W. Meadowell Rd. 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 Inland Southwest Mgt. LLC  
Address 2901 Butterfield Rd. Oak Brook, IL 60523  
City, State, Zip
- 4a. Monthly rental/lease rate \$ 14,900 What is the remaining length of the lease 10 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ N/A or other Pursue Legal Remedies  
(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

**SEE AMENDMENT**

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

**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.

- 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: 1,752 ft. Name of school Rio Vista Elementary School  
Address 10237 W Encanto Blvd. Avondale, AZ  
City, State, Zip 85392
- 2. Distance to nearest church: 4,163 ft. Name of church First Southern Baptist Church of Garden Lakes  
Address 2517 N 107th Ave Avondale, AZ  
City, State, Zip 85392
- 3. I am the:  Lessee  Sublessee  Owner  Purchaser (of premises)
- 4. If the premises is leased give lessors: Name Inland Southwest Mgt LLC  
Address 2901 Butterfield Rd. Oak Brook, IL  
City, State, Zip 60523
- 4a. Monthly rental/lease rate \$ 14,500 What is the remaining length of the lease 10 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ N/A or other Preserve legal Ramadan  
(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

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

**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:**

- 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.

*Yusuf Khan*  
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](http://www.azliquor.gov) and click on the "Information" tab.

YL  
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
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign?  YES  NO  
 If yes, what is your estimated opening date? NOV 15, 2010  
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. § 4-207.01(B), 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.

YL  
applicants initials

**SECTION 15** Diagram of Premises

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 application, please write the words "diagram attached" in box provided below.

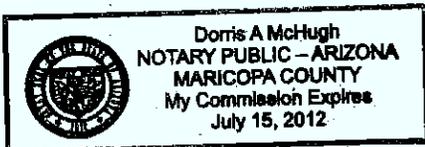
*diagram attached*

10 AUG 31 10:09 AM '10

**SECTION 16** Signature Block

I, Yang cheun lu, 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 yang cheun lu  
(signature of applicant listed in Section 4, Question 1)

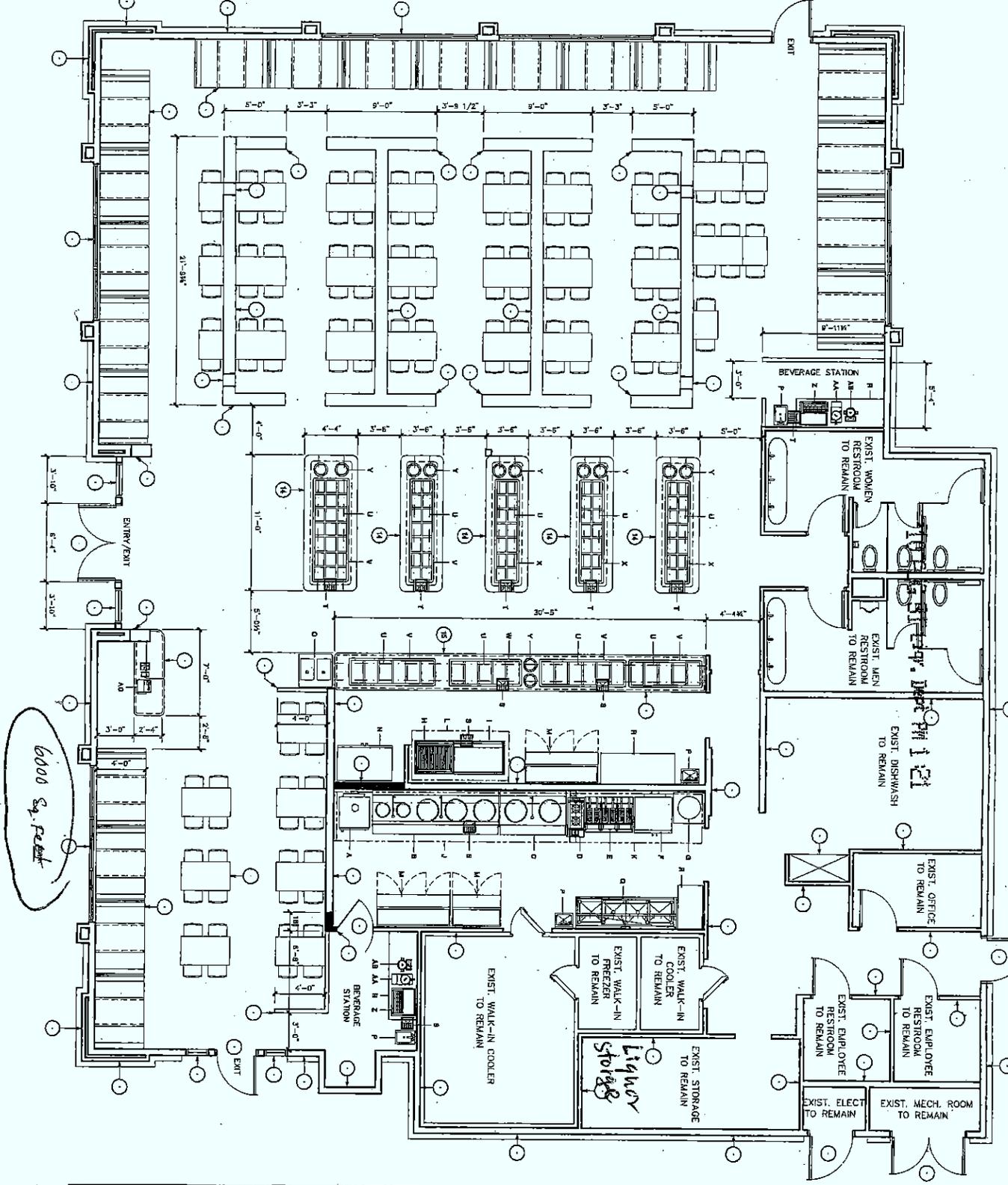


My commission expires on: 7 15 2012  
Day Month Year

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 20th of August 2010  
Day of Month Year

Doris A McHugh  
signature of NOTARY PUBLIC



**CHINA CITY BUFFET**

**Floor Plan**

NO.	DESCRIPTION	MODEL	QTY
A	SINK HOOD	RSS-30	25,000
B	2-HOLE CHINESE WORKS	RSS-300	150,000
C	2-BURNER RANGE	RSSR-200	120,000
D	3-BURNER RANGE	ARRP12-2	65,000
E	3-BURNER RANGE 11,000 BTU E.A.	50145	130,000
F	DOUBLE CONVECTION OVEN	500-2	150,000
G	NEW RICE COOKER	PM-1025-M	35,000
H	CHAFER BROILER	4888-3A	80,000
I	48" CHAFER	4888-181A	120,000
J	18" S/S KITCHEN TYPE I HOOD		
K	10'-6" S/S KITCHEN TYPE I HOOD		
L	8' S/S KITCHEN TYPE I HOOD		
M	COOKING MATERIAL REFRIGERATOR	TABLE 7-1841	
N	DOUBLE DOOR BEACH-IN REFRIGERATOR	TABLE 1201	
O	NEW ICE CREAM MACHINE		
P	NEW HAND SINK		
Q	EXISTING FOOD PREP. SINK		
R	5/3 WORK TABLE		
S	EXISTING FLOOR SINK		
T	NEW FLOOR SINK		
U	TABLE MOUNT SHEETZ GUARD		
V	1000W-HOLD ICE WATER FOOD UNIT		
W	1000W-HOT FOOD UNIT W/1 BURN HT.		
X	1000W-HOT FOOD UNIT W/2 BURN HT. E.A.		
Y	1000W-FLAME OVERSEER		
Z	SOUL & ICE DISPENSER		
A-A	ICEB TEA BREWER		
A-B	COFFEE BREWER		
A-C	COFFEE DISPENSER		
A-D	CASHIER'S COUNTER		

11/11/2011

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

RESTAURANT OPERATION PLAN

LICENSE # 10078505

1. List by Make, Model and Capacity of your:

Grill	48" Griddle 1MBIT-4828, 3 Deep Fryer 110,000 BTU Ea. SG145	10 AUG 31 11:47 AM '01 Dept PM 121
Oven	Double Convection Oven SDG-2 160,000 BTU	
Freezer	Walk-in Freezer	
Refrigerator	Double Door Reach in Refrigerator TRUE TEMPS, Walk-IN Refrigerator	
Sink	New Hand Sink x3, Floor-Sink x9	
Dish Washing Facilities	Auto Chlor	
Food Preparation Counter (Dimensions)	6'x3', 3'x2'	
Other		

2. Print the name of your restaurant: China City Super Buffet

3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

4. List the seating capacity for:

- a. Restaurant area of your premises [ 208 ]
- b. Bar area of your premises [ +0 ]
- c. Total area of your premises [ 208 ]

5. What type of dinnerware and utensils are utilized within your restaurant?  
 Reusable       Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover).  Yes \_\_\_\_\_ %     No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 60 %

\*Disabled individuals requiring special accommodations, please call (602) 542-9027

8. Does your restaurant contain any games or television?  Yes  No  
If yes, specify what types and how many of each type (Televisions, Pool tables, Video Games, Darts, etc).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Do you have live entertainment or dancing?  Yes  No  
(If yes, what type and how often?)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Use space below or attach a list of employee positions and their duties to fully staff your business.

- 3 cooks: Prepare and cook food
  - 8 waiters and waitress: serves customers
  - 2 cashiers: serves customers
  - 1 kitchen manager: in charge of kitchen's operation including scheduling, ordering supplies, oversees food preparation
  - 6 kitchen helpers: prepare food and cleaning dishes
  - 2 restaurant manager: oversee the restaurant overall operation
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

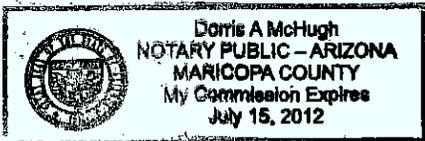
I, Yang Chun Lu, hereby declare that I am the APPLICANT filing this application. I have  
(Print full name)  
read this application and the contents and all statements true, correct and complete.

X *Yang Chun Lu*  
(Signature of APPLICANT)

State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this  
20<sup>th</sup> day of August, 2012<sup>DM</sup>  
Day of Month Month Year

My commission expires on: 7-15-2012

*Doris A. McHugh*  
(Signature of NOTARY PUBLIC)



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor

Phoenix, AZ 85007-2934

www.azliquor.gov

(602) 542-5141

**RECORDS REQUIRED FOR AUDIT**

**SERIES 11 (HOTEL/MOTEL W/RESTAURANT AND SERIES 12 (RESTAURANT)**

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

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

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

10 AUG 31 11:41 AM Dept PM 1 21



# All You Can Eat China City Super Buffet

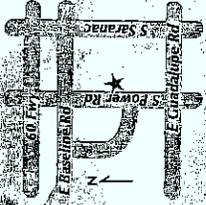
2225 S. Power Road, #1011, Mesa, AZ 85209  
Tel: 480-907-6600 FAX: 480-907-6600

**Business Hours**

Mon - Thurs: 10:30 am - 10:00 pm

Fri - Sat., Sunday: 10:30 am - 10:30 pm

**Sushi • Seafood • Chinese • Mongolian B.B.Q.**



**Lunch: Monday-Saturday**

Adult: \$7.49

Children (4-10 Yrs): \$3.99

**Dinner: Monday-Thursday**

Adult: \$10.99

Children (4-10 Yrs): \$5.99

**Sun & Holiday:**

All Day Dinner

Friday-Saturday Dinner

Adult: \$11.99

Children (4-10 Yrs): \$5.99

China City Super Buffet accommodates all types of group gathering, whether it is a graduation celebration, business reception or birthday party.

Please Contact Manager For Reservation.

**Menu Change Daily:**

Snow Crab Leg, Crab, Oyster, Fresh Fish, Craw Fish, Scallops,

Clam, Mussels, Duck, Baked Scallops, Fried Calamari, Baked Salmon, Shrimp,

Various Kinds of Sushi, Salad Bar, Ice Cream, Fresh Fruit, Appetizers, Desserts.... And More.

**Over 200 Items Prepare Fresh Daily**

**PARTY ROOM,  
GIFT CERTIFICATES &  
CATERING AVAILABLE**

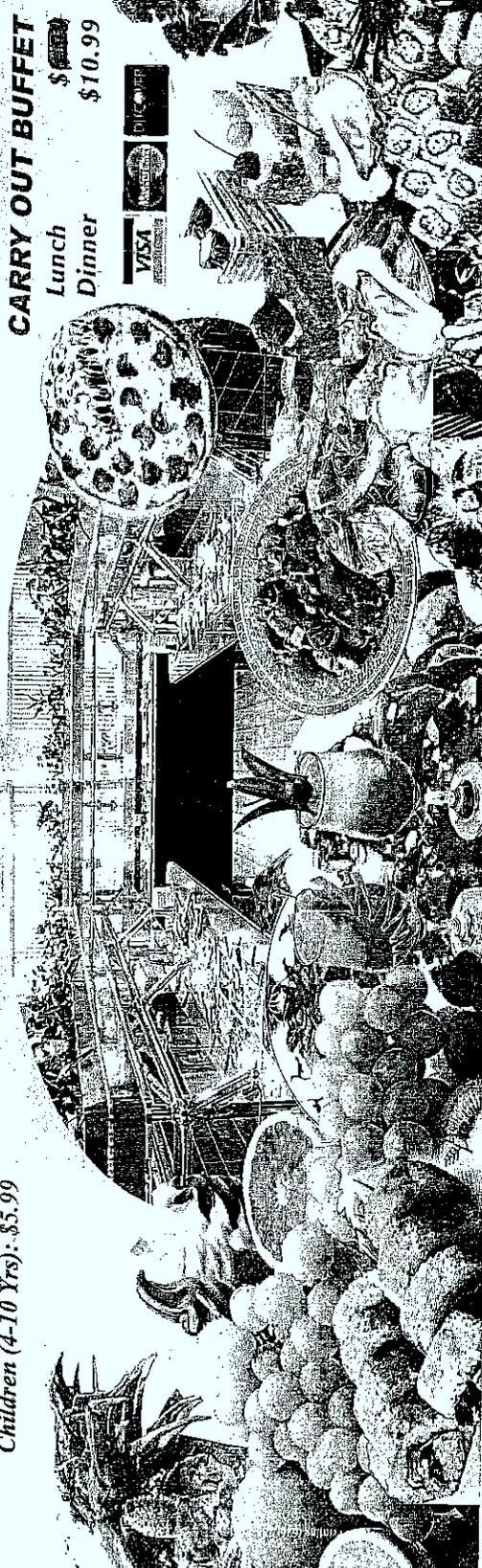
**CARRY OUT BUFFET**

Lunch

Dinner

\$7.49

\$10.99



China City Super Buffet

### Luncheon Special

11:00 am - 2:30 pm

Each Dish Served w. White Rice or Fried Rice  
All Additional Charge Will Be Charged 0.50.

- L.1. 原裝 蒜茸 豉汁 蒸 游水 雞 4.25
- L.2. 甜 酸 醬 豉 汁 蒸 游水 雞 4.25
- L.3. 豉 汁 蒸 游水 雞 4.25
- L.4. 蒜 茸 豉 汁 蒸 游水 雞 4.25
- L.5. 香 茅 豉 汁 蒸 游水 雞 4.25
- L.6. 蒜 茸 豉 汁 蒸 游水 雞 4.25
- L.7. 蒜 茸 豉 汁 蒸 游水 雞 4.25
- L.8. 蒜 茸 豉 汁 蒸 游水 雞 4.25
- L.9. 蒜 茸 豉 汁 蒸 游水 雞 4.25
- L.10. 蒜 茸 豉 汁 蒸 游水 雞 4.25
- L.11. 蒜 茸 豉 汁 蒸 游水 雞 4.25
- L.12. 蒜 茸 豉 汁 蒸 游水 雞 4.25
- L.13. 蒜 茸 豉 汁 蒸 游水 雞 4.25

### Soups

(w. Crispy Noodles)

- 1. 雲 吞 湯 1.25
- 2. 雲 吞 湯 1.25
- 3. 雲 吞 湯 1.25
- 4. 雲 吞 湯 1.50
- 5. 雲 吞 湯 4.25
- 6. 雲 吞 湯 4.95

### Appetizers

- 7. 雲 吞 湯 1.25
- 8. 雲 吞 湯 3.60
- 9. 雲 吞 湯 3.50
- 10. 雲 吞 湯 3.75
- 11. 雲 吞 湯 4.50
- 12. 雲 吞 湯 3.20
- 13. 雲 吞 湯 3.25
- 14. 雲 吞 湯 3.50
- 15. 雲 吞 湯 7.95
- 16. 雲 吞 湯 7.95

### Fried Rice

- 17. 雲 吞 湯 5.25
- 18. 雲 吞 湯 5.75
- 19. 雲 吞 湯 5.75
- 20. 雲 吞 湯 5.75
- 21. 雲 吞 湯 6.25
- 22. 雲 吞 湯 6.75

### Seafood

(w. Rice)

- 23. 雲 吞 湯 7.90
- 24. 雲 吞 湯 7.90
- 25. 雲 吞 湯 7.90
- 26. 雲 吞 湯 7.90
- 27. 雲 吞 湯 7.90
- 28. 雲 吞 湯 7.90
- 29. 雲 吞 湯 7.90
- 30. 雲 吞 湯 7.90
- 31. 雲 吞 湯 7.90
- 32. 雲 吞 湯 7.90
- 33. 雲 吞 湯 7.90
- 34. 雲 吞 湯 8.25

### Lo Mein

(Szechuan)

- 35. 雲 吞 湯 5.25
- 36. 雲 吞 湯 5.99
- 37. 雲 吞 湯 5.99
- 38. 雲 吞 湯 5.99
- 39. 雲 吞 湯 6.50
- 40. 雲 吞 湯 6.99

### Chow Mein or Chop Suey

(w. Rice)

- 41. 雲 吞 湯 5.99
- 42. 雲 吞 湯 6.25
- 43. 雲 吞 湯 6.25
- 44. 雲 吞 湯 6.50
- 45. 雲 吞 湯 6.95
- 46. 雲 吞 湯 6.95

### Egg Foo Young

(w. Rice)

- 47. 雲 吞 湯 5.25
- 48. 雲 吞 湯 5.75
- 49. 雲 吞 湯 5.75
- 50. 雲 吞 湯 6.25
- 51. 雲 吞 湯 6.25
- 52. 雲 吞 湯 6.95

### Chicken

(w. Rice)

- 53. 雲 吞 湯 6.99
- 54. 雲 吞 湯 6.99
- 55. 雲 吞 湯 6.99
- 56. 雲 吞 湯 6.99
- 57. 雲 吞 湯 6.99
- 58. 雲 吞 湯 6.99
- 59. 雲 吞 湯 6.99
- 60. 雲 吞 湯 6.99
- 61. 雲 吞 湯 6.99
- 62. 雲 吞 湯 6.99
- 63. 雲 吞 湯 6.99
- 64. 雲 吞 湯 7.50
- 65. 雲 吞 湯 6.99

### Pork

(w. Rice)

- 66. 雲 吞 湯 6.99
- 67. 雲 吞 湯 6.99
- 68. 雲 吞 湯 6.99
- 69. 雲 吞 湯 7.23
- 70. 雲 吞 湯 6.99
- 71. 雲 吞 湯 6.99
- 72. 雲 吞 湯 6.99
- 73. 雲 吞 湯 7.23

### Beef

(w. Rice)

- 74. 雲 吞 湯 7.25
- 75. 雲 吞 湯 7.25
- 76. 雲 吞 湯 8.95
- 77. 雲 吞 湯 7.50
- 78. 雲 吞 湯 7.25
- 79. 雲 吞 湯 7.25
- 80. 雲 吞 湯 7.25
- 81. 雲 吞 湯 7.25
- 82. 雲 吞 湯 7.25
- 83. 雲 吞 湯 7.50

### Vegetable

(w. Rice)

- 88. 雲 吞 湯 6.49
- 89. 雲 吞 湯 6.49
- 90. 雲 吞 湯 6.49
- 91. 雲 吞 湯 6.49
- 92. 雲 吞 湯 6.49
- 93. 雲 吞 湯 6.49

### House Special

- 1. 雲 吞 湯 8.25
- 2. 雲 吞 湯 8.50
- 3. 雲 吞 湯 7.99
- 4. 雲 吞 湯 7.95
- 5. 雲 吞 湯 8.50
- 6. 雲 吞 湯 9.99
- 7. 雲 吞 湯 8.95
- 8. 雲 吞 湯 9.75
- 9. 雲 吞 湯 9.75
- 10. 雲 吞 湯 10.95
- 11. 雲 吞 湯 8.95
- 12. 雲 吞 湯 8.75
- 13. 雲 吞 湯 8.25



10 AUG 31 Upr. Dept PM 1 21

China City Super Buffet

Drink Menu:

Local Beer \$2.75

Imported Beer \$3.00

Cocktail \$4.95

Wine Glass \$4.50

10 AUG 31 11:47 AM Dept PM 1 21

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

*FP comment 4/3/09*

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 DLCC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLCC. 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.

*P 1038330* Liquor License # 12078505  
(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: LU YANG ~~CHANG~~ *Chun* Date of Birth: \_\_\_\_\_  
Last First Middle (NOT a Public Record)

3. Social Security Number \_\_\_\_\_ Drivers License \_\_\_\_\_ State \_\_\_\_\_  
(NOT a public record) (NOT a public record)

4. Place of Birth: FUZHOU FUJIAN CHINA Height: 5-11 Weight: 160 Eyes: BRW Hair: BLK  
City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Daytime Contact Phor \_\_\_\_\_

6. Name of Current or Most Recent Spouse: \_\_\_\_\_ 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: 01/01/2004

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: China City Super Buffet Premises Phone: Not available

11. Physical Location of Licensed Premises Address: 10040 W MCDOWELL RD STE 35, 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)
09/2006	CURRENT	Owner/Manager	China City Super Buffet, 2235 S Power Rd Mesa, AZ 85208
01/2004	09/2006	Manager	China Olive Super Buffet, 1354 W Irvington Rd, Tucson, AZ 85746

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
01/2004	CURRENT	Own				

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

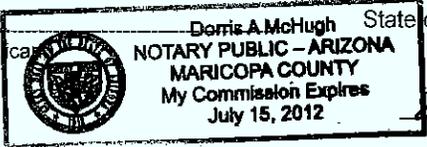
- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? 5, and **answer #14a below**. If NO, skip to #15.  YES  NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (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**

10-10-11 31 Day Dept RM 1 E1

20. I, Yang Chun Lu, 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 Yang Chun Lu  
(Signature of Applicant) State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this 20th day of August, 2010  
Month Year  
My commission expires on: 7 15 2012  
Day 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 \_\_\_\_\_ 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

August 18, 2010

Arizona Liquor License Application  
Statement 17: Controlling Person Yang Chun Lu

<sup>10</sup>  
I was also a controlling person in China Olive Inc which obtained liquor license with ADLLC in 2009 to current.

Statement 15:

Mr. Yuang Chun Lu was arrested by Immigration Office of illegal entry of the country in Aug 1994. He was subsequently released after twenty days in jail. He is clear and free since then.

x *yang chun lu*  
Yang Gun Lu

• 10 AUG 31 11:47 AM '10

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

Lu Yang chun

Individual Name (Print)

*[Handwritten Signature]*

Individual Signature

1/30/09

Date Training Completed

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

LANGUAGE OF INSTRUCTION :

ENGLISH  SPANISH

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:

NAME OF THE LICENSEE

BUSINESS NAME

LIQUOR LICENSE NUMBER

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

Red Mountain Liquor Consultants  
Company or Individual Name

6445 E. PRINCESS DR.  
Address

MESA  
City

ARIZONA  
State

85205  
Zip

602-319-3353  
Phone

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

*[Handwritten Signature]*

Trainer Signature

LARRY ELLIOT  
Trainer Name (Print)

1/30/09  
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.



ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License Department of Liquor Licenses and Control

Liquor License #: 12078505

Ownership Name: CHINESE ASIAN SUPER BUFFET INC (as listed on the current liquor license application or renewal application)

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

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

10 AUG 31 11:47 AM Dept PW 121

SECTION I - APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Yang Chun Lu DATE 08/31/2010
TYPE OF APPLICATION (check one) [X] INITIAL APPLICATION [ ] RENEWAL
TYPE OF LICENSE RESTAURANT

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: Permanent Resident Card

- A. Are you a citizen or national of the United States? (check one) [ ] Yes [X] No
B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.
City [ ] State (or equivalent) [ ] Country or Territory [ ]

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

**SECTION III — ALIEN STATUS DECLARATION**

**Directions:** To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front, and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided:

\_\_\_\_\_

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

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(b) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).
- 8. An alien who is, or whose child or child’s parent is a “battered alien” or an alien subjected to extreme cruelty in the United States.

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

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

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

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

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

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

**Otherwise Lawfully Present (A.R.S. § 1-501)**

- 14. A person not described in categories 1–13 who is otherwise lawfully present in the United States. PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

10 AUG 31 11:47 AM '21

**SECTION IV — DECLARATION**

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.

Yank Chan  
APPLICANT'S SIGNATURE

8-20-10  
TODAY'S DATE

10 AUG 31 1:49 PM '10





**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

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

**APPLICANT'S NAME:** YANG CHUN LU

**BUSINESS NAME:** CHINESE CITY SUPER BUFFET

**ADDRESS:** 10040 W. MCDOWELL RD., STE 35

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

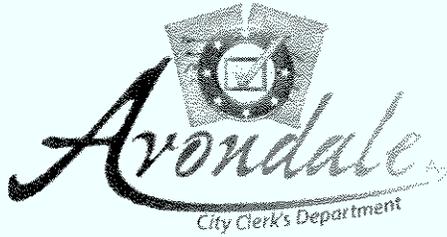
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 18, 2010  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 30, 2010**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

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

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**APPLICANT'S NAME:** YANG CHUN LU

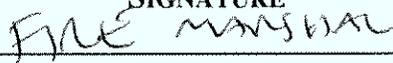
**BUSINESS NAME:** CHINESE CITY SUPER BUFFET

**ADDRESS:** 10040 W. McDOWELL RD., STE 35

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

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 18, 2010  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT.30, 2010**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

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

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**APPLICANT'S NAME:** YANG CHUN LU

**BUSINESS NAME:** CHINESE CITY SUPER BUFFET

**ADDRESS:** 10040 W. MCDOWELL RD., STE 35

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

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

\_\_\_\_\_  
SIGNATURE  
Zoning Specialist  
\_\_\_\_\_  
TITLE

9/29/10  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 18, 2010**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT.30, 2010**



## DEVELOPMENT SERVICES

### MEMORANDUM

---

**DATE:** September 29, 2010

**TO:** Carmen Martinez, City Clerk

**PREPARED BY:** Jennifer Fostino, Zoning Specialist 623-333-4000

**SUBJECT:** Series 16 (State Series 12) Restaurant Liquor License for China City Super Buffet - 10040 W. McDowell Road

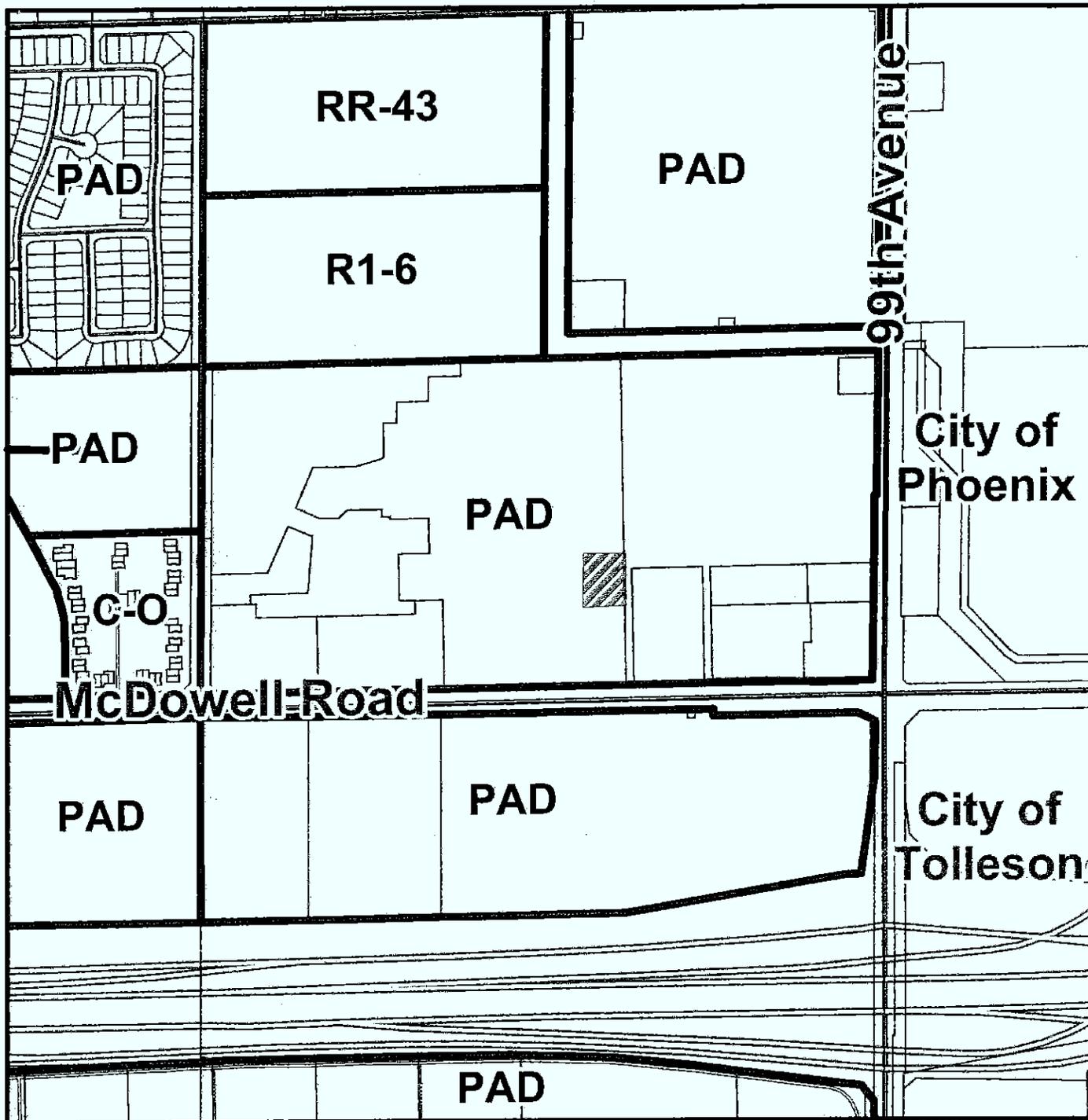
The site is located on Pad "E" Gateway Pavilions shopping center, generally located at the northeast corner of McDowell Road and 101<sup>st</sup> Avenue. The building is existing.

A Series 16 (State Series 12) liquor license is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Freeway Commercial. The subject property is zoned Planned Area Development (PAD). A restaurant is a permitted use within the Gateway Pavilions PAD.

Staff recommends approval of this request.

Attachment: 2009 Aerial Photography  
Zoning Vicinity Map

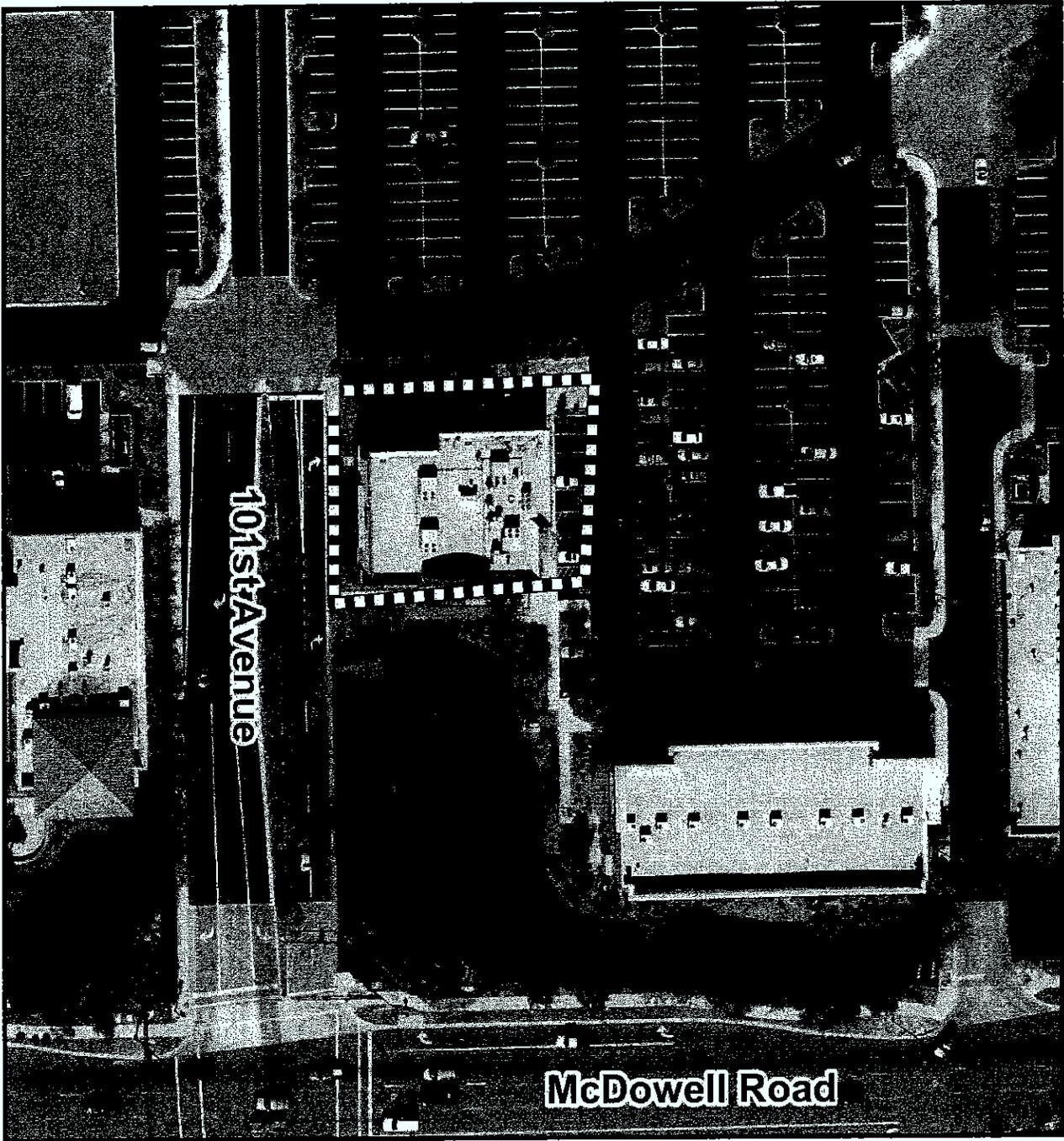


## Zoning Vicinity Map



China City Supper Buffet



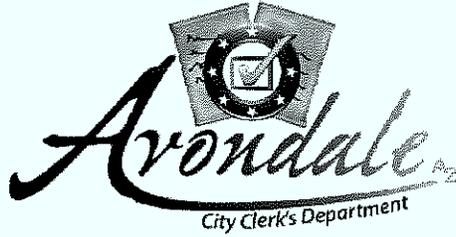


## 2009 Aerial Photograph



Subject Property





**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

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

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**APPLICANT'S NAME:** YANG CHUN LU

**BUSINESS NAME:** CHINESE CITY SUPER BUFFET

**ADDRESS:** 10040 W. MCDOWELL RD., STE 35

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

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

Laura H. ...

SIGNATURE

9/28/10

DATE

Privilege Tax Auditor  
TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 18, 2010  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT.30, 2010**

**COMING SOON**  
**China City** **SUPER**  
**BUFFET**

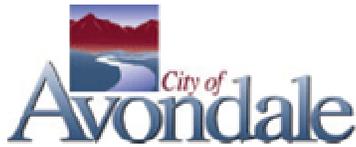
09.27.2010 11:06



**NOTICE**  
The following information is being provided to you for your information.  
If you have any questions, please contact the person listed below.  
Date: 9/27/2010

09.27.2010 11:08





# CITY COUNCIL REPORT

**SUBJECT:**

Liquor License - Agent Change and Acquisition of Control - Pilot Travel Centers, LLC

**MEETING DATE:**

October 18, 2010

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

**PURPOSE:**

City Council will consider a request from Ms Andrea Dahlman Lewkowitz for approval of an Agent Change and Acquisition of Control for the Series 10-Off-Sale Retailer's License to sell beer and wine at Pilot Travel Center located at 900 N 99th Avenue in Avondale.

**DISCUSSION:**

The City Clerk's Department has received an application from Ms Andrea Dahlman Lewkowitz for an agent change and acquisition of control resulting from changes in their corporate structure. The required fees totaling \$950.00 have been paid.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. As required by state law and city ordinance, the application was posted for the required period of time starting September 27, 2010 and a notice was published in the West Valley View on October 1 and 5, 2010. No comments have been received.

The Development Services, Police and Fire Departments have reviewed the application and are recommending approval. While not required by the ordinance, the application was also reviewed by the Finance Department which has determined that the Center is in good financial standing with the City. Department comments are attached.

**RECOMMENDATION:**

Staff recommends approval of an application for Agent Change and Acquisition of Control of a Series 10-Off-Sale Retailer's License to sell beer and wine at Pilot Travel Center located at 900 North 99th Avenue submitted by Ms Andrea Dahlman Lewkowitz.

**ATTACHMENTS:**

Click to download

- [Application](#)
- [Departmental Review](#)
- [Posting photos](#)
- [Vicinity Map](#)

# ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor

Phoenix AZ 85007-2934

www.azliquor.gov

(602) 542-5141

## APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check Appropriate Box

Agent Change

Complete Sections 1,2,3,4,6  
(See Note 1 on back)

Acquisition of Control

Complete Sections 1,2, (3,4 if changing Agent), 6

Restructure

Complete Sections 1,2,(3,4 if changing Agent), 5,6  
(See Note 2 on back)

### SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER)

LEWKOWITZ ANDREA DAHLMAN B 1056227 SEE ATTACHED

Last

First

Middle

Liquor License #

2.  Corporation  L.L.C.  N/A:

PILOT TRAVEL CENTERS, LLC B 1026831

Corp. File #: R-0987710-9

(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name:

SEE ATTACHED

4. Business Address:

SEE ATTACHED (Exactly as it appears on license)

(Do not use P.O. Box Number)

City

COUNTY

Zip

5. Is the business located within the incorporated limits of the above city or town?  Yes  No

6. Mailing Address:

City State Zip AZ

7. Business Phone:

SEE ATTACHED

Residence Phone:

City State Zip

8. Does this transaction involve the sale of any portion of the corporate stock?  YES  NO  N/A If yes, submit a certified copy of minutes.

9. Has there been any change of officers?  YES  NO  N/A If yes, submit a certified copy of minutes.

### SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each person listed in Section II must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire and fingerprint card.

1. List individual owner or partners or all directors, officers in corp., members in LLC:

Last	First	Middle	Title	Residence Address	City	State	Zip
SEE ATTACHED							

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders or controlling members owning 10% or more of Corp/LLC:

Last	First	Middle	% Owned	Residence Address	City	State	Zip
SEE ATTACHED							

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

Disabled individuals requiring special accommodations please call the Department

Date Received 9-16-10  
CSR [Signature]

James Haslam III, President  
William Muligan, VP  
Kristen Seabrook, Secretary

**PILOT TRAVEL CENTERS, LLC**  
Licensee

**Pilot Corporation**  
Member (44.623%)

James Haslam II,  
Pres  
James Haslam III,  
VP

No one else  
owns  
10% or  
more

James A.  
Haslam III  
Shareholder  
(33.1114%)

William A.  
Haslam  
Shareholder  
(31.0739%)

No one owns  
10% or more

Gero Witteman,  
Dir/Pres  
Gijsbert Vuursteen,  
Dir/VP

**PROPELLER CORP.**  
Member (40.374%)

No one else  
owns  
10% or more

**CVC European  
Equity  
Partners V (A)  
LP**  
Shareholder  
(23.21%)

No one  
owns  
10%  
or more

**CVC European  
Equity  
Partners V (B)  
LP**  
Shareholder  
(22.13%)

No one  
owns  
10%  
or more

**CVC European  
Equity  
Partners V (C)  
LP**  
Shareholder  
(22.23%)

No one  
owns  
10%  
or more

**CVC Capital  
Partners  
General Partner**  
Gijsbert Vuursteen,  
Managing Director  
Gero Witteman,  
Investment Director

No one  
owns  
10%  
or more

**FJ Management,  
Inc**  
Member (12.710%)

No one  
owns  
10%  
or more

**Crystal Accumulations,  
LLC**  
Shareholder (30%)

Crystal Maggelet, Director  
Thad Call, Director

**O Jay Call Trust  
FBO Thad J Call  
(Thad J Call, Trustee)**  
Shareholder (30%)

Thad J Call  
100%  
Beneficiary

Crystal  
Maggelet  
100%  
(member)

10 SEP 19 11:10 AM '03

1. If the corporation/L.L.C. is owned by another entity, ATTACH AN OWNERSHIP AND DIRECTOR / OFFICER / MEMBER DISCLOSURE for the parent entity. Attach additional sheets as necessary in order to disclose real people.

As an Agent, will you be physically present and operating the licensed premises?  YES  NO

If you answered YES, you must provide proof of attendance of a Department approved Liquor Law Training Course within the last five years before your application for Agent can be submitted. If "no" a manager with approved training must be submitted.

SECTION 4 (COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License Number: SEE ATTACHED Date of last renewal: SEE ATTACHED

2. Current Licensee or Agent: LEWKOWITZ H. J. (Last, First, Middle)

I, H. J. LEWKOWITZ (Print full name), hereby consent to the agent appointment named herein and

agree to immediately assign a new agent in the event of the death, resignation, or discharge of this agent. I also understand that if the background report shows that I, the corporation, or any officer, director, member, or stockholder have been convicted of a felony in the past five (5) years, I will immediately surrender the license to the Arizona Department of Liquor Licenses and Control and hereby waive all rights to appeal such action.

X (Signature of INDIVIDUAL / CORPORATE / CLUB OFFICER / MEMBER) State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 12 day of July 2010

My commission expires on: Amy L. Schrott, Notary Public - Arizona, Maricopa County, My Commission Expires February 12, 2013

(Signature of NOTARY PUBLIC) Amy L. Schrott

SECTION 5 (COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved?  YES  NO If yes, SEPARATE APPLICATIONS must be filed and fees paid for each license/location.

Type of current ownership:

- J.T.W.R.O.S.
 INDIVIDUAL
 PARTNERSHIP
 CORPORATION
 LIMITED LIABILITY CO.
 TRUST
 OTHER Explain

Type of new ownership:

- J.T.W.R.O.S.
 INDIVIDUAL
 PARTNERSHIP
 CORPORATION
 LIMITED LIABILITY CO.
 TRUST
 OTHER Explain

SECTION 6 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER as listed in Question 1 Section 1:

I, ANDREA DAHLMAN LEWKOWITZ (Print full name), hereby declare that I am the APPLICANT filing this application.

have read the application and the contents and all statements are true, correct and complete.

X (Signature of INDIVIDUAL OR AGENT) State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 12 day of July 2010

My commission expires on: Amy L. Schrott, Notary Public - Arizona, Maricopa County, My Commission Expires February 12, 2013

(Signature of NOTARY PUBLIC) Amy L. Schrott

NOTE 1: The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H)

NOTE 2: The \$100.00 fee for restructure MUST be submitted with this application (A.R.S. 4-209.A)

10 SEP 16 10:32

# ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor  
 Phoenix, AZ 85007-2934  
 www.azliquor.gov  
 (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.

Liquor License #

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

See Attached

(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: LEWKOWITZ ANDREA DAHLMAN Date of Birth: [Redacted]  
Last First Middle (NOT a Public Record)

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

4. Place of Birth: MANKATO, MN USA Height: 5'8 Weight: 135 Eyes: Hzl Hair: Blonde  
City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Daytime Contact Phone: 602-200-7222

6. Name of Current or Most Recent Spouse: LEWKOWITZ, HAROLD, JEROME, N/A Date of Birth: [Redacted]  
(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? Arizona If Arizona, date of residency: 4/1961

8. Telephone number to contact you during business hours for any questions regarding this document. 602-200-7222

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: See Attached Premises Phone: See Attached

11. Physical Location of Licensed Premises Address: See Attached  
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)
4/2009	CURRENT	ATTORNEY	Lewkowitz Law, 2600 N Central Ave, #1775, PHOENIX, AZ 85004
12/2003	4/2009	ATTORNEY	Lewkowitz Law, 3101 N Central Ave, #200, PHOENIX, AZ 85012

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	Residential Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
10/2002	CURRENT	Own		Phoenix	AZ	8

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

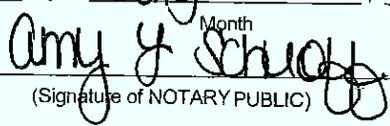
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.  
Give complete details including dates, agencies involved, and dispositions.  
**SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED**

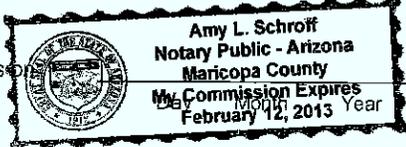
20. I, Andrea Dahlman Lewkowitz, hereby declare that I am the APPLICANT/REPRESENTATIVE  
(print full name of Applicant)  
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X   
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this  
22 day of July, 2010  
Month Year

  
(Signature of NOTARY PUBLIC)

My commission expires on   
Amy L. Schroff  
Notary Public - Arizona  
Maricopa County  
My Commission Expires  
February 12, 2013 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 \_\_\_\_\_  
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

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 D.L.C. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY D.L.C. 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 #

See attached

(If the location is currently licensed)

1. Check appropriate box -> [X] 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

2. Name: Maggelet Crystal Call Date of Birth: [REDACTED] Last First Middle (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License #: [REDACTED] State: Utah (NOT a public record)

4. Place of Birth: Ogden Utah USA Height: 57 Weight: 115 Eyes: Blue Hair: Black City State Country (not county)

5. Marital Status [ ] Single [X] Married [ ] Divorced [ ] Widowed Daytime Contact Phone: (801) 531-0500

6. Name of Current or Most Recent Spouse: Maggelet Charles Edward Date of Birth: [REDACTED] Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Utah If Arizona, date of residency: N/A

8. Telephone number to contact you during business hours for any questions regarding this document. (801) 531-0500

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: Pilot Travel Center # See attached Premises Phone: See attached

11. Physical Location of Licensed Premises Address: See attached 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.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Rows include President at Flying J Inc and Managing Director at MacCall Management LLC.

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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 shows residence at Salt Lake, UT from 11/2000 to current.

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? All Flying J locations in other states. Idaho, California, Washington etc  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, Crystal Maggelet, 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.

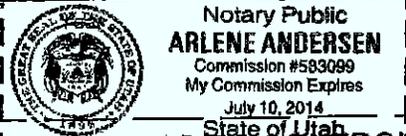
Crystal Maggelet  
(Signature of Applicant)

State of Utah County of Weber

The foregoing instrument was acknowledged before me this  
30th day of July, 2010  
Month Year

My commission expires on: 10-7-14  
Day Month Year

Arlene Andersen  
(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 \_\_\_\_\_ 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

amendment #10033144, 10083108, 10123027, 10113088,  
10074010

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

10 SEP 24 11:49 AM Dept #19 308

20. I, Crystal Ball Mapplet, 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 \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_  
Month Year

My commission expires on: \_\_\_\_\_  
Day 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  
\_\_\_\_\_ day of \_\_\_\_\_ 2010  
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

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 DLCC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLCC. 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 #
(see attached)
(If the location is currently licensed)

1. Check appropriate box ->
[ X ] 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: Call Thad Jay
Last First Middle Date of Birth:
(Not a Public Record)

3. Social Security Number:
(Not a public record) Drivers License #:
State: Utah

4. Place of Birth: Ogden Utah USA Height: 5'10 Weight: 190 Eyes: Brwn Hair: Brown
City State Country (not county)

5. Marital Status [ ] Single [ X ] Married [ ] Divorced [ ] Widowed Daytime Contact Phone: (801) 540-7877

6. Name of Current or Most Recent Spouse: Olson Call Rhonda Lee
Last First Middle Maiden Date of Bir:
(Not a public record)

7. You are a bona fide resident of what state? Utah If Arizona, date of residency: N/A

8. Telephone number to contact you during business hours for any questions regarding this document. (801) 540-7877

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: Pilot Travel Center # See Attached Premises Phone: See attached

11. Physical Location of Licensed Premises Address: See attached
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.
Table with columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
Row 1: 10-94, CURRENT, Director, Flying J Inc, 1104 Country Hills Dr., Ogden, Utah, UT 84403

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 13

13. Indicate your residence address for the last five (5) years:
Table with columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip
Row 1: 04/2008, CURRENT, Own, N. Salt Lake, UT
Row 2: 12/2006, 03/2008, Rent, 48 West Broadway, Salt Lake, UT, 84101
Row 3: 8/2005, 12/2006, Own, 59 North Fairway Drive, N. Salt Lake, UT, 84054

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  
 Other Flying J Locations in other states  
 Example Idaho, California, Washington

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**

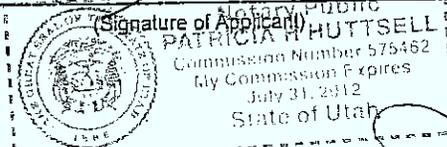
20. I, Thad Call, hereby declare that I am the APPLICANT/REPRESENTATIVE  
 (print full name of Applicant)  
 filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

State of Utah County of Weber

The foregoing instrument was acknowledged before me this 30th day of July, 2010  
 Month Year

My commission expires on: July 31, 2012  
 Day 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 \_\_\_\_\_ 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

Amendment # 10033146, 10083108, 10123027, 10113088  
10074610

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, Thad Jay Bell, 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.

10 SEP 24 11:49 AM '09

X \_\_\_\_\_  
(Signature of Applicant)

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010  
Month Year

My commission expires on: \_\_\_\_\_  
Day 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 \_\_\_\_\_ day of \_\_\_\_\_, 2010  
Month Year

X \_\_\_\_\_  
Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

\_\_\_\_\_  
Print Name

My commission expires on: \_\_\_\_\_  
Day Month Year

License #	Business Name	Address	City	County	Zip	Bus Phone #	Last Renewal
10033146	Pilot Travel Center #180	12500 W I - 40	Bellefont	Cocconino	86015	(928)773-0180	5/31/2011
10083108	Pilot Travel Center #211	14750 S Hwy 95	Lake Havasu City	Mohave	86404	(928)764-2410	7/31/2011
10123027	Pilot Travel Center #279	769 E Frontage Rd	Rio Rico	Santa Cruz	85648	(520)377-0001	6/30/2011
10113088	Pilot Travel Center #458	619 S Sunshine Blvd	Eloy	Pinal	85231	(520)466-7550	8/31/2010
10074610	Pilot Travel Center #459	900 N 99TH Ave	Avondale	Maricopa	85323	(928)927-7777	12/31/2010

10 SEP 16 11:47 AM 10

10 SEP 16 11:04 AM 10:33

**LEWKOWITZ**  
**LAW OFFICE PLC**

2600 North Central Avenue  
Suite 1775  
Phoenix, Arizona 85004

Andrea D. Lewkowitz  
H.J. Lewkowitz

T. 602.200.7222  
F. 602.200.7234  
andrea@lewkowitzlaw.com

August 12, 2010

Ms. Michele Colegrove  
AZ Dept. of Liquor Licenses & Control  
800 W. Washington, Fifth Floor  
Phoenix, AZ 85007

Re: Pilot Travel Centers, LLC.

Dear Michele:

Pilot Travel Centers, LLC recently acquired Flying J, Inc., including five locations in Arizona with series 10 liquor licenses. We are submitting the attached five Applications and Acquisition of Control for its current series 10 liquor licenses in Arizona. Because the Company is privately owned and its Operating Agreement contains proprietary information, we cannot file the entire Operating Agreement. As with prior Applications, we are providing the portions of the Operating Agreement showing each member's percentage interest along with the Secretary's Certification.

If you need anything else to make the requested changes, please let us know. As always, we appreciate your courtesy. Thanks, Michele.

Sincerely,



Andrea D. Lewkowitz

Encl.

(a) Equity Cure Preferred Units. The Company is hereby authorized to issue Equity Cure Preferred Units solely to the extent required by the Investor Rights Agreement. No Equity Cure Preferred Units are issued or outstanding as of the date hereof.

(b) Senior Preferred Units. The Company is hereby authorized to issue Senior Preferred Units solely to the extent required by the Investor Rights Agreement. No Senior Preferred Units are issued or outstanding as of the date hereof.

(c) Class A-1 Units. The Company is hereby authorized to issue Class A-1 Units, 456.707 of which are issued and outstanding as of the date hereof as set forth on the Members Schedule (as in effect on the date hereof).

(d) Class A-2 Units. The Company is hereby authorized to issue Class A-2 Units, 413.211 of which are issued and outstanding as of the date hereof as set forth on the Members Schedule (as in effect on the date hereof).

(e) Class B-1 Units. The Company is hereby authorized to issue Class B-1 Units, 130.081 of which are issued and outstanding as of the date hereof as set forth on the Members Schedule (as in effect on the date hereof).

(f) Class B-2 Units. The Company is hereby authorized to issue Class B-2 Units, 23.463 of which are issued and outstanding as of the date hereof as set forth on the Members Schedule (as in effect on the date hereof).

Section 3.03 Unit Certificates. Unless the Board of Managers otherwise directs, Units will not be represented by certificates.

Section 3.04 New Members from the Issuance of Units. In order for a Person to be admitted as a Member of the Company by reason of the issuance or Transfer of Units to such Person, such Person shall have executed and delivered to the Secretary of the Company a written undertaking substantially in the form of Exhibit B hereto, to be bound by the terms and conditions of (i) this Agreement and (ii) the Investor Rights Agreement. Upon the amendment of the Members Schedule by the Secretary of the Company and the satisfaction of any other applicable conditions, including the receipt by the Company of payment for the issuance of the applicable Units, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company.

#### ARTICLE IV

##### Capital Contributions; Assumption of Liabilities

Section 4.01 Capital Contributions. (a) Each Person who is a Member as of the date hereof has made, or is deemed to have made, the Capital Contributions giving rise to such Member's Capital Account for book purposes as of the date hereof and is deemed to own the number, type and class, series or subseries of Units, in each case, in the amounts set forth opposite such Member's name on the Members Schedule as in effect on the date hereof. As of the date hereof, Propeller has a Capital Account for book purposes of \$1,320,840,207, Pilot has a Capital Account for book purposes of \$1,459,876,354, Flying J has an opening Capital Account

for book purposes of \$415,807,439, BDT AIV has an opening Capital Account for book purposes of \$64,365,170 and BDT Plum has an opening Capital Account for book purposes of \$10,634,830; provided that upon final determination of the Final Purchase Price and the Final PTC Equity Value in accordance with Section 2.6 of the Contribution Agreement, Flying J's opening Capital Account balance shall be adjusted to reflect such finally-determined Final Purchase Price and Propeller's and Pilot's Capital Account balances shall be adjusted to reflect such finally-determined Final PTC Equity Value; provided further that Flying J's opening Capital Account balance shall be adjusted to reflect the PTC Per Unit Value of any Units issued pursuant to Section 14.01(b) prior to the due date (including extensions) for filing the Company's Tax Return (as defined in the Contribution Agreement) for the first (1st) Taxable Year in which the Contribution Agreement Closing Date occurs.

(b) No Member shall be required to make any additional contributions to the Company with respect to such Member's Units or otherwise. Except as expressly provided herein or in the Investor Rights Agreement, no Member, in its capacity as a Member, shall have the right to receive any cash or any other property of the Company.

(c) If the Board of Managers and the Members approve the issuance of New Units in accordance with Section 8.08(i) (in order to fund a permitted acquisition or other capital project or for any other purpose), the Company shall offer to issue and sell to each Member, and each Member shall be entitled to purchase, at the same price and on the same terms as such New Units are offered to any other Person, up to such Member's pro rata share of such New Units based on the Members' relative Ownership Ratios; provided, that, in the case of any New Units that are Common Units, the Pilot Members shall be entitled to purchase Class A-1 Units, the Propeller Members shall be entitled to purchase Class A-2 Units, the Flying J Members shall be entitled to purchase Class B-1 Units and the BDT Members shall be entitled to purchase Class B-2 Units (and with respect to any New Units that are Options to purchase, or that are otherwise convertible into, Common Units, such Members shall be entitled to purchase Options to purchase, or that are otherwise convertible into, such foregoing class of Common Units); provided further, that the portion of such New Units that the Class A Members shall in the aggregate be entitled to acquire shall be allocated between the holders of Class A-1 Units, on the one hand, and the holders of Class A-2 Units, on the other hand, in accordance with the Applicable Percentages that would be in effect if all Distributions paid by the Company to the Class A Members prior to such time were reversed to the extent necessary on a "last dollar distributed, first dollar returned" basis. By means of example only, if (i) Propeller makes an initial Capital Contribution to the Company of \$625 million, (ii) the Company distributes \$1,315,789,474 to the Class A Members, of which Propeller receives \$625 million (i.e., the Applicable Percentages of the Class A-1 Units and Class A-2 Units in effect for the entire amount of such Distribution are 52.5% and 47.5%, respectively), (iii) the Company subsequently distributes another \$500 million to the Class A Members, of which Propeller receives \$231.25 million (i.e., the Applicable Percentages of the Class A-1 Units and Class A-2 Units in effect for the entire amount of such Distribution are 53.75% and 46.25%, respectively), and (v) thereafter, in order to fund a permitted acquisition the Class A Members are entitled to acquire additional Common Units for an aggregate purchase price of \$600 million, then Propeller would be entitled to purchase \$278.75 million of such Common Units (i.e., \$231.25 million of the first \$500 million, and \$47.5 million of the remaining \$100 million) and Pilot would be entitled to purchase \$321.25 million of such Common Units. In addition, if Propeller elects to acquire such Common

Units and pays the purchase price (\$278.75 million in the example), then any such amount would be added to the CVC Aggregate Cash Investment for purposes of determining Applicable Percentages with respect to future Distributions. The Company shall deliver to each Member written notice describing the amount, type and terms of any such New Units which such Member and each other Member is entitled to purchase under this Section 4.01(c), the purchase price per New Unit (the "New Units Purchase Price") to be paid by the purchasers of such New Units and the other terms upon which the New Units are to be issued, including, without limitation, the expected timing of such issuance, which shall in no event be more than sixty (60) days or less than thirty (30) Business Days after the date upon which such notice is given (the "Preemptive Notice"). Each such Member shall have thirty (30) Business Days from the date on which it receives the Preemptive Notice (the "Exercise Period") to exercise its purchase rights hereunder with respect to such New Units by giving written notice (a "Preemptive Exercise Notice") to the Company and stating therein the number of New Units to be purchased by such Member. In the event that in connection with such a proposed issuance of New Units, any Member shall for any reason fail to give such written notice to the Company within such thirty (30) Business Days period, such Member shall, for all purposes of this Section 4.01(c), be deemed to have refused (in that particular instance only) to purchase any of such New Units and to have waived (in that particular instance only) all of its rights under this Section 4.01(c) to purchase any of such New Units. In the event and to the extent that any New Units are not acquired by the Members entitled to subscribe for and purchase such New Units pursuant to this Section 4.01(c), the Company shall be free to issue such New Units to any Person; provided that (x) the price per New Unit to be issued to and purchased by such Person is equal to or greater than the New Units Purchase Price and (y) the other terms and conditions pursuant to which such Person purchases such New Units are substantially equivalent to the terms set forth in the Preemptive Notice and in any event not more favorable to any such Person than those terms set forth in the Preemptive Notice. Any New Units not issued or sold within ninety (90) days after the date of the Preemptive Notice shall again be subject to the provision of this Section 4.01(c). If after the Company delivers a Preemptive Notice to each Member pursuant to this Section 4.01(c), if the Company desires to issue and sell the New Units described in such Preemptive Notice at a time earlier than the expiration of the Exercise Period with respect to such Preemptive Notice (which earlier time shall be specified in such Preemptive Notice), any Member may subscribe for (i) its pro rata share of such New Units at such earlier time, or (ii) its pro rata share of such New Units and any amount of such New Units that exceeds its pro rata share of such New Units at such earlier time if any other Member has not agreed to subscribe for New Units at such earlier time, and the Company may issue and sell such excess New Units to such Member (which excess shall initially be Class A-1 Units, Class A-2 Units, Class B-1 Units or Class B-2 Units, as applicable, to the extent such New Units are Common Units); provided, that such Member shall be required to Transfer any such excess New Units (at the same price and on the same terms as such New Units were subscribed to by such Member) to any other Member that thereafter delivers a Preemptive Exercise Notice pursuant to this Section 4.01(c), within thirty (30) Business Days after the date upon which such notice is given; provided, further, that such New Units that are Common Units shall convert to Class A-1 Units, Class A-2 Units, Class B-1 Units or Class B-2 Units, as applicable, upon such transfer. Notwithstanding anything to the contrary contained in this Section 4.01(c), in the event that the Company delivers a Preemptive Notice with respect to the proposed issuance of New Units that are Common Units at a New Units Purchase Price which is less than the PTC Per Unit Value (as equitably adjusted from time to time for unit splits,

reverse unit splits, recapitalizations, reorganizations and similar transactions after the date hereof), each BDT Member may elect to subscribe for a total number of such New Units up to an amount equal to (x) its pro rata share of such New Units multiplied by (y) two (2); provided that, to the extent such BDT Member elects to subscribe for a total number of such New Units which is greater than its pro rata share of such New Units proposed to be issued by the Company (such excess amount, the "Additional New Units"), the total number of such New Units for which each of Pilot and Propeller may elect to subscribe pursuant to this Section 4.01(c) shall be reduced, pro rata based on their respective Applicable Percentages then in effect, by the number of New Units represented by the Additional New Units.

Section 4.02 Maintenance of Capital Accounts. An account (a "Capital Account") shall be established and maintained in the Company's books for each Member in accordance with Treasury Regulation § 1.704-1(b)(2)(iv) and Sections 6.01, 6.02 and 13.02 and to which the following provisions apply to the extent not inconsistent with such Treasury Regulation:

(a) Upon the Transfer of all or any part of the Membership Interest of a Member, the Capital Account of the transferee Member shall include the portion of the Capital Account of the transferor Member attributable to such transferred Membership Interest (or portion thereof).

(b) If any additional Membership Interests are to be issued in consideration for a contribution of property or cash (including pursuant to Section 2.7 or 2.8(c)(v) of the Investor Rights Agreement) or in consideration for the provision of services or if any Company property is to be distributed in full or partial liquidation of the Company or a Membership Interest, the Capital Accounts of the Members (and the Carrying Value of the Company properties used to determine the Capital Accounts) shall, immediately prior to such issuance or Distribution, as the case may be, if the Class A Members have agreed to such adjustment in accordance with Section 6.04(b) hereof, be adjusted (consistent with the provisions of Section 704(b) of the Code and the Treasury Regulations promulgated thereunder) upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to all Company properties (as if such Unrealized Gain or Unrealized Loss had been recognized upon actual sale of such properties upon a liquidation of the Company immediately prior to such issuance). If the Carrying Value of any property of the Company is properly reflected on the books of the Company at a value that differs from the adjusted tax basis of such property, this Section 4.02(b) shall be applied with reference to such Carrying Value.

(c) In connection with the admission of Flying J, BDT AIV and BDT Plum as Members, the assets of the Company shall be revalued to their Agreed Values in accordance with Treasury Regulation § 1.704-1(b)(2)(iv)(f), and any Unrealized Gain or Unrealized Loss resulting from such revaluation shall be allocated to the Members' Capital Accounts in a manner that causes such Capital Account balances to equal the amounts specified in Section 4.01(a).

Section 4.03 Negative Capital Account Balances; Withdrawal of Capital. In the event that any Member's Capital Account falls below zero, none of the Members shall have any

IN WITNESS WHEREOF, this Third Amended and Restated Limited Liability Company Agreement has been duly executed by the Member as of the day and year first above written.

PILOT CORPORATION

By:   
Name: James A. Haslam, )  
Title: President & CEO

~~PROPELLER CORP.~~

By: \_\_\_\_\_  
Name: Gero Wittmann  
Title: President

FLYING J INC.

By: \_\_\_\_\_  
Name:  
Title:

PILOT TRAVEL CENTERS LLC

By:   
Name: Mitchell D. Steenrod,  
Title: Sr. VP & CFO

IN WITNESS WHEREOF, this Third Amended and Restated Limited Liability Company Agreement has been duly executed by the Member as of the day and year first above written.

PILOT CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

PROPELLER CORP.

By: *Gero Wittemann*  
Name: Gero Wittemann  
Title: President

FLYING J INC.

By: \_\_\_\_\_  
Name:  
Title:

PILOT TRAVEL CENTERS LLC

By: \_\_\_\_\_  
Name:  
Title:

10 SEP 16 11:41 AM

IN WITNESS WHEREOF, this Third Amended and Restated Limited Liability Company Agreement has been duly executed by the Member as of the day and year first above written.

PILOT CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

PROPELLER CORP.

By: \_\_\_\_\_  
Name: Gero Wittemann  
Title: President

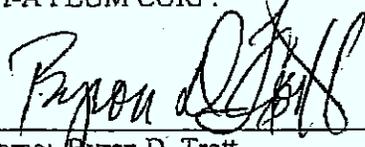
FLYING J INC.

By: Crystal C. Maggelet  
Name: Crystal C. Maggelet  
Title: President

PILOT TRAVEL CENTERS LLC

By: \_\_\_\_\_  
Name:  
Title:

BDT I-A PLUM CORP.

By:   
Name: Byron D. Trott  
Title: President

BDT CAPITAL PARTNERS FUND I AIV,  
L.P.  
By: BDTCP AIV GP I, LLC, its General  
Partner

By:   
Name: Byron D. Trott  
Title: President



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

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

**ROUTING:**

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

**APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ**

**BUSINESS NAME: PILOT TRAVEL CENTERS, LLC    LICENSE #10074610**

**ADDRESS: 900 N. 99<sup>TH</sup> AVE.**

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

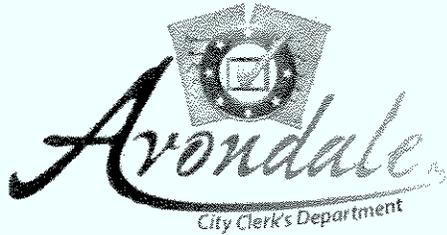
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE  
*Police Chief*  
\_\_\_\_\_  
TITLE

*9/29/10*  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 4<sup>TH</sup>, 2010  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 30<sup>TH</sup>, 2010**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
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- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
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- POLICE DEPARTMENT

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**APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ**

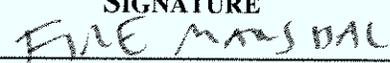
**BUSINESS NAME: PILOT TRAVEL CENTERS, LLC      LICENSE #10074610**

**ADDRESS: 900 N. 99<sup>TH</sup> AVE.**

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

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
DATE  


**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 4<sup>TH</sup>, 2010  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 30<sup>TH</sup>, 2010**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

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- ACQUISITION OF CONTROL

**ROUTING:**

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

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**APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ**

**BUSINESS NAME: PILOT TRAVEL CENTERS, LLC      LICENSE #10074610**

**ADDRESS: 900 N. 99<sup>TH</sup> AVE.**

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

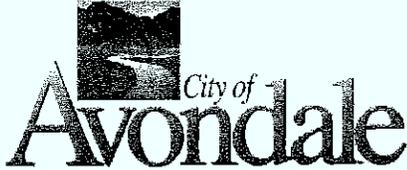
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

*[Signature]*  
SIGNATURE  
Zoning Specialist  
TITLE

9/29/10  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 4<sup>TH</sup>, 2010  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 30<sup>TH</sup>, 2010**



## DEVELOPMENT SERVICES

### MEMORANDUM

---

**DATE:** September 29, 2010

**TO:** Carmen Martinez, City Clerk

**PREPARED BY:** Jennifer Fostino, Zoning Specialist (623) 333-4000

**SUBJECT:** Acquisition of Control - Series 10 Liquor License Off-sale Retailer's Beer & Wine  
900 N. 99<sup>th</sup> Avenue (SWC of Roosevelt Street & 99<sup>th</sup> Avenue)

The subject property is located at 900 North 99<sup>th</sup> Avenue, the southwest corner of Roosevelt Street and 99<sup>th</sup> Avenue. The site is known as the Pilot Travel Center, and operates as a gas station with convenience store, truck stop with truck wash, and an attached restaurant with a drive-thru (Wendy's).

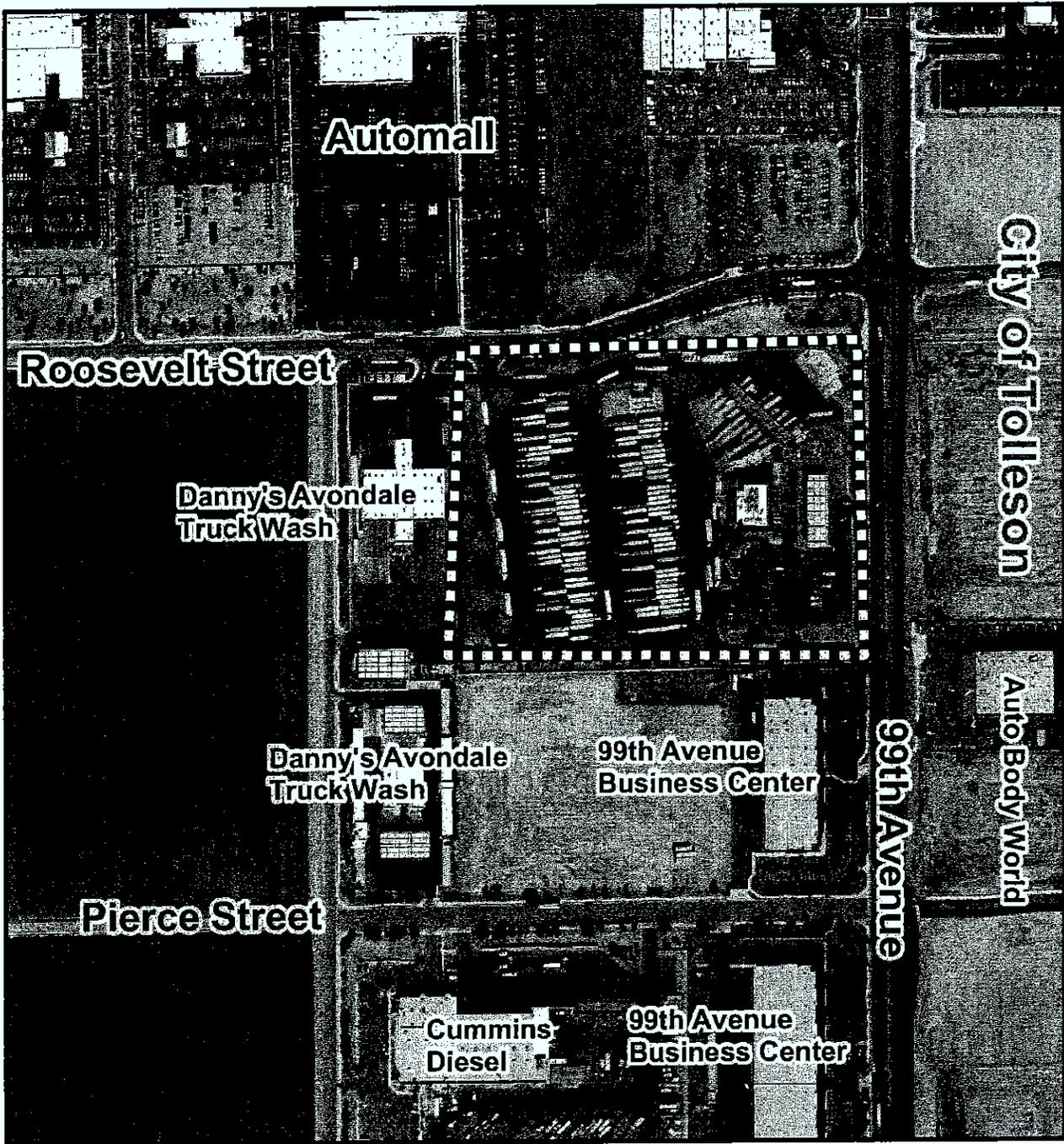
The General Plan designates the property as Employment.

The subject property is located within the Interstate Commerce Center Planned Area Development (PAD) Zoning District. This PAD allows for the above uses all as permitted uses. There are no outstanding use violations currently at the site.

For Series 10 (sale of beer and wine for off-site consumption) Licenses, there is no State Statute requirement for a minimum separation from schools and churches by State Statute.

Staff recommends that this liquor license application be approved.

Attachment: 2009 Aerial Photo  
Zoning Vicinity Map

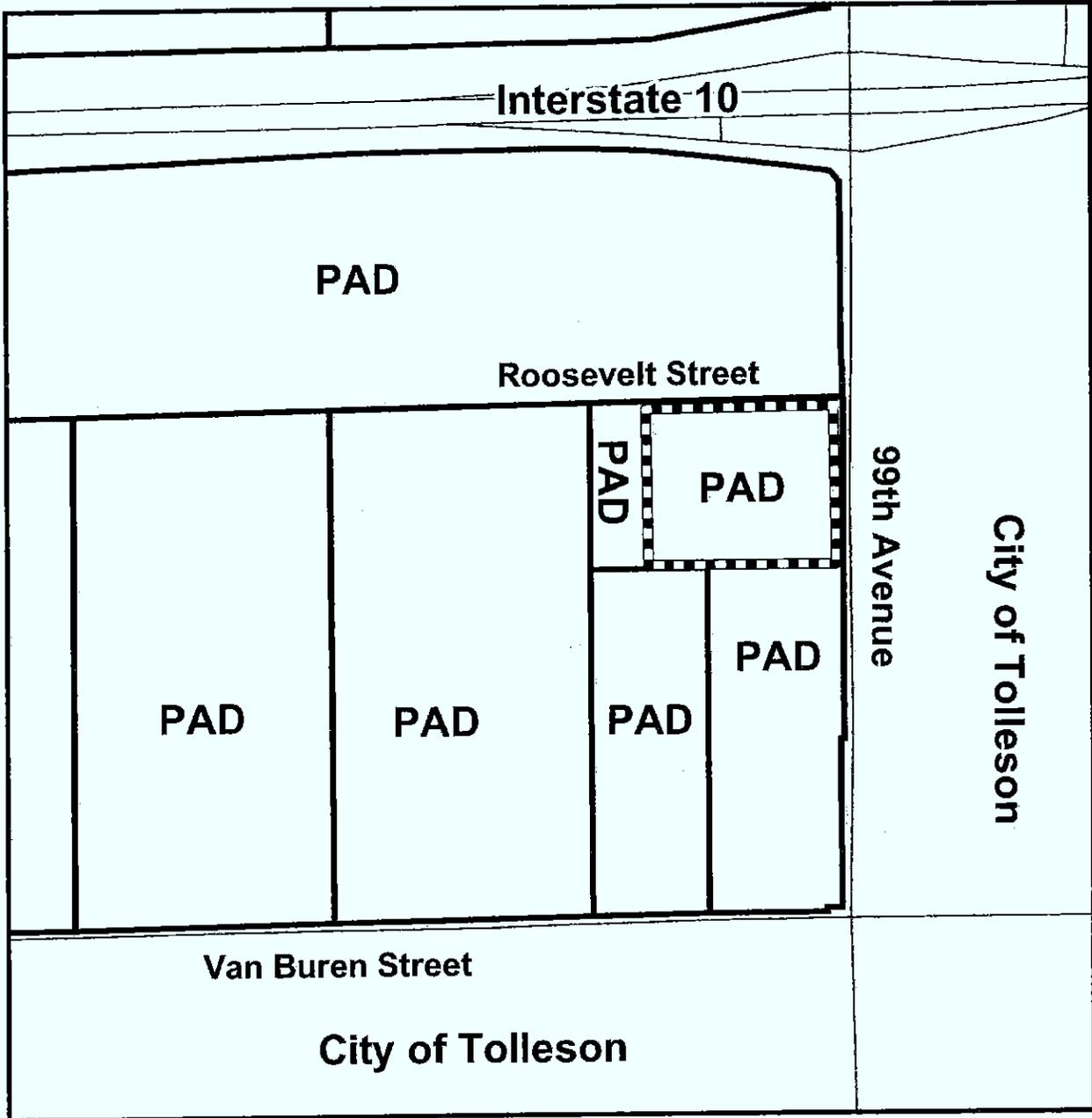


## 2009 Aerial Photograph

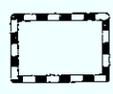
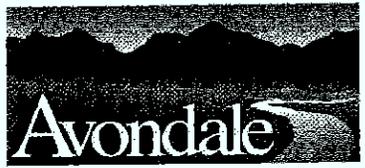


Subject Property

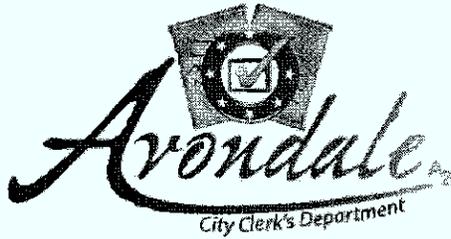




### Zoning Vicinity Map



Pilot Travel Center



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

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

**ROUTING:**

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

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**APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ**

**BUSINESS NAME: PILOT TRAVEL CENTERS, LLC      LICENSE #10074610**

**ADDRESS: 900 N. 99<sup>TH</sup> AVE.**

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

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

*Jessal Hecken*  
SIGNATURE  
*Privilege Tax Auditor*  
TITLE

*9/27/10*  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 4<sup>TH</sup>, 2010  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 30<sup>TH</sup>, 2010**





**NOTICE**

APPLICATION FOR RETAIL LICENSE REBORN  
DATE POSTED: SEPTEMBER 2, 2010

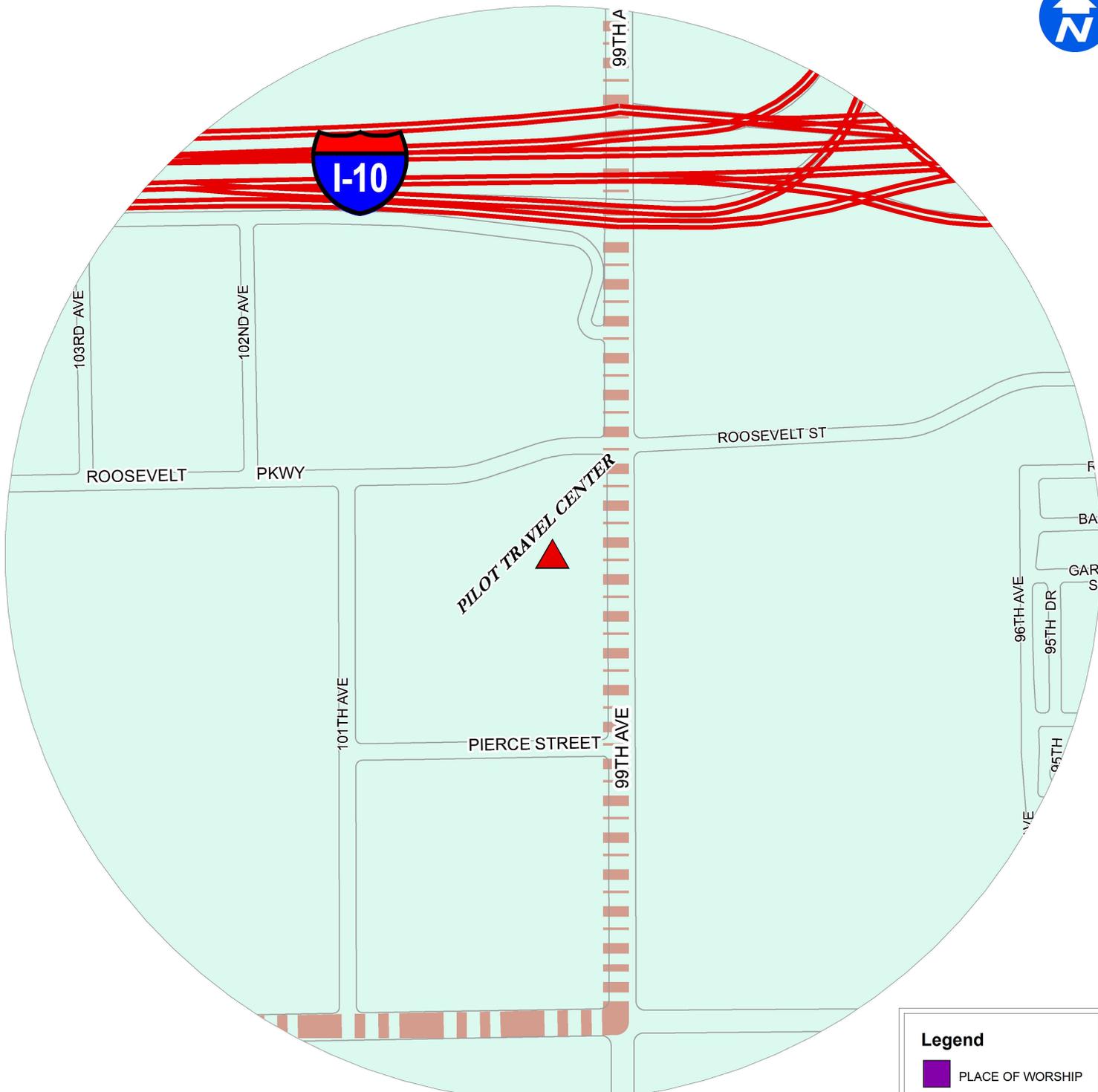
APPLICANT: [REDACTED]  
TYPE OF BUSINESS: [REDACTED]

LOCATION: 1448 WEST CIVIC CENTER DRIVE  
SUITE 1000A, GILCHRIST, FL 32117

REGISTRATION NUMBER: [REDACTED]

"BANKS TO BEAR AND WIND STONE TO BELL  
ALL APPLICATION LICENSES"

09.27.2010 11:34

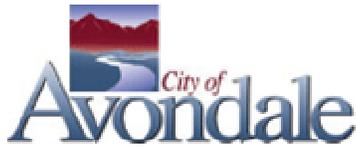


**Legend**

-  PLACE OF WORSHIP
- LIQUOR SERIES**
-  SERIES 5
-  SERIES 6
-  SERIES 7
-  SERIES 9
-  SERIES 10
-  SERIES 12
-  SERIES 14
-  SERIES 15
-  SERIES 16
-  SCHOOLS

**Pilot Travel Centers, LLC**  
**900 N. 99th Avenue**  
**1 Mile Buffer**





# CITY COUNCIL REPORT

**SUBJECT:**  
Sampling Liquor License (9S) - Sam's Club

**MEETING DATE:**  
October 18, 2010

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

**PURPOSE:**

City Council will consider a request from Ms Clare Abel on behalf of Sam's Club #4830 located at 1459 N Dysart Road in Avondale for a Series 9S Liquor License which would allow sampling privileges at the location.

**BACKGROUND:**

A Series 9 Liquor Store License allows the sale of all spirituous liquors in the original unbroken package to be taken off the retailer's premises unopened and be consumed off the premises. At the last Legislative Session, the Arizona State Legislature passed HB 2002 which allows holders of a Series 9 Liquor Store License to have sampling privileges subject to the following requirements:

1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
2. The licensee is otherwise subject to all other provisions of the law. The licensee is liable for any violation of the law committed in connection with the sampling.
3. The licensed retailer shall make sales of sampled products from the licensed retail premises.
4. The licensee shall not charge any customer for the sampling of any products.
5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
6. Accurate records of sampling products dispensed shall be retained by the licensee.
7. Sampling shall be limited to three ounces of beer or cooler-type products, one ounce of wine and one ounce of distilled spirits per person, per brand, per day.
8. The sampling shall be conducted only on the licensed premises.

Unlike a Series 9 license, a Series 9S license is not transferable. Upon transfer of a Series 9 License, the new owner of that license must apply for a new Series 9S License if sampling privileges are desired.

**DISCUSSION:**

Staff has received an application from Ms Clare Able on behalf of Sam's Club #4830 for a Series 9S Liquor License. Per guidelines issued by the Arizona Department of Liquor Licenses and Control, an application for a Series 9S license should be processed as a new application. Therefore, a notice of Council's intent to consider the request to approve the application was published in the West Valley View on October 1 and 5, 2010 and the application has been posted at the location for the required minimum 20 days. No comments in favor or against approval of the application have been received. The application fee of \$250.00 has been paid.

In addition to complying with the basic requirements of the statute, Sam's Club has stated that they will follow the following procedures to conduct the sampling activities:

1. The sampling area will be roped off from the sales area.
2. Customers will be required to show photo identification/proof of age prior to entering the sampling area.
3. All samples must be finished or disposed of in a trash receptacle within the sampling area before the customers may leave the sampling area.
4. Customer seating will not be available within the sampling area.
5. Under the supervision of the wholesaler/producer whose product is being offered, sampling will be conducted by a third party demonstrator.
6. Records will be maintained as to the product sampled by each customer.
7. Sampling events will be limited to four hours per day.
8. Sam's Club staff will not be permitted to sample the products at any time during their work day.

The Council's recommendation for approval, denial or no recommendation will be forwarded to the Arizona Department of Liquor Licenses and Control for further consideration.

The application has been reviewed by Police, Fire and Development Services Departments and they are recommending approval of the application. Their comments are attached.

### **RECOMMENDATION:**

Staff recommends Council approval of the application submitted by Ms Clare Abel on behalf of Sam's Club Store #4830 for approval of a Series 9S Liquor Store License with Sampling Privileges.

### **ATTACHMENTS:**

Click to download

-  [Application](#)
-  [Letter to Mayor and Council](#)
-  [Review by Departments](#)
-  [Posting Photos](#)
-  [Vicinity Map](#)

State of Arizona  
Department of Liquor Licenses and Control



800 W. Washington 5<sup>th</sup> Floor  
Phoenix, Arizona 85007  
(602) 542-5141

**State/Local Government Routing Sheet  
Add Sampling Privileges To Active  
Liquor Store (series 9) License**

The attached form for sampling must be processed within 105 days from this date:

Date Application Received at DLLC: 9.14.2010

If the local governing body has questions regarding the attached sampling form, please call:

DLLC Contact Name: Jill Wells

DLLC Contact Phone Number: 602.542.9051

DLLC Contact email: Jill.Wells@az.liquor.gov

Upon local governing body approval, a new license with a sampling privilege ("S") designation will be issued to this licensee:

Current License #: 09070328 9S License #: 09070328S

For Local Governing Body Use Only	
Date Receive:	____/____/____
Recommendation:	<input type="checkbox"/> Approve <input type="checkbox"/> Protest <input type="checkbox"/> No Recommendation
I _____,	hereby recommend that non-transferrable sampling
Government Official	
privileges be added to this active liquor store (series 9) licensee on behalf of	
_____	
City, Town or County	
(____) _____	_____
Phone Number	Email Address

State of Arizona  
Department of Liquor Licenses and Control

800 W. Washington 5<sup>th</sup> Floor  
Phoenix, Arizona 85007  
(602) 542-5141

**Application For Liquor Store (series 9) Sampling Privileges**

Licensee's Name: Clare Hollie Abel Title (owner/agent): Agent

Business Name: Sam's Club #4830

Current License #: 09070328

FOR DLLC USE ONLY  
New License #: 09070328S

Physical Location of Business:

1459 North Dysart Road Avondale AZ Maricopa 85392  
Street Address City State County Zip Code

Business Phone Number: (623) 882-3869 Email: CHabel@bcattorneys.com

I, Clare Hollie Abel, understand that, upon approval, sampling privileges for the liquor license identified above will require compliance with the following:

Initial Here

- CH 1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
- CH 2. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
- CH 3. The licensed retailer shall make sales of sampled products from the licensed retail premises.
- CH 4. The licensee shall not charge any customer for the sampling of any products.
- CH 5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
- CH 6. Accurate records of sampling products dispensed shall be retained by the licensee.
- CH 7. Sampling shall be limited to three ounces of beer or cooler-type products, one ounce of wine and one ounce of distilled spirits per person, per brand, per day.
- CH 8. The sampling shall be conducted only on the licensed premises.
- CH 9. Upon approval of this application, a series 9S liquor license will be issued and mailed to the licensee's address of record. The series 9S license must be displayed in a conspicuous public area of the licensed premises that is readily accessible for inspection by any peace officer, distributor, wholesaler or member of the public. (A.R.S. §4-261.01)
- CH 10. Liquor store license sampling privileges are not transferable.



**BURCH & CRACCHIOLO**  
Arizona's Attorneys

CLARE ABEL  
602.234.9920

BURCH & CRACCHIOLO, P.A.

702 EAST OSBORN ROAD  
SUITE 200  
PHOENIX, AZ 85014

PHONE: 602.274.7611  
FAX: 602.234.0341  
WWW.BCATTORNEYS.COM

MAILING ADDRESS  
P.O. BOX 16882  
PHOENIX, AZ 85011

EMAIL: CHabel@bcattorneys.com

October 4, 2010

The Honorable Marie Lopez Rogers and  
Members of the Avondale City Council  
c/o Avondale City Clerk's Office  
11465 West Civic Center Drive  
Avondale, Arizona 85323

*Re: Sam's Club #4830/1459 North Dysart Road  
Request for Liquor Sampling Privilege  
Town Council Agenda 10/18/2010*

Dear Mayor Lopez Rogers and Members of the Avondale City Council:

I am writing on behalf of Sam's Club #4830 to provide the Avondale City Council with some background on a new process that local governing bodies are being asked to consider that addresses "sampling" of beer, wine and spirits in a business that has a liquor license for "off-premise" consumption. I recognize that it is new that the cities are involved in the review of this sampling process and I hope that this information will be helpful to the Council in making its decision.

### **BACKGROUND**

Arizona retail liquor licenses are generally divided into two groups, to wit: (i) licenses that allow consumption of the beverages on the licensed premises and (ii) licenses that allow the sale of beverages that must be removed from the premises for consumption. Restaurants (Series 12), Beer/wine bars (Series 7) and Bars (Series 6) provide for consumption within the licensed area. Liquor Stores (Series 9) and Beer/Wine stores (Series 10) allow for sale of regulated beverages in sealed containers for consumption off-site. The Series 9 liquor license is the license most often held by grocery stores while a Series 10 license is commonly used for smaller, convenience markets.

Prior to 2005, there was no provision in Arizona law that allowed "sampling" of regulated beverages in a store that held an "off-premise" liquor licenses (Series 9 or 10). Arizona's own wine industry had been growing slowly over the years, but local vintners were finding it difficult to "break into" the market and compete with established wines from outside the state. Many local vintners believed that their product could compete with other out-of-state wines based upon taste. However, it was difficult for them to have the opportunity to have customers get an opportunity to compare their product with others. As a result, local producers became a key party in urging Arizona to allow

**A.R.S. §4-206.01. Bar, beer and wine bar or liquor store licenses; number permitted; fee; sampling privileges**

1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
2. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
3. The licensed retailer shall make sales of sampled products from the licensed retail premises.
4. The licensee shall not charge any customer for the sampling of any products.
5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
6. Accurate records of sampling products dispensed shall be retained by the licensee.
7. Sampling shall be limited to three ounces of beer or cooler-type products, one ounce of wine and one ounce of distilled spirits per person, per brand, per day.
8. The sampling shall be conducted only on the licensed premises.

I, Clare Hollie Abel, attest that I am the OWNER/AGENT filing this application, that I have read, and assume responsibility for compliance with, A.R.S. §4-206.01(J). at the licensed establishment named on page 1, and verify all statements I have made on this document to be true, correct and complete.

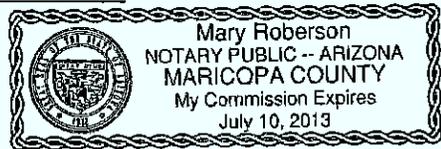
*Clare Hollie Abel* \_\_\_\_\_, Agent for Sam's West, Inc \_\_\_\_\_, Date 9/13/10  
Signature, Title \_\_\_\_\_ Date

Notarized Signature

The forgoing instrument was acknowledged before me this 13 of September, 2010.  
day month year

Notary Public: *Mary Roberson*  
Signature

My commission expires: 10 day, July month, 2013 year





BURCH & CRACCHIOLO  
Arizona's Attorneys

The Honorable Marie Lopez Rogers and  
Members of the Avondale City Council

October 4, 2010

Page 2

“sampling” of regulated beverages where the store held an “off-premise” liquor license.

In 2005 the Arizona Legislature amended its laws to allow “sampling” of regulated beverages for “off-premise” licensees. The 2005 process (i) limited the sampling events to 12 days per year no longer than three hours per day; (ii) only one producer or wholesaler could be offered; (iii) required that the event be conducted by a wholesaler or producer; (iv) required that the sampling take place in a roped off area; and (v) limited a customer to a total of three ounces of beer or one and one-half ounces of wine or one-half ounce of distilled spirits per person per day. Small retailers such as convenience stores (less than 5,000 square feet) were not allowed to conduct sampling events. All other regulations that apply generally to liquor licenses such as limiting samples to persons who were twenty-one years of age and prohibiting employees from sampling also applied to sampling events. At least ten days prior to the events, the licensee filed a form with the Arizona Department of Liquor (AZ DLLC) notifying the AZ DLLC of the event. It is important to note that many states already had provisions that allowed “sampling” of beverages and those regulations were reviewed when this legislation was being considered.

Some retailers, in an effort to allow for “sampling” without all the limitations, simply acquired an additional “on-premise” license for their stores. However, where a store had both on-premise and off-premise privileges at the same location, it was more difficult to regulate “sampling” events at those locations. Indeed, where a retailer had both on and off-premise licenses, customers were allowed twelve ounces of beer or cooler products, six ounces of wine or two ounces of distilled spirits per person per brand. However, it became difficult to determine whether the licensee’s activities were being conducted under its on-premise without limits or its off-premise license with limits.

In 2010, the Arizona Legislature sought to modify the sampling provisions for off-premise licensees and to address the circumstance of holders of both on- and off-premises licenses at a single location and to provide sampling privileges for any Series 9 liquor license holder subject to that licensee following the new procedures. The resulting legislation did not create a “new” sampling privilege for off-premise licensees. Rather they modified the previously existing sampling privileges.

The new regulations and limitations on sampling are as follows:

1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
2. The licensee is otherwise subject to all other provisions of the law. Licensee is liable for any liquor violations committed in connection with sampling.
3. The licensed retailer shall make all sales of the sampled products from the licensed retail premises.
4. The licensee shall not charge any customer for the sampling of any products.



BURCH & CRACCHIOLO  
Arizona's Attorneys

The Honorable Marie Lopez Rogers and  
Members of the Avondale City Council

October 4, 2010

Page 3

5. The sampling shall be conducted under the supervision of an employee of the sponsoring distiller, vintner, brewer wholesaler or retail licensee.
6. Accurate records of sampling products dispensed shall be retained by the licensee.
7. Sampling shall be limited to three ounces of beer or cooler-type product, one ounce of wine and one ounce of distilled product per person, per brand, per day.
8. The sampling shall be conducted only on the licensed premises.

[A.R.S. Section 4-206.01(J)]

In addition, while an off-premise liquor license may be transferable to another party, a sampling privilege must be approved for each new owner.

#### SAM'S CLUB SAMPLING APPLICATION

On behalf of Sam's Club, a request for sampling privileges has been submitted for these warehouses. Sam's Club, as well as its related Wal-Mart stores, have exemplary records with respect to the sale of beer, wine and liquor in the State of Arizona. Sam's Club will continue to exercise care and diligence in conducting its sampling activities and will have the following procedures in place in addition to those required by the new law:

1. The sampling area will be roped off from the sales area.
2. Customers will be required to show photo identification/proof of age prior to entering the sampling area.
3. All samples must be finished or disposed of in a trash receptacle within the sampling area before the customer may leave the sampling area.
4. No customer seating will be provided within the sampling area.
5. Sampling will be conducted a third party demonstrator under the supervision of the wholesaler/producer whose product is being offered..
6. Records will be maintained as to the product sampled by each customer.
7. Sampling events will be limited to 4 hours per day.
8. No Sam's Club staff will be permitted to sample any products at any time during their work day.



BURCH & CRACCHIOLO  
Arizona's Attorneys

The Honorable Marie Lopez Rogers and  
Members of the Avondale City Council

October 4, 2010

Page 4

All Sam's Club managers and their staffs are aware of and take seriously the importance of strict adherence to all policies, procedures and requirements with respect to sampling and sale of regulated beverages. That is why they are willing to provide you with these additional conditions and safeguards for your consideration. With these procedures in place, we request your approval of the sampling request. Sam's Club looks forward to its continued good relationship with Avondale. I will be available at your convenience to discuss any of these procedures and I will be present at the upcoming hearing on this application.

Very truly yours,

**Burch & Cracchiolo, P.A.**

A handwritten signature in cursive script, appearing to read 'Clare H. Abel', written in black ink.

Clare H. Abel  
For the Firm

CHA/bc



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 9S
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

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

**APPLICANT'S NAME:** CLARE HOLLIE ABEL

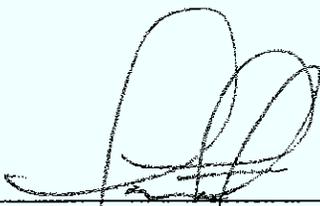
**BUSINESS NAME:** SAM'S CLUB #4830

**ADDRESS:** 1459 NORTH DYSART ROAD

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

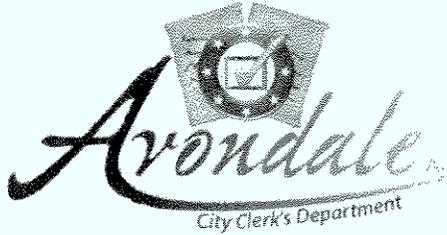
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 18, 2010  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT 30, 2010**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 9S
- EXTENSION OF PREMISES
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- POLICE DEPARTMENT

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**APPLICANT'S NAME:** CLARE HOLLIE ABEL

**BUSINESS NAME:** SAM'S CLUB #4830

**ADDRESS:** 1459 NORTH DYSART ROAD

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

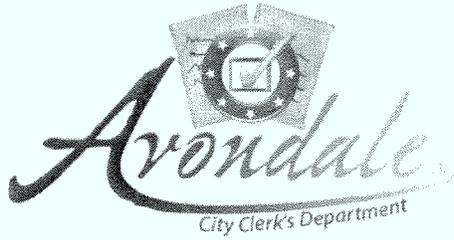
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE  
FIRE MARSHAL  
\_\_\_\_\_  
TITLE

9/29/10  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 18, 2010  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT 30, 2010**



**DEPARTMENTAL REVIEW FORM**

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- DEVELOPMENT SERVICES
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**APPLICANT'S NAME:** CLARE HOLLIE ABEL

**BUSINESS NAME:** SAM'S CLUB #4830

**ADDRESS:** 1459 NORTH DYSART ROAD

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

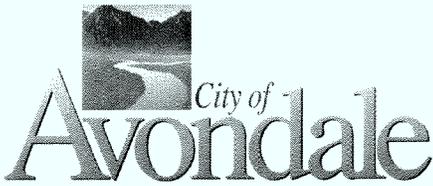
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

\_\_\_\_\_  
SIGNATURE  
*Zoning Specialist*  
\_\_\_\_\_  
TITLE

*9/30/10*  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 18, 2010**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT 30, 2010**



## DEVELOPMENT SERVICES

### MEMORANDUM

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**DATE:** September 30, 2010

**TO:** Carmen Martinez, City Clerk

**PREPARED BY:** Jennifer Fostino, Zoning Specialist 623-333-4000

**SUBJECT:** Series 9S (Sampling Privileges) for Sam's Club located at 1459 N  
Dysart Rd

The site is located within the Coldwater Plaza at the northeast corner of Dysart Road and Van Buren Road. The building is existing.

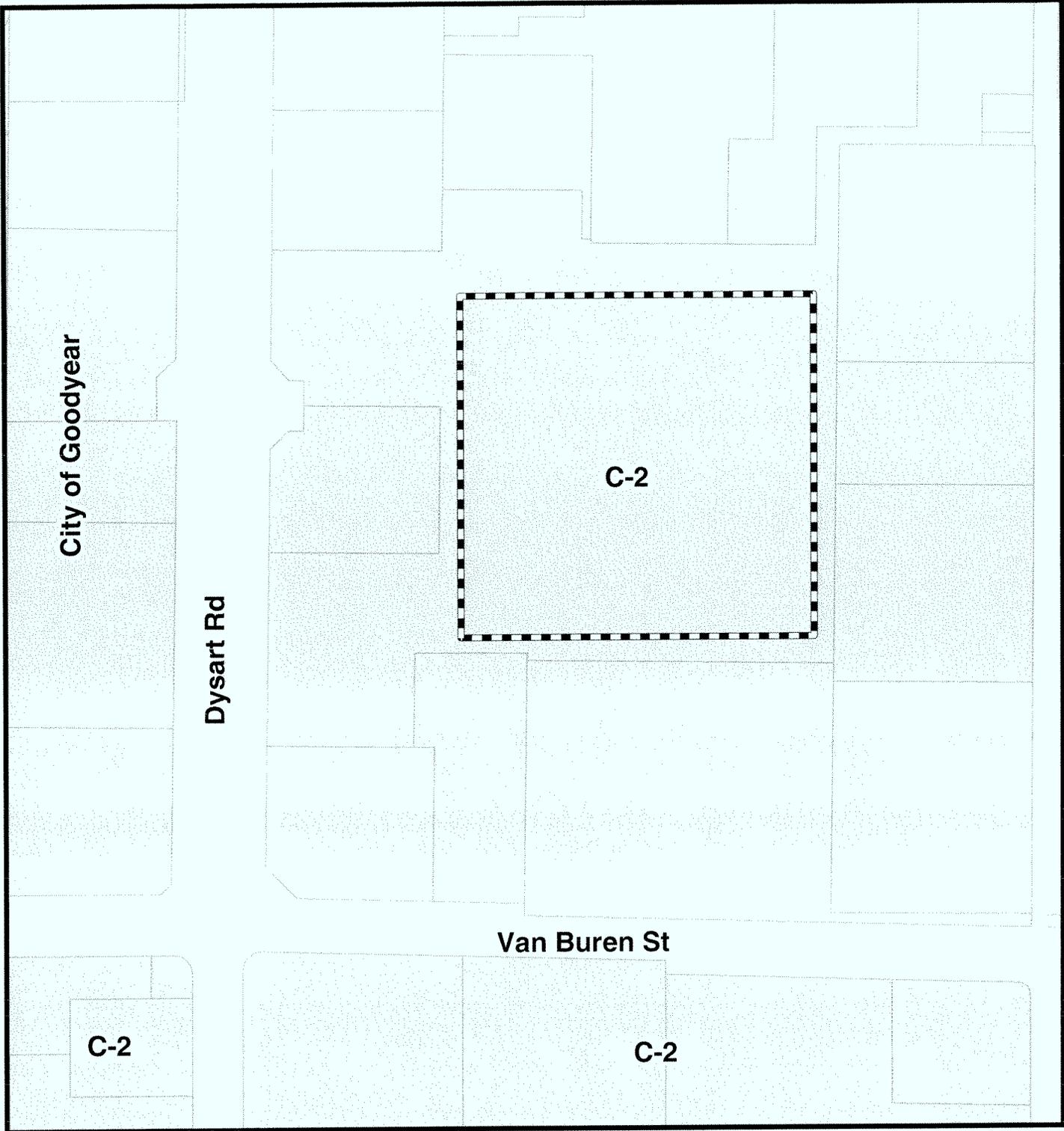
The General Plan designates the property as Freeway Commercial. The site is zoned C-2 (Community Commercial). A membership warehouse club is a permitted use in this district.

Sam's Club currently has Series 9 Liquor License and is requesting sampling privileges, which will change their Series 9 Liquor License to a Series 9S.

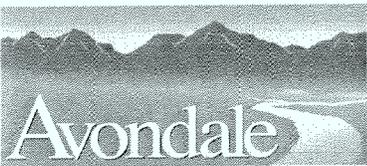
State Statute does require a minimum separation of 300 feet from K-12 schools, church buildings, and fenced recreational areas that are part of a school building. State Statute requires a minimum separation of 300 feet from school or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. The distance Requirements have been met.

Staff recommends that this liquor license application be approved.

Attachment: 2009 Aerial Photo  
Zoning Vicinity Map

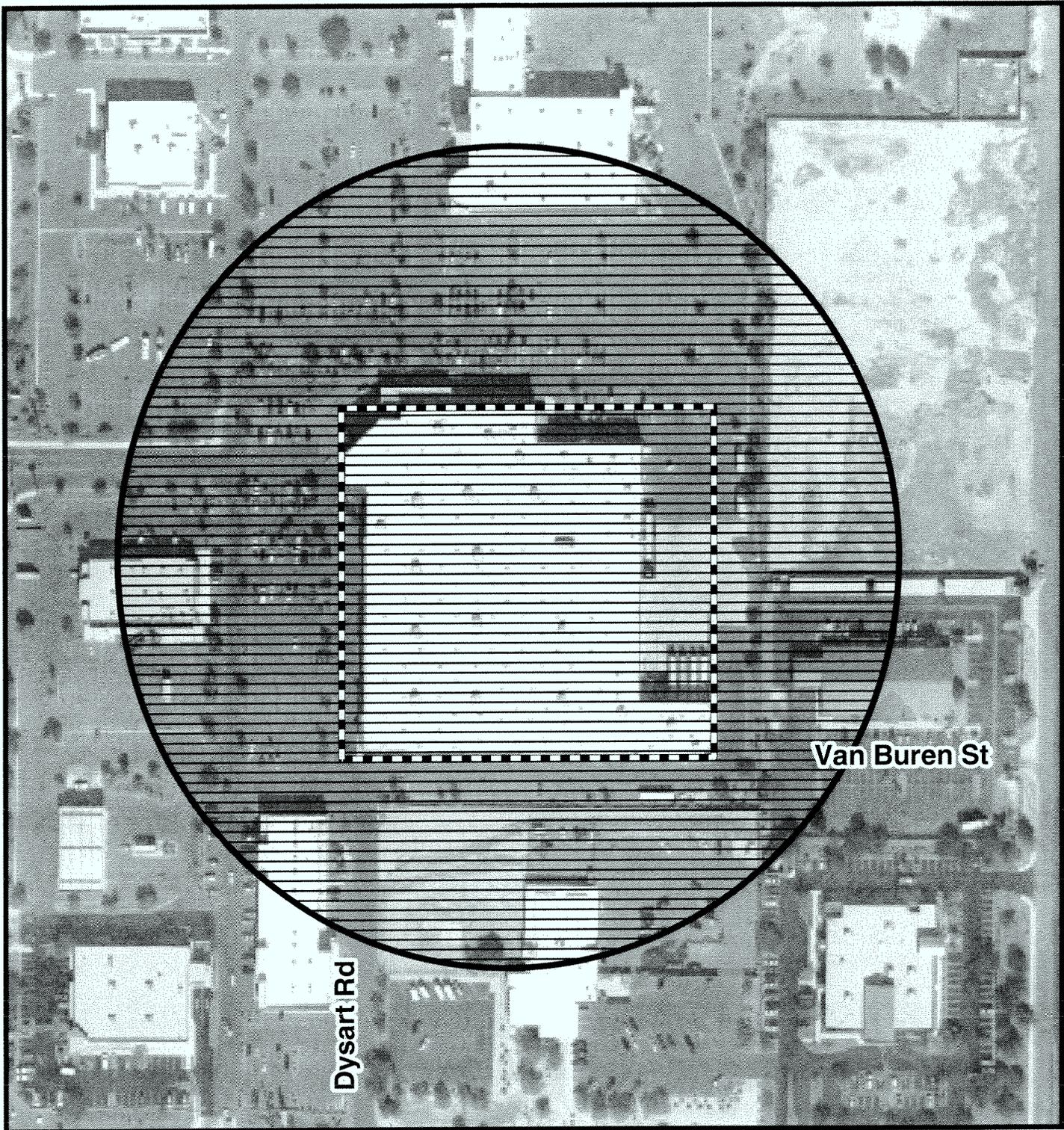


# ZONING MAP

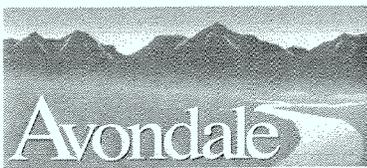


Subject Property





## SEPARATION MAP

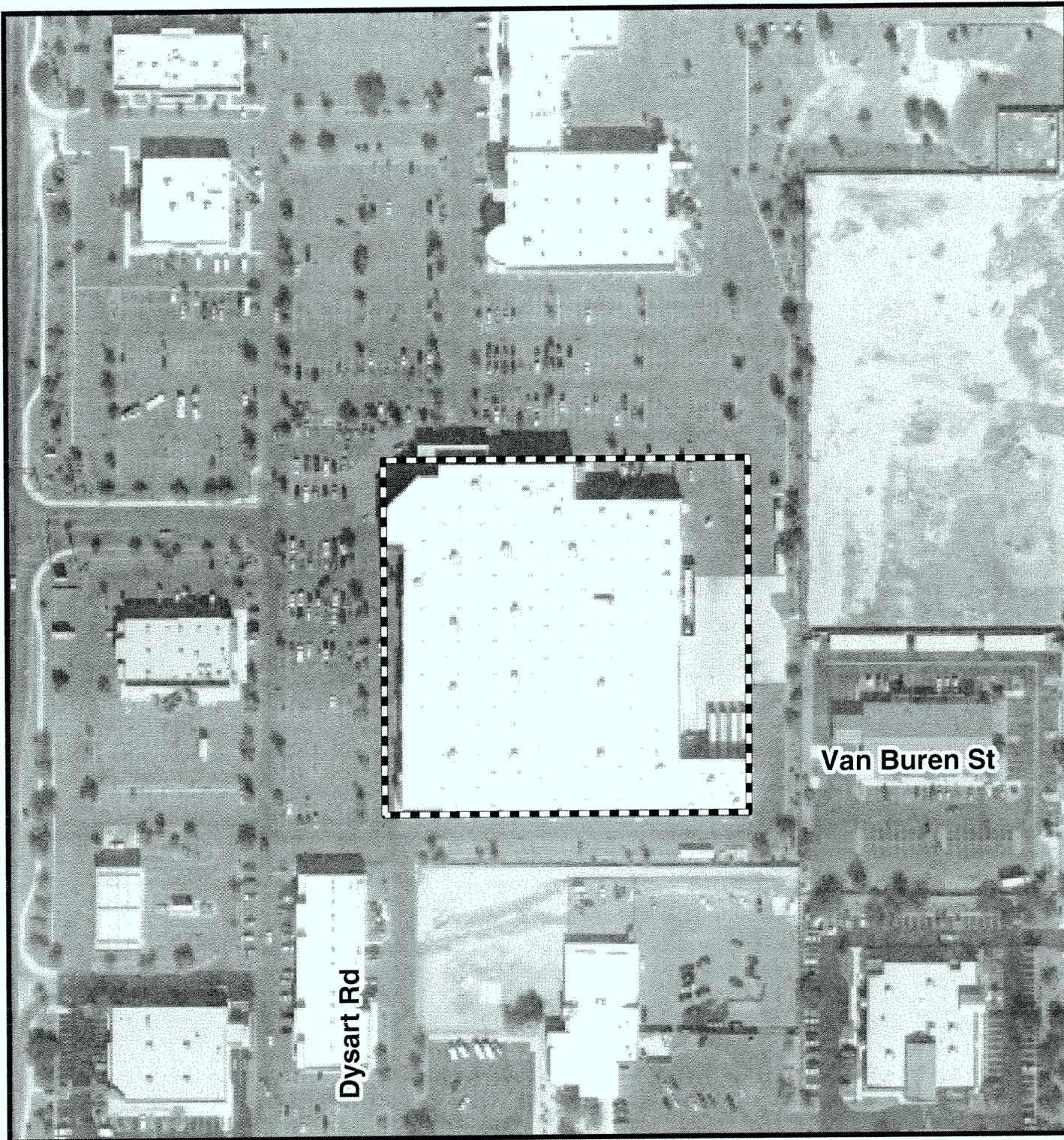


Subject Property

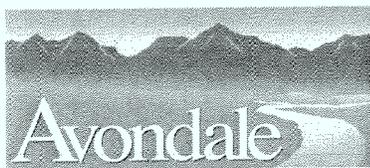


300 Foot Buffer





## 2009 AERIAL MAP



Subject Property





**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 9S
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

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

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**APPLICANT'S NAME:** CLARE HOLLIE ABEL

**BUSINESS NAME:** SAM'S CLUB #4830

**ADDRESS:** 1459 NORTH DYSART ROAD

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

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

Jocelyn E. Husak      9/28/10  
SIGNATURE      DATE  
Privilege Tax Assessor  
TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 18, 2010  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT 30, 2010**

We Accept

**No smoking or soliciting on premises**  
Thank You

**We're Accessible!**  
 Accessible  
 Service Animals Welcome

Report problems to 1.800.963.8442  
 If you are disabled and need assistance, please come to the Member Services Desk. We will have a Club Associate give you any assistance you need.

**CODE★ADAM**

**Electronic Product Code**

Sam's Club is using Electronic Product Code (EPC) technology throughout this Club, including EPC labels on items in this Club.

Benefits include:

- Identifying and locating in-stock inventory
- Quickly identifying recalled products
- Improving the shopping experience.

**NOTICE**  
 APPLICATION TO SELL ALCOHOLIC BEVERAGES  
 DATE POSTED: SEPTEMBER 23, 2010

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE ANSONIA CITY COUNCIL.

LOCATION: 11485 WEST CIVIC CENTER DRIVE  
 DATE: MONDAY, OCTOBER 18, 2010  
 AT 7:00 PM.

HEARING DATES SUBJECT TO CHANGE. TO VERIFY CALL: 823-533-1000

**"SERIES 85: LIQUOR STORE W/SAMPLING PRIVILEGES"**

THE CITY OF ANSONIA hereby certifies that the above-named applicant has been granted a license to sell alcoholic beverages in the City of Ansonia, Connecticut, for the period of time specified in the license. This license is subject to the terms and conditions set forth in the license and the regulations of the State of Connecticut. The City of Ansonia is not responsible for the actions of the licensee or for any violations of the license. The City of Ansonia reserves the right to suspend or revoke this license at any time for cause. This license is not transferable and is not valid if the licensee is not present at the time of sale. The City of Ansonia is not responsible for the actions of the licensee or for any violations of the license. The City of Ansonia reserves the right to suspend or revoke this license at any time for cause. This license is not transferable and is not valid if the licensee is not present at the time of sale.

**NO SMOKING**  
 Smoking is prohibited by A.R.S. § 36-601.01.

Complaints regarding violations may be made by telephone to 1-877-4A2NOSMOKING or by email to [nosmoking@proconofhawaii.gov](mailto:nosmoking@proconofhawaii.gov) or on the Internet at [www.smokefreeproconofhawaii.gov](http://www.smokefreeproconofhawaii.gov)



09.27.2010 10:44

# Exit



WFC Membership

6

COOP CARD

NOTICE

BEET PILE

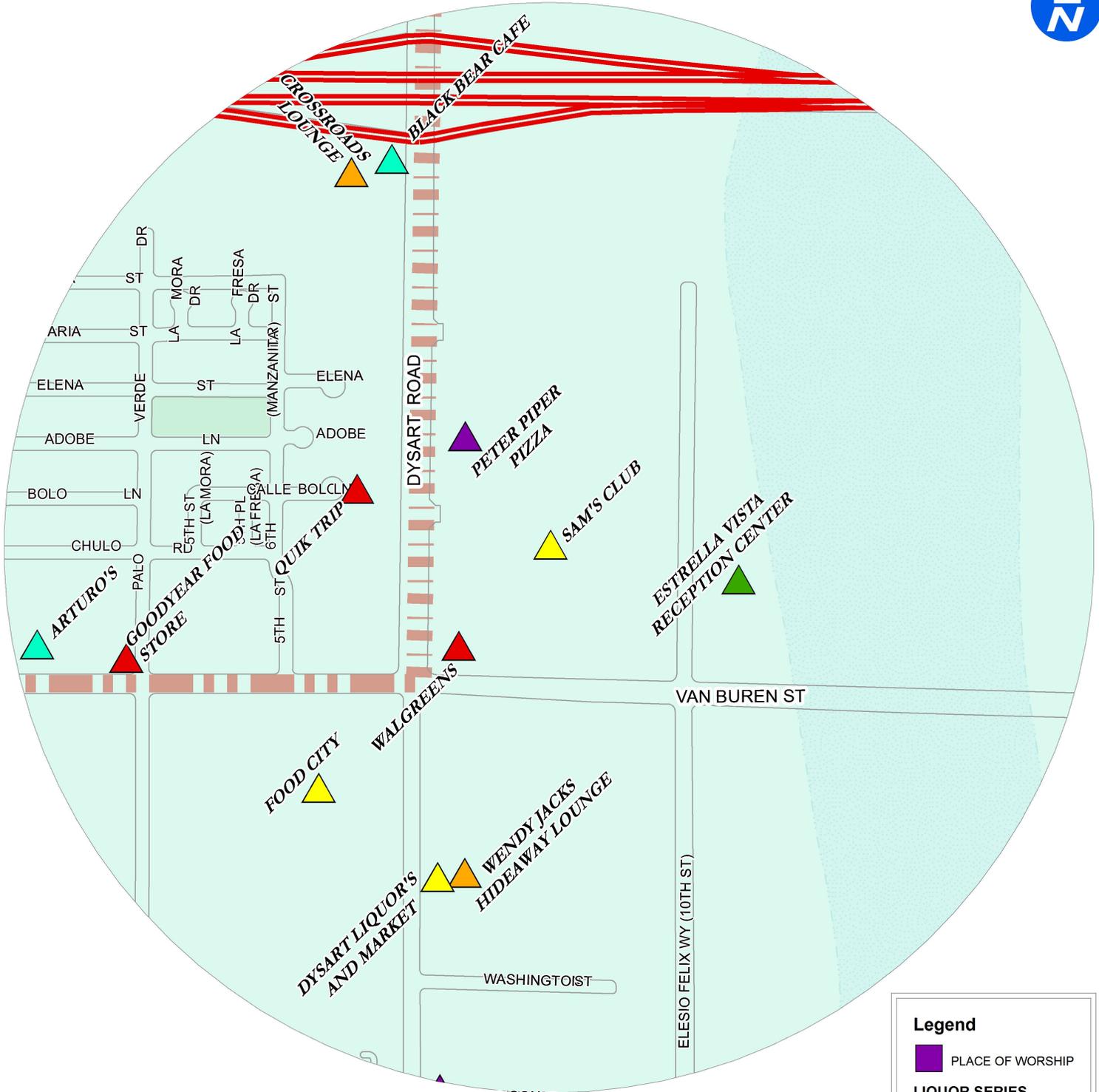


09.27.2010 10:44

# Exit



09.27.2010 10:48

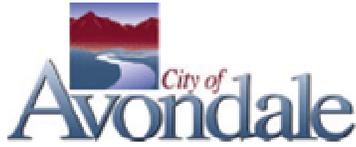


**Sam's Club #4830**  
**1459 N Dysart Road**  
**1 Mile Buffer**

**Legend**

- PLACE OF WORSHIP
- LIQUOR SERIES**
  - SERIES 5
  - SERIES 6
  - SERIES 7
  - SERIES 9
  - SERIES 10
  - SERIES 12
  - SERIES 14
  - SERIES 15
  - SERIES 16
- SCHOOLS





# CITY COUNCIL REPORT

**SUBJECT:**

Purchase Agreement – Invader Pest Management, Inc.

**MEETING DATE:**

October 18, 2010

**TO:** Mayor and Council

**FROM:** Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a piggyback agreement using the City of Peoria's professional services agreement with Invader Pest Management, Inc. (Invader) to provide pest control services and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

**BACKGROUND:**

The City of Avondale currently uses Orkin for pest control services at all City parks and facilities. The Orkin service has been used on a month to month basis. The contract that the City of Peoria has with Invader will provide the City of Avondale with a more consistent service at a reduced cost.

**DISCUSSION:**

Invader will provide service to the City of Avondale based on the terms and conditions of the existing City of Peoria Contract ACON18029. The agreement shall be in effect until March 31, 2011, and may be extended in accordance with the City of Peoria Contract.

**BUDGETARY IMPACT:**

Invader shall provide services to the City of Avondale at a cost not to exceed an aggregate amount of \$20,000. Funds for the service are included in the PRLD Facilities budget. Approving this item will not increase the City of Avondale or the PRLD budget.

**RECOMMENDATION:**

Staff recommends that the City Council approve a purchase agreement Invader Pest Management, Inc. (Invader) to provide pest control services and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

**ATTACHMENTS:**

Click to download

 [Purchase Agreement](#)

**PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
INVADER PEST MANAGEMENT, INC.**

THIS PURCHASE AGREEMENT (the "Agreement") is made as of October 18, 2010, between the City of Avondale, an Arizona municipal corporation (the "City"), and Invader Pest Management, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive bidding process, the City of Peoria, Arizona, entered into Contract ACON18029 (the "Peoria Contract") for the Contractor to provide pest control services. The Peoria Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted pursuant to Section 25-24 of the City Code to procure pest control services under the Peoria Contract without further public bidding, and the Peoria Contract permits its cooperative use by other public entities including the City.

C. The City desires to purchase pest control services (the "Services") from the Contractor under the terms and conditions of the Peoria Contract for a lower cost than would otherwise be available.

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, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 31, 2011. The Term may be extended in accordance with the Peoria Contract and upon the City's verification of concurrent extension of the Peoria Contract.

2. Scope of Work. Contractor shall provide the City with the Services under the terms and conditions of the Peoria Contract, attached hereto as Exhibit A.

3. Compensation. The Contractor shall provide the Services to the City at the locations and at the rates set forth in the Avondale Price Sheet, attached hereto as Exhibit B and incorporated herein by reference, not to exceed an aggregate amount of \$20,000.00.

4. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does 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 the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

5. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

6. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity between this Agreement, the Avondale Price Sheet and the Peoria Contract, the documents shall govern in the order listed herein.

7. Indemnification; Insurance. The City shall be afforded all of the rights, privileges and indemnifications afforded to the City of Peoria under the Peoria Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor’s obligation to provide indemnification and insurance.

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

**“City”**

**“Contractor”**

CITY OF AVONDALE, an Arizona  
municipal corporation

INVADER PEST MANAGEMENT, INC.,  
an Arizona corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

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

ATTEST:

Name: \_\_\_\_\_

\_\_\_\_\_  
Carmen Martinez, City Clerk

Title: \_\_\_\_\_

(ACKNOWLEDGEMENTS)

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:

\_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2010,  
by \_\_\_\_\_ as \_\_\_\_\_  
of INVADER PEST MANAGEMENT, INC., an Arizona corporation, on behalf of the  
corporation.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

My Commission Expires:

\_\_\_\_\_

EXHIBIT A  
TO  
PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
INVADER PEST MANAGEMENT, INC.

[Peoria Contract]

See following pages.



# City of Peoria, Arizona Notice of Request for Proposal

Request for Proposal No **P09-0042** Proposal Due Date **January 28, 2009**  
 Materials and/or Services **Pest Control Services** Proposal Time **5 00 P M AZ Time**  
 Contact **Terry Andersen**  
 Project No \_\_\_\_\_ Location **City of Peoria, Materials Management** Phone **(623) 773-7115**  
 Mailing Address **8314 West Cinnabar Avenue, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

### OFFER

To the City of Peoria The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact.

Name Wally Shores Telephone 623-824-4184 Fax 602-992-5700  
 Company Name Invader Pest Management Authorized Signature for Offer [Signature]  
 Address P.O. Box 939, 6087 N. 57<sup>th</sup> Dr Printed Name Fred Willey  
 City Glendale State AZ Zip Code 85311 Title President

### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1) Request for Proposal issued by the City; 2) Your offer in Response to the City's Request for Proposal; 3) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by [Signature]  
 Mary Jo Kief, City Clerk  
 CC \_\_\_\_\_  
 Contract Number ACON18209  
 Official File \_\_\_\_\_

City of Peoria, Arizona Effective Date 3/28/09  
 Approved as to form: [Signature] **Elen Van Ripper, Assistant City Attorney**  
 Stephen M Kemp, City Attorney  
 Contract Awarded Date 3/27/09  
[Signature]  
 Hermark F. Koebergen, Materials Manager



# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KK  
INVAD-1

DATE (MM/DD/YYYY)  
04/21/09

**PRODUCER**  
Maurer-Noel-Evans, LLC/B3  
insurance@mne.biz  
4638 E Shea Blvd Ste B200  
Phoenix AZ 85028-6000  
Phone: 602-277-2821 Fax: 602-277-2846

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
  
Invader Pest Management  
PO Box 939  
Glendale AZ 85311

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Lexington Ins Co + WrightPercy	
INSURER B Auto-Owners Insurance Co	18988
INSURER C	
INSURER D	
INSURER E	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	41LX04783312	05/16/08	05/16/09	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMP/OP AGG \$ 3000000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	4282066800	05/16/08	05/16/09	COMBINED SINGLE LIMIT (EA accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE EA EMPLOYEE \$ E L DISEASE POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 solicitation #P09-0042. The City of Peoria, its agents, representatives, officers, directors, officials & employees are an additional insured per the attached endorsement. \*10 days cancellation for non payment.

### CERTIFICATE HOLDER

### CANCELLATION

CITYP10  
 City of Peoria  
 Materials Management  
 Procurement  
 8314 W Cinnabar Ave  
 Peoria AZ 85345-6560

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*Karen Kaplan*

POLICY NUMBER.

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

**"Any person or organization required to be named as an additional insured under an "insured contract" and evidenced by certificate of insurance on file with the company."**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



## Certificate of Insurance

**Certificate Mailed To:**

CITY OF PEORIA  
8314 W CINNABAR AVE  
PEORIA AZ 85345

**Name of Insured:**

INVADER PEST MANAGEMENT INC  
PO Box 939  
Glendale AZ 85311

Date Issued 04/14/2009  
Certificate Number: 69  
Policy Number. 283080  
Origin Date. 10/17/1996  
Expiration Date. 10/01/2009  
Liability Limits 1000/1000/1000  
(000 Omitted)

**Proof of Coverage**

PEST CONTROL @ VARIOUS AZ LOCATIONS

**Job Number:****Location:**

It is agreed that waiver of subrogation is effective only as respects to the above Certificate Holder for the project described herein. This agreement shall not operate directly or indirectly to benefit any other person or organization.

Should the above policy be canceled by the SCF ARIZONA before the expiration date thereof, the SCF ARIZONA will endeavor to mail 30 days written notice to the above named Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the SCF ARIZONA.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed hereon. This is to certify a workers' compensation policy has been issued to the insured listed hereon and is in force for the period referenced.

**Certificate Issued To:**

City Of Peoria  
8314 W Cinnabar Ave  
Peoria AZ 85345

A handwritten signature in black ink, appearing to read 'Robert Schry', is written over a horizontal line.

Authorized Representative



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560

Phone (623) 773-7115

Fax (623) 773-7118

#### 1 PREPARATION OF PROPOSAL

- a All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e Periods of time, stated as a number of days, shall be calendar days.
- f It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2 **INQUIRIES** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3 **PROSPECTIVE OFFERORS CONFERENCE** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4 **LATE PROPOSALS** Late Proposals will not be considered, except as provided by the *City of Peoria Procurement Code*. A vendor submitting a late proposal shall be so notified.

5 **WITHDRAWAL OF PROPOSAL** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6 **AMENDMENT OF PROPOSAL** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7 **PAYMENT** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8 **NEW** All items shall be new, unless otherwise stated in the specifications.

9 **DISCOUNTS** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10 **TAXES** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11 **VENDOR REGISTRATION** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

#### 12 AWARD OF CONTRACT

a Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

b Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to

- (1) Waive any immaterial defect or informality or
- (2) Reject any or all proposals, or portions thereof, or
- (3) Reissue a *Request For Proposal*

c A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone (623) 773-7115  
Fax (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies
  - a The submission of the offer did not involve collusion or other anti-competitive practices
  - b The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456
  - c The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989 In addition, if this agreement pertains to construction, Contractor must also comply with A R S § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A R S § 34-302, as amended (Residence Requirements for Employees)

Under the provisions of A R S § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A R S § 23-214(A) (hereinafter, "Contractor Immigration Warranty")

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty Contractor agrees to assist the City in regard to any random verifications performed

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A R S § 23-214(A)

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who



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provide services under this agreement or any subcontract "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor Services include construction or maintenance of any structure, building or transportation facility or improvement to real property

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona

This contract is subject to the provisions of ARS §38-511, the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract

- 4 **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code
- 5 **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer The Solicitation shall govern in all other matters not affected by the written contract
- 6 **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor
- 7 **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this Solicitation or any resultant contract
- 8 **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction
- 9 **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application
- 10 **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any



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Procurement**  
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- 11 **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
- 12 **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
- 13 **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
- 14 **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
- 15 **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 16 **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
- 17 **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without



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its fault or negligence Without limiting the foregoing, force majeure includes acts of God acts of the public enemy, war, acts of terror, hate crimes affecting public order, riots, strikes, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority, events or obstacles resulting from a governmental authority's response to the foregoing, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract

Force majeure shall not include the following occurrences

- a Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences
- b Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract

- 18 **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract
- 19 **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above
- 20 **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded
- 21 **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties Additional warranty requirements may be set forth in the solicitation
- 22 **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor If so returned, all costs are the responsibility of the Contractor The City may elect to do any or all



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- a Waive the non-conformance
- b Stop the work immediately
- c Bring material into compliance

This shall be accomplished by a written determination for the City

- 23 **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract
- 24 **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole
- 25 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole
- 26 **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials
- 27 **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City
- 28 **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract
- 29 **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City
- 30 **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications
- 31 **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner
- 32 **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction
- 33 **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City



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Peoria, Arizona 85345-6560

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Fax (623) 773-7118

- 34 **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203)
- 35 **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
- 36 **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number P09-0042

Materials Management  
Procurement  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone (623) 773-7115  
Fax (623) 773-7118

- 1 **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Pest Control Services
- 2 **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor
- 3 **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date
- 4 **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria
- 5 **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract, the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement  
  
Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others
- 6 **Contract Type:** Fixed Price Term Indefinite Quantity
- 7 **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein
- 8 **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months
- 9 **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services
- 10 **Pre-Proposal Conference:** A conference will be held at the Municipal Office Complex, Materials Management Division

**ADDRESS:** Development & Community Services Building  
9875 N 85<sup>th</sup> Avenue  
Peoria, Arizona 85345  
Point of View Conference Room, 1<sup>st</sup> Floor – North of Front Entrance

**DATE:** January 20, 2009

**TIME:** 10 00 a m., MST



## SPECIAL TERMS AND CONDITIONS

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### Materials Management Procurement

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The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.

**11. Submittal Requirements:** Proposal Submittal & Content Requirements are outlined in detail on Pages 19 - 20

**12. Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance:

- a Firm & Staff Experience,
- b Similar Work Experience,
- c Cost Proposal,
- d Conformance to Request for Proposal

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

**13. Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

**14. Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firm's Project/Team Manager's presence may also be requested (by the City) at the interview.

**15. Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ**. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

**16. Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.

**17. Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.

**18. Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current AM Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted, failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.



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The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds

### 19 Required Insurance Coverage:

#### a Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc's Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance

#### b Automobile Liability



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Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc Policy Form CA 00011293, or any replacements thereof) Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c **Workers' Compensation**

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d **Professional Liability**

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

20 **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

21 **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

22 **Independent Contractor:**

a **General**

i The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.

ii Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.



## SPECIAL TERMS AND CONDITIONS

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### b Liability

- i The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts
- ii To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph

### c Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA) Any such fringe benefits shall be the sole responsibility of Contractor

- 23 **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract The Contractor must agree to assign specific individuals to the key positions

- a The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City
- b If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications

- 24 **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City and other agencies participating The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation, however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired

No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor

- 25 **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies The actual utilization of any contract will be at the sole discretion of the City The fact that the City may make multiple awards should be taken into consideration by each potential contractor



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**26 Confidential Information:**

- a If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified
- b The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination
- c The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld
- d If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination

**27 Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

**28 Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

**29 Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

**30 Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

**31 Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a The contractor provides material that does not meet the specifications of the contract,
- b The contractor fails to adequately perform the services set forth in the specifications of the contract,



## SPECIAL TERMS AND CONDITIONS

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- c The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract,
- d The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract



## REVISED SPECIFICATIONS

Solicitation Number: P09-0042

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone (623) 773-7115  
Fax (623) 773-7118

### I. SCOPE OF SERVICE:

The City of Peoria is soliciting bids to provide bi-weekly, monthly, quarterly and as needed pest control services required for the control of the pests identified and pests that occur at various times of the year

### II. REQUIREMENTS.

- A Contractor shall have current certification classification for General Pest Control and other classifications based on practice in the industry established by the commission in its rules Contractor will maintain all required endorsements required by the commission
- B Contractor shall provide pest control service to the known locations, as required by the department, to maintain control of pests at all locations
- C Contractor will follow all city, state and federal regulations when servicing facilities which contain food and kitchen environments
- D All products used shall be approved by EPA and the State of Arizona Office of Pest Management (OPM)
- E All aquatic pest control products used be "Vectobac G" or comparable brand in compliance with all EPA requirements and the State of Arizona Office of Pest Management
- F Contractor must provide a complete Label and MSDS Book and Log Book to keep on site
- G Contractor will provide services at no charge, if needed, in between scheduled visits (call backs)
- H Response time for on-call services shall be within 24 hours of contact
- I Services to include pest control of at least the following  
Mosquitoes, Midge flies, Spiders, Roaches, Ants, Scorpions, Bees, Wasp, Cricket, Silverfish, and Mice
- J Contractor shall provide services during normal business hours Monday through Friday, 8 00 a m to 5 00 p m unless otherwise requested

Rio Vista Recreation Center - Interior service shall be scheduled and completed prior to Public access Monday through Friday beginning at 6 00 a m

Water Treatment & Reclamation Facilities – Service shall be performed during the business hours of 7 00 a m – 3 00 p m

Community Center Campus and Sunrise Family Center – Service shall be scheduled and performed on Fridays

### III. PEST CONTROL SERVICE LEVELS AND LOCATIONS:

Level 1 – mosquitoes, midge flies, spiders, roaches, ants, silverfish, scorpions

Level 2 – mosquitoes, midge flies

*\*\*Additional service may be required during specific time periods*

#### Locations

Beardsley Water Reclamation Facility, 19980 N 111<sup>th</sup> Ave

- Operations Building, *quarterly service, level 1, interior*



## REVISED SPECIFICATIONS

Solicitation Number: **P09-0042**

### Materials Management Procurement

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- Old lab Building, *quarterly service, level 1, interior*
- Equipment Buildings (2), *as needed, level 1, interior*
- Filter Basins (3), *as needed, level 2, exterior*
- Infiltration Beds (9), *as needed, level 2, exterior*
- All standing water, *as needed, level 2*

#### Butler Drive Water Reclamation Facility, 8660 N 79<sup>th</sup> Ave

- Operations Building, *quarterly, level 1, interior*
- Equipment Buildings (2), *as needed, level 1, interior*
- Filter Basin Area, *as needed, level 2, exterior*
- Pipe Gallery Area, *as needed, level 2, exterior*
  - All standing water, *as needed, level 2*

#### Butler Influent Pump Station, 9976 W Northern

- Equipment Building (1), *as needed, level 1, interior*
- All standing water, *as needed, level 2*

#### Greenway Water Treatment Plant, 7300 W Greenway Rd

- Operations Building, *as needed, level 1, interior*
- Equipment Buildings (5), *as needed, level 1, interior*
- All standing water, *as needed, level 2*

#### Jomax Water Reclamation Facility, 12483 W Jomax Rd

- Operations Building #1, *monthly, level 1, interior*
- Head Works Building (2 floors), *as needed, level 1, interior*
- Blower Building, *as needed, level 1, interior*
- Solids Building, *as needed, level 1, interior*
- Shed #1, *as needed, level 1, exterior*
- Shed #2, *as needed, level 1, exterior*
- Filter Basins (3), *as needed, level 2, exterior*
- All standing water, *as needed, level 2*

#### Quintero Water Treatment Plant & Water Reclamation Facility, 16194 W Iron Age Dr

- Operations Building, *quarterly, level 1, interior*
- Equipment Buildings (2), *as needed, level 1, interior*
- All standing water, *as needed, level 2*

#### City Hall Campus, 8401 W Monroe

- City Hall, *as needed, level 1, interior*
- Library, *as needed, level 1, interior*
- Council Chamber, *as needed, level 1, interior*
- Technology Center, *as needed, level 1, interior*
- City Hall Annex (modulars), *as needed, level 1, interior*

Development & Community Services Building, 9875 N 85<sup>th</sup> Ave, *as needed, level 1, interior*

Peoria Community Center Campus, 8335 W Jefferson

*\*\*Service to be scheduled and performed on Fridays*



## REVISED SPECIFICATIONS

Solicitation Number: P09-0042

### Materials Management Procurement

8314 West Cinnabar Avenue  
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- Community Center, bi-weekly, level 1, interior
- Community Center Annex, bi-weekly, level 1, interior
- Womens Club, as needed, level 1, interior

City Court - Courthouse, 10100 N 83<sup>rd</sup> Avenue, *as needed, level 1, interior*

Public Safety Administration Building (PSAB), 8353 W Cinnabar, *as needed, level 1, interior*

#### Peona Fire Stations

- Fire Station 191, 8065 W Peona Ave , *monthly, level 1, interior*
- Fire Station 192, 18500 N 89<sup>th</sup> Ave , *monthly, level 1, interior*
- Fire Station 193, 8330 W Emile Zola, *monthly, level 1, interior*
- Fire Station, 194, 9800 W Olive Ave , *monthly, level 1, interior*
- Fire Station, 195, 23100 N Lake Pleasant Rd , *monthly, level 1, interior*
- Fire Station 196, 28251 N El Mirage Rd , *monthly, level 1, interior*
- Fire Station 197, 7758 W Jomax Rd , *monthly, level 1, interior*
- Fire Station 199, 40202 N 87<sup>th</sup> Ave , *monthly, level 1, interior*

#### Municipal Operations Complex, 8850 N 79<sup>th</sup> Ave

- MOC, *as needed, level 1, interior*
- Warehouse, *as needed, level 1, interior*
- Facilities & Parks, *as needed, level 1, interior*
- Fleet, *as needed, level 1, interior*
- Fleet Sheds, *as needed, level 1, interior*

Rio Vista Recreation Center, 8866-A W Thunderbird Rd , *monthly, level 1, interior & exterior*

Sunrise Family Center, 21303 N 86<sup>th</sup> Dr , *bi-weekly, level 1, interior*

*\*\*Service to be scheduled and performed on Fridays*

#### IV. MATERIAL:

Vectobac G biological larvicide is a highly selective insecticide for control of most species of mosquito larvae. Activity against mosquito larvae is dependent upon the delta-endotoxin crystal and is well suited for integrated pest management control programs and environmentally sensitive areas. Toxicity testing has not indicated any harmful effect on mammals (and, by analogy, humans), birds, fish, or aquatic invertebrate predators and parasites. The rapid rate of kill, typically within 24 hours, is in harmony with the inspection and evaluation programs used by most mosquito control operators.



## REVISED SUBMITTAL REQUIREMENTS

Solicitation Number P09-0042

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560

Phone (623) 773-7115

Fax (623) 773-7118

### I. PROPOSAL FORMAT:

Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as specified in the Request for Proposal

### II. PROPOSAL CONTENT: The following items shall be addressed in the proposal submission

#### A Overall Experience

- Firm & Staff Experience – Provide information about your firm, number of employees staffed and staff experience List all licenses, certifications or specialized training (e g Aquatic Pest Control, Commercial, Resident, etc )
- Experience with Similar Work - Provide information or list of similar work projects completed Include projects where service was required around or included water areas

#### B Cost Proposal – Offeror shall complete the Price Sheet on Page 21 - 24

- Provide a price schedule for Specialized Services which your firm may provide (e g termites, bees, wasps, mice, rats, gophers, prairie dogs, scorpions, snakes, birds, standing water and miscellaneous)
- Provide a price schedule for Special Rates (e g emergency, weekend and holiday)
- Provide warranty information on services to be provided within the Scope of Service and for Specialty Services

#### C References – Minimum of three (3) owner references for similar service Complete Page 25

#### D Conformance to Request for Proposal – Failure to provide all requested information may result in Vendor's proposal being rejected as non-responsive

#### E Exceptions – Any exceptions to the Request for Proposal must be clearly noted and identified on Page 26

### III. EVALUATION CRITERIA

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below The evaluation factors are listed in their relative order of importance

- A Firm & Staff Experience
- B Similar Work Experience
- C Cost Proposal
- D Conformance to Request for Proposal



# REVISED SUBMITTAL REQUIREMENTS

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The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations

## IV. PRICE SHEET INSTRUCTIONS

Complete Price Sheets (Page 21 - 24) per specifications

## V. ~~PRE PROPOSAL MEETING/WALK THROUGH & SITE VISIT SCHEDULE:~~

~~A pre proposal meeting will be held at the Development and Community Services Building located at 9875 N. 85<sup>th</sup> Avenue, Peoria, AZ 85345 in the Point of View Conference Room. An opportunity to tour the grounds and other sites will be provided as listed below. This will be the only opportunity for potential offerors to visit the sites. No individual appointments will be granted.~~

~~Tuesday, January 20<sup>th</sup> immediately following the pre proposal meeting.~~

<del>Development &amp; Comm Services Bld</del>	<del>11 05</del>	<del>11 25 p m</del>
<del>City Hall Campus</del>	<del>11 30</del>	<del>12 30 p m</del>
<del>Public Safety Administration Building</del>	<del>12 35</del>	<del>01 05 p m</del>
<del>Peoria Community Center</del>	<del>01 20</del>	<del>01 50 p m</del>
<del>Fire Station 101</del>	<del>02 00</del>	<del>02 15 p m</del>
<del>Municipal Operations Center</del>	<del>02 30</del>	<del>03 15 p m</del>

~~Wednesday, January 21<sup>st</sup> as follows:~~

<del>Greenway Water Treatment Plant</del>	<del>07 30</del>	<del>08 00 a m</del>
<del>Butler Water Reclamation Facility</del>	<del>08 30</del>	<del>09 00 a m</del>
<del>Butler Influent Pump Station</del>	<del>09 30</del>	<del>10 00 a m</del>
<del>Beardsley Water Reclamation Facility</del>	<del>10 30</del>	<del>11 00 a m</del>
<del>Jemax Water Reclamation Facility</del>	<del>11 30</del>	<del>12 00 p m</del>
<del>Quintero Water Treatment Plant</del>	<del>01 00</del>	<del>01 30 p m</del>
<del>Rio Vista Recreation Center</del>	<del>04 00</del>	<del>04 30 p m</del>

~~\*\*The above events have already occurred~~

## VI. PROPOSAL SUBMITTAL AND CONTACT INFORMATION

Proposals are due no later than 5 00 p m on ~~January 28, 2009~~ **\*\* The due date has been extended to February 5, 2009 by 5:00 p.m.** Proposals shall be submitted in one (1) original and three (3) copies and shall be delivered to



**REVISED SUBMITTAL  
REQUIREMENTS**

Solicitation Number: P09-0042

**Materials Management  
Procurement**

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560

Phone (623) 773-7115

Fax (623) 773-7118

City of Peoria  
Materials Management  
8314 West Cinnabar  
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package

All questions regarding this RFP should be directed to Terry Andersen, Procurement Specialist at (623) 773-7981 or E-mail [Teresa.Andersen@peoriaaz.gov](mailto:Teresa.Andersen@peoriaaz.gov)

**Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.**



# REVISED PRICE SHEET

Solicitation Number: P09-0042

Materials Management  
Procurement  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone (623) 773-7115  
Fax (623) 773-7118

Item	Description of material and/or services	Qty	Annual	Unit Price	Extended Price
	<b>Service rate, per specifications. Pricing to be all inclusive (trip charge, chemical cost, supplies, hourly rate, equipment, etc.)</b>				
<b>1.</b>	<b>Beardsley Water Reclamation Facility</b>				
a.	Operations Building	4	QTR	\$ <u>43.70</u>	\$ <u>174.80</u>
b.	Old Lab Building	4	QTR	\$ <u>35.00</u>	\$ <u>140.00</u>
c.	Equipment Buildings (2)	1	AS NEEDED	\$ <u>53.00</u>	
d.	Filter Basin (3)	1	AS NEEDED	\$ <u>48.00</u>	
e.	Infiltration Beds (9)	1	AS NEEDED	\$ <u>875.00</u>	
<b>2.</b>	<b>Butler Drive Water Reclamation Facility</b>				
a.	Operations Building	4	QTR	\$ <u>40.80</u>	\$ <u>163.20</u>
b.	Equipment Buildings (2)	1	AS NEEDED	\$ <u>78.00</u>	
c.	Filter Basin Area	1	AS NEEDED	\$ <u>35.00</u>	
d.	Pipe Gallery Area	1	AS NEEDED	\$ <u>35.00</u>	
<b>3.</b>	<b>Butler Influent Pump Station</b>				
a.	Equipment Building (1)	1	AS NEEDED	\$ <u>35.00</u>	
<b>4.</b>	<b>Greenway Water Treatment Plant</b>				
a.	Operations Building	1	AS NEEDED	\$ <u>68.00</u>	
b.	Equipment Buildings (5)	1	AS NEEDED	\$ <u>94.00</u>	



# REVISED PRICE SHEET

Solicitation Number: P09-0042

Materials Management  
Procurement  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone (623) 773-7115  
Fax (623) 773-7118

Item	Description of material and/or services	Qty	Annual	Unit Price	Extended Price
	<b>Service rate, per specifications. Pricing to be all inclusive (trip charge, chemical cost, supplies, hourly rate, equipment, etc.)</b>				
<b>5.</b>	<b>Jomax Water Reclamation Facility</b>				
a.	Operations Building #1	12	MO AS	\$ <u>35.00</u>	\$ <u>420.00</u>
b.	Head Works Building (2 floors)	1	NEEDED AS	\$ <u>35.00</u>	
c.	Blower Building	1	NEEDED AS	\$ <u>35.00</u>	
d.	Solids Building	1	NEEDED AS	\$ <u>50.00</u>	
e.	Shed #1	1	NEEDED AS	\$ <u>35.00</u>	
f.	Shed #2	1	NEEDED AS	\$ <u>35.00</u>	
g.	Filter Basins (3)	1	NEEDED AS	\$ <u>35.00</u>	
<b>6.</b>	<b>Quintero Water Treatment Plant &amp; Water Reclamation Facility</b>				
a.	Operations Building	4	QTR AS	\$ <u>35.00</u>	\$ <u>140.00</u>
b.	Equipment Buildings (2)	1	NEEDED AS	\$ <u>64.00</u>	
<b>7.</b>	<b>City Hall Campus</b>				
a.	City Hall	1	AS NEEDED	\$ <u>325.00</u>	
a.	Library	1	AS NEEDED	\$ <u>195.00</u>	
b.	Library, exterior only	1	AS NEEDED	\$ <u>35.00</u>	
c.	Council Chamber	1	AS NEEDED	\$ <u>42.00</u>	
d.	Council Chamber, exterior only	1	AS NEEDED	\$ <u>35.00</u>	



# REVISED PRICE SHEET

Solicitation Number: P09-0042

Materials Management  
Procurement  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone (623) 773-7115  
Fax (623) 773-7118

Item	Description of material and/or services	Qty	Annual	Unit Price	Extended Price
	<b>Service rate, per specifications. Pricing to be all inclusive (trip charge, chemical cost, supplies, hourly rate, equipment, etc.)</b>				
e	Technology Center	1	AS NEEDED	\$ <u>100.00</u>	
f	Technology Center, exterior only	1	AS NEEDED	\$ <u>35.00</u>	
g	City Hall Annex	1	AS NEEDED	\$ <u>50.00</u>	
h	City Hall Annex, exterior only	1	AS NEEDED	\$ <u>35.00</u>	
8.	<b>Development &amp; Community Services Building</b>	1	AS NEEDED	\$ <u>315.00</u>	
a	Development & Community Services Building, exterior only	1	AS NEEDED	\$ <u>35.00</u>	
9.	<b>Peoria Community Center</b>	24	BI- WKLY	\$ <u>35.00</u>	\$ <u>840.00</u>
a.	Peoria Community Center, exterior only	1	AS NEEDED	\$ <u>35.00</u>	
b	Community Center Annex	24	BI- WKLY	\$ <u>35.00</u>	\$ <u>840.00</u>
c	Community Center Annex, exterior only	1	AS NEEDED	\$ <u>35.00</u>	
d	Womens Club	1	AS NEEDED	\$ <u>35.00</u>	
e	Womens Club, exterior only	1	AS NEEDED	\$ <u>35.00</u>	
10.	<b>City Court – Courthouse</b>	1	AS NEEDED	\$ <u>100.00</u>	
a	City Court – Courthouse, exterior only	1	AS NEEDED	\$ <u>35.00</u>	
11.	<b>Public Safety Administration Building (PSAB)</b>	1	AS NEEDED	\$ <u>470.00</u>	
a	Public Safety Administration Building (PSAB), exterior only	1	AS NEEDED	\$ <u>35.00</u>	



# REVISED PRICE SHEET

Solicitation Number: P09-0042

Materials Management  
Procurement  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone (623) 773-7115  
Fax (623) 773-7118

Item	Description of material and/or services	Qty	Annual	Unit Price	Extended Price
	<b>Service rate, per specifications. Pricing to be all inclusive (trip charge, chemical cost, supplies, hourly rate, equipment, etc.)</b>				
12.	<b>Fire Station 191</b>	12	MO	\$ <u>37.50</u>	\$ <u>450.00</u>
a	Fire Station 191, exterior only	1	AS NEEDED	\$ <u>30.00</u>	
13.	<b>Fire Station 192</b>	12	MO	\$ <u>37.50</u>	\$ <u>450.00</u>
a	Fire Station 192, exterior only	1	AS NEEDED	\$ <u>30.00</u>	
14.	<b>Fire Station 193</b>	12	MO	\$ <u>37.50</u>	\$ <u>450.00</u>
a	Fire Station 193, exterior only	1	AS NEEDED	\$ <u>30.00</u>	
15.	<b>Fire Station 194</b>	12	MO	\$ <u>37.50</u>	\$ <u>450.00</u>
a	Fire Station 194, exterior only	1	AS NEEDED	\$ <u>30.00</u>	
16.	<b>Fire Station 195</b>	12	MO	\$ <u>37.50</u>	\$ <u>450.00</u>
a	Fire Station 195, exterior only	1	AS NEEDED	\$ <u>35.00</u>	
17.	<b>Fire Station 196</b>	12	MO	\$ <u>37.50</u>	\$ <u>450.00</u>
a	Fire Station 196, exterior only	1	AS NEEDED	\$ <u>35.00</u>	
18.	<b>Fire Station 197</b>	12	MO	\$ <u>37.50</u>	\$ <u>450.00</u>
a	Fire Station 197, exterior only	1	AS NEEDED	\$ <u>35.00</u>	
19.	<b>Fire Station 199</b>	12	MO	\$ <u>42.50</u>	\$ <u>510.00</u>
a	Fire Station 199, exterior only	1	AS NEEDED	\$ <u>40.00</u>	



<b><u>CITY OF PEORIA - PEST CONTROL SERVICE SQ. FT ESTIMATES</u></b>		
<b><u>Facility</u></b>	<b><u>Location</u></b>	<b><u>Estimate Sq Ft</u></b>
<b><u>Beardsley Water Reclamation Facility - 19980 N. 111th Ave</u></b>		
	Operations Building	17,471
	Old Lab Building	2,022
	Equipment Buildings (2)	10,733
	Filter Basin (3) fogging	7,926
	Infiltration Beds (9) fogging	610,352
<b><u>Bulter Drive Water Reclamation Facility - 8660 N. 79th Ave</u></b>		
	Operations Building	16,305
	Equipment Buildings (2)	15,710
	Filter Basin Area	6,654
	Pipe Gallery Area	
<b><u>Butler Influent Pump Station (IPS) - 9976 W. Northern</u></b>		
	Equipment Building (1)	5,137
<b><u>Greenway Water Treatment Plant - 7300 W. Greenway Rd</u></b>		
	Operations Building	13,654
	Equipment Buildings (5)	18,831
<b><u>Jomax Water Reclamation Facility - 12483 W. Jomax Rd</u></b>		
	Operations Building # 1	1,440
	Operations Building # 2 (to be completed by 7/1/09)	1,440
	Head Works Bldg (2 Floors)	1,837
	Blower Bldg	2,472
	Solids Bldg	10,174
	Shed # 1	126
	Shed # 2	208
	Filter Basins (3)	3,703
<b><u>Quintero Water Treatment Plant &amp; Reclamation Facility - 16194 W Iron Age Dr</u></b>		
	Operations Building	6,217
	Equipment Buildings (2)	12,900
<b><u>City Hall Campus - 8401 W. Monroe St</u></b>		
	City Hall	65,000
	Technology Center (IT)	20,000
	Council Chamber	8,500
	Library	39,000
	City Hall Annex - modular building(s)	10,000
<b><u>Development &amp; Community Services Building - 9875 N 85th Ave</u></b>		
		75,000
<b><u>Peoria Community Center - 8335 W. Jefferson</u></b>		
	Community Center	9,820
	Community Center Annex	2,000
	Women Club	2,400
<b><u>City Court - 10100 N. 83rd Avenue</u></b>		
		20,000

**CITY OF PEORIA - PEST CONTROL SERVICE SQ. FT. ESTIMATES**

<b><i>Public Safety Administration Building - 8353 W. Cinnabar</i></b>		<b>94,000</b>
<b><i>Peoria Fire Stations</i></b>		
Fire # 191 - 8065 W Peoria Ave		11,930
Fire # 192 - 18500 N 89th Ave		5,452
Fire # 193 - 8330 W Emile Zola		8,500
Fire # 194 - 9800 W Olive Ave		7,800
Fire # 195 - 23100 N Lake Pleasant Rd		10,000
Fire # 196 - 28251 N El Mirage Rd		9,087
Fire # 197 - 7758 W Jomax Rd		10,000
Fire # 199 (Modular) - 40202 N 87th Ave		1,440
<b><i>Municipal Operations Complex - 8850 N. 79th Ave</i></b>		
MOC		35,000
Warehouse		15,000
Facilities & Parks		5,000
Fleet		9,600
<b><i>Rio Vista Recreation Center - 8866-A W. Thunderbird Rd</i></b>		<b>52,770</b>
<b><i>Sunrise Family Center - 21303 N. 86th Dr</i></b>		<b>2,500</b>



# QUESTIONNAIRE

Materials Management  
Procurement  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone (623) 773-7115  
Fax (623) 773-7118

Solicitation Number: P09-0042

Please list a minimum of three (3) Owner references for projects of similar scope whom the Materials Management Division may contact:

- 1 Company: Vestar Development  
Contact: Jim Brennen  
Address: 2425 E. Camelback Rd.  
Phoenix, AZ 85016  
Phone: 480-513-7586
  
2. Company: JP Morgan Chase Sky Harbor Operations Center  
Contact: Julie Grise  
Address: 1820 E. Sky Harbor Circle South  
Phoenix, AZ 85034  
Phone: 602-794-0761
  
3. Company: The Leona Group  
Contact: Brian Bailey  
Address: 1313 E. Osborn Rd. Ste. 150  
Phoenix, AZ 85020  
Phone: 602-953-2933



## QUESTIONNAIRE

Solicitation Number: P09-0042

**Materials Management  
Procurement**  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone (623) 773-7115  
Fax (623) 773-7118

Offerors are to indicate below any exceptions they have taken to the Terms and Conditions or Scope of Work:

*None*



## QUESTIONNAIRE

Solicitation Number: P09-0042

**Materials Management  
Procurement**  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone (623) 773-7115  
Fax (623) 773-7118

**Attach a copy of your Business License**

Janet Napolitano  
Governor

STATE OF ARIZONA

Jack D. Root, BC  
Executive Director

**Structural Pest Control Commission**

9535 E. Doubletree Ranch Road Scottsdale, Arizona 85258-5514

(602)255-3664 Phone (602)255-1281 fax

<http://www.sb.state.az.us>

**BUSINESS LICENSE**

**Non-Transferable**

**INVADER PEST MANAGEMENT**  
Business License number 5262

Has been licensed since 06/09/1995, and is authorized to provide pest management services in Arizona for the year 2008, as long as the business has a current and "valid" Active or Temporary Qualifying Party Licensee and the required financial responsibility, according to the Structural Pest Control Commission's laws and rules

This license must be renewed by December 1st of each year, and expires on December 31st of each year. For any inquiries regarding this license please visit the Structural Pest Control Commission website at [www.sb.state.az.us](http://www.sb.state.az.us) or contact the Structural Pest Control Commission

Printed: 11/28/2007

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Printed By: 5262

**Non-Transferable**

STATE OF ARIZONA

Printed: 11/28/2007

**Structural Pest Control Commission**

Printed By: 1710

9535 E. Doubletree Ranch Rd.

(602)255-3664

[www.sb.state.az.us](http://www.sb.state.az.us)

License No: 1710



**Qualifying Party License**

Licensed Categories	Expires	Status
B1 - General PC/Public Health	12/31/2008	Active
B2 - Wood Destroying (Treat)	12/31/2008	Active
B3 - Right Of Way/Weeds	12/31/2008	Active
B5 - Turf & Ornamentals	12/31/2008	Active
B8 - Wood Destroying (Inspect)	12/31/2008	Active

**ISSUED TO**

1000002991  
FRED A. WILLEY, III  
4621 W. MONTE CRISTO AVE  
GLENDALE, AZ 85306

This license **MUST** be renewed by December 1 of each year, and shall expire on December 31 of each year.

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## QUESTIONNAIRE

Solicitation Number: P09-0042

**Materials Management  
Procurement**  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone. (623) 773-7115  
Fax (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes \_\_\_\_\_, No  \_\_\_\_\_.

If yes, please provide details and documentation of the certification.



# SOLICITATION AMENDMENT

## Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Telephone (623) 773-7115  
Fax (623) 773-7118

Solicitation No P09-0042  
Description Pest Control Services  
Amendment No One (1)  
Solicitation Due Date February 5, 2009  
Solicitation Due Time 5 00 PM

Buyer: Terry Andersen

**A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time**

- 1 Solicitation due date for Pest Control Services has been **extended to February 5, 2009.**
- 2 Revised Price Sheet and pre-proposal meeting questions and answers to be issued in an amendment by early next week

*All other provisions of this Solicitation shall remain in their entirety*

Vendor hereby acknowledges receipt and agreement with the amendment

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

The above referenced Solicitation Amendment is hereby Executed

January 22, 2009

at Peoria, Arizona

Terry Andersen, CPPB  
Procurement Specialist



# SOLICITATION AMENDMENT

## Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Telephone (623) 773-7115  
Fax: (623) 773-7118

Solicitation No P09-0042  
Description Pest Control Services  
Amendment No Two (2)  
Solicitation Due Date February 5, 2009  
Solicitation Due Time 5 00 PM

Buyer: Terry Andersen

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The Pest Control Services Solicitation P09-0042 is hereby amended as follows:

- 1 Special Terms and Conditions, Page 15 add the following paragraph as 32
  - 32 **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City Any price adjustment will be effective upon the effective date of the contract extension
- 2 Special Terms and Conditions, Page 15 add the following paragraph as 33
  - 33 **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice
- 3 The attached REVISED SPECIFICATIONS hereby replaces Pages 16-18 of the previous Specifications
- 4 The attached REVISED SUBMITTAL REQUIREMENTS hereby replaces Pages 19-20 of the previous Submittal Requirements
- 5 The attached REVISED PRICE SHEETS hereby replaces Pages 21-24 of the previous Price Sheets Please use the revised price sheets for bid submittal

All other provisions of this Solicitation shall remain in their entirety

Vendor hereby acknowledges receipt and agreement with the amendment.

Wally Shores      2/3/09  
Signature                      Date

Wally Shores - Sales Manager  
Typed Name and Title

Invader Pest Management  
Company Name

P.O. Box 939, 6087 N. 57<sup>th</sup> D.  
Glendale, AZ 85311  
Address

Glendale      AZ      85311  
City                      State                      Zip

The above referenced Solicitation Amendment is hereby Executed

January 22, 2009

at Peoria, Arizona

Terry Andersen  
Terry Andersen, CPPB  
Procurement Specialist



# SOLICITATION AMENDMENT

**Materials Management  
Procurement**  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Telephone (623) 773-7115  
Fax (623) 773-7118

Solicitation No P09-0042  
Description: Pest Control Services  
Amendment No Two (2)  
Solicitation Due Date February 5, 2009  
Solicitation Due Time 5 00 PM

**Buyer: Terry Andersen**

**A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.**

6 The attached Pest Control Services Sq Ft Estimates provides estimated building square footage

7 As a result of the pre-bid meeting held on January 20, 2009, the following questions were presented and answers are being provided to clarify the City's position

Q 1 Does the City require Vectobac G to be used or can a comparable brand be used?

A.1 A comparable brand can be used as long as the product is in compliance with all EPA requirements and the Arizona Office of Pest Management.

Q 2 Will City personnel be at the Fire Station when the station is scheduled for service?

A.2 Yes. Fire Stations will have a person on site for scheduled pest control service days. Special access is not needed.

Q3 Will the City provide clarification on call backs or re-application service?

A3. There will be no charge to the City for a call back or re-application within the warranty period of the original service date. A call back outside of the warranty window will be considered as a new service call and to be charged accordingly.

Q4 Will the Contractor be responsible for paying additional costs for limited background checks, finger printing, etc in order to be granted special access to secured areas?

A4. At this time, it is not the intent to grant special access to perform pest control services. Services needed in secured or locked areas will be by escort only.

*All other provisions of this Solicitation shall remain in their entirety*

Vendor hereby acknowledges receipt and agreement with the amendment.

*Wally Shores* \_\_\_\_\_ *2/3/09*  
Signature Date

*Wally Shores - Sales Manager*  
Typed Name and Title

*Invader Pest Management*  
Company Name

*P.O. Box 939 6087 N. 57<sup>th</sup> Dr.*  
Address

*Glendale* \_\_\_\_\_ *AZ* \_\_\_\_\_ *85311*  
City State Zip

The above referenced Solicitation Amendment is hereby Executed

January 22, 2009

at Peoria, Arizona

*Terry Andersen*

Terry Andersen, CPPB  
Procurement Specialist



# SOLICITATION AMENDMENT

**Materials Management  
Procurement**  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Telephone (623) 773-7115  
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Solicitation No P09-0042  
Description Pest Control Services  
Amendment No Two (2)  
Solicitation Due Date February 5, 2009  
Solicitation Due Time 5 00 PM

**Buyer: Terry Andersen**

**A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.**

- Q5 Is advance notification needed and required to be posted for spraying of any facilities?
- A5. Yes. Per DHS requested, the Community Center and the Sunrise Family Center are required to post notice of any pesticide application at least 72 hours in advance of the application.

All other provisions of this Solicitation shall remain in their entirety

Vendor hereby acknowledges receipt and agreement with the amendment.

Wally Shores      2/3/09  
Signature                      Date

Wally Shores - Sales Manager  
Typed Name and Title

Invader Pest Management  
Company Name

P.O. Box 939, 6087 N. 57<sup>th</sup> Dr.  
Address

Glendale                      AZ      85311  
City                                      State                      Zip

The above referenced Solicitation Amendment is hereby Executed

January 22, 2009

at Peoria, Arizona

Terry Andersen  
Terry Andersen, CPPB  
Procurement Specialist

	<b>SOLICITATION AMENDMENT</b>	<b>Materials Management Procurement</b> 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Telephone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation No: P09-0042 Description Pest Control Services Amendment No: Three (3) Solicitation Due Date: February 5, 2009 Solicitation Due Time: 5:00 PM	<b>Buyer: Terry Andersen</b>

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time

The Pest Control Services Solicitation P09-0042 is hereby amended as follows:

1. Revised Specifications, Section II. Requirements, Item I: remove Scorpions, Bees, Wasp and Mice.
2. Revised Specifications, Section III. Pest Control Service Levels and Locations, Level 1: remove mosquitoes and midge flies.

All other provisions of this Solicitation shall remain in their entirety

Vendor hereby acknowledges receipt and agreement with the amendment. <u>Wally Shores</u> <u>2/4/09</u> <small>Signature Date</small> <u>Wally Shores - Sales Manager</u> <small>Typed Name and Title</small> <u>Invader Pest Management</u> <small>Company Name</small> <u>P.O. Box 939, 1087 N. 57th</u> <small>Address</small>  <u>Glendale</u> <u>AZ</u> <u>85311</u> <small>City State Zip</small>	The above referenced Solicitation Amendment is hereby Executed  February 3, 2009  at Peoria, Arizona   Terry Andersen, CPPB Procurement Specialist
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	<b>SOLICITATION AMENDMENT</b>	<b>Materials Management Procurement</b> 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Telephone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation No: P09-0042 Description: Pest Control Services Amendment No: Four (4) Solicitation Due Date: February 5, 2009 Solicitation Due Time: 5:00 PM	<b>Buyer: Terry Andersen</b>

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The Pest Control Services Solicitation P09-0042 is hereby amended as follows:

1. Revised Specifications, Section III., Pest Control Service Levels and Locations, Level 1: remove scorpions; add crickets.

All other provisions of this Solicitation shall remain in their entirety.

<p>Vendor hereby acknowledges receipt and agreement with the amendment.</p> <p><u>Wally Shores</u>      <u>2/4/09</u>  <small>Signature                      Date</small></p> <p><u>Wally Shores - Sales Manager</u>  <small>Typed Name and Title</small></p> <p><u>Invader Pest Management</u>  <small>Company Name</small></p> <p><u>PO Box 939, 6087 N. 57<sup>th</sup> Dr.</u>  <small>Address</small></p> <p><u>Glendale</u>      <u>AZ</u>      <u>85311</u>  <small>City                      State                      Zip</small></p>	<p>The above referenced Solicitation Amendment is hereby Executed</p> <p style="text-align: center;">February 4, 2009</p> <p>at Peoria, Arizona</p> <p style="text-align: center;"><u>Terry Andersen</u>  <small>Terry Andersen, CPPB Procurement Specialist</small></p>
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## **Invader Pest Management**

### **A. Overall Experience – 11 employees**

#### **Fred Willey – Owner & President**

- Fred has over 20 years in the pest control industry, initially 5 years as a technician and then 15 years as an owner/operator.
- Past President of the Arizona Pest Professional Organization
- Past Secretary/Treasurer of Arizona Pest Management Association
- Past Treasurer of Arizona Pest Control Association
- Certified pest control license in the following categories:

B1 - General PC/Public Health

B2 - Wood Destroying (Treatment)

B3 - Right of Way/Weeds

B5 - Turf & Ornamentals

B8 - Wood Destroying (Inspection)

Qualifying Party License #1710

#### **Barb Willey – Owner & Vice President**

- Barb has over 15 yrs experience in accounts payable & receivables for Invader

#### **Neal Gross – Controller**

- Neal has over 15 yrs with Invader as our Controller

#### **Dee Dee Mora – Customer Service Rep**

- Dee Dee has over 3 yrs with Invader as a CSR

#### **Teresa Jones – Customer Service Rep.**

- \* Teresa has over 3 yrs with Invader as a CSR

#### **Wally Shores – Sales Manager**

- Wally has over 30 years involvement in all levels of pest control involving the greenhouse, production agriculture and animal health care industries
- Certified pest control license in the following categories

B1 - General PC/Public Health

B2 - Wood Destroying (Treatment)

B8 - Wood Destroying (Inspection)

**Technicians:**

**Tom Mitchell –**

B1 – General PC/Public Health

B4 - Fumigation

**Mike Pudwill**

B1 - General PC/Public Health

B2 - Wood Destroying (Treatment)

B3 - Right of Way/Weeds

B8 - Wood Destroying (Inspection)

**Steve Doyle**

B1- General PC/Public Health

B2 - Wood Destroying (Treatment)

**Brian Issac**

B1 - General PC/Public Health

B2 – Wood Destroying (Treatment)

**Craig Hansen**

B1 - General PC/Public Health

B2 - Wood Destroying (Treatment)

B8 - Wood Destroying (Inspection)

**B. Experience With Similar Work**

**Invader Pest Management provides Integrated Pest Management services in the areas of insects, weeds, rodents, pigeon exclusion and mosquito abatement for some of the higher profile properties in the valley. A few examples are as follows:**

**Vestar Development**

Desert Ridge Marketplace

Tempe Marketplace

Gilbert Crossing

**Shea Properties**

Vistancia Marketplace

91 Glendale

**CBRE – over 40 buildings serviced (LEEDS Certified Program)**

Phoenix Plaza

Maricopa County Planning Complex

Tempe One

**The Leona Group**

14 elementary and high school campuses



## **Press Release - For Immediate Release:**

### **Valley Pest Control Company Recognized by EPA's Environmental Stewardship Program**

**January 15, 2009  
Glendale, Arizona**

Invader Pest Management Company, located in Glendale and serving the greater Phoenix area since 1994 was recognized recently by the Environmental Protection Agency's Pesticide Environmental Stewardship Program, for its commitment to reducing the amount of pesticide risk in the environment. **Only a handful of companies nationwide have received this coveted recognition.**

While most other pest control companies are focused on getting rid of problem pests the same old way, with the same old standard pesticides, Invader Pest Management sees their primary role as a protector of the environment "We offer innovative, sound and environmentally responsible alternatives to standard pest control treatments," according to Fred Willey company president

The Company takes its environmental stewardship quite seriously, and has been moving toward a greener philosophy in its operations for a quite some time

Invader's commitment to preserving and protecting the environment runs throughout the company's service menu from termite control to pest management, from rodent control to weed control

All programs include Conducting thorough inspections, Making sanitation recommendations; Excluding pests before they enter; Using mechanical controls and glue boards; Using cultural controls, such as making recommendations like keeping tree limbs and shrubbery away from structures; Using biological controls, such as pheromones (scent attractants) and finally a comprehensive customer education and communication program.

Invader's commitment to preserving the environment doesn't end with their innovative treatment programs They are also personally dedicated to reducing paper use and paper recycling, participating in energy efficient programs -including increasing fuel efficiency through routing programs and the purchase of fuel efficient vehicles.

Invader Pest Management hopes that the example that they are setting, with their commitment to a healthier and greener earth, will encourage other companies to follow in their footsteps.

**To find out more about their environmentally responsible pest, termite and weed prevention programs, you can call (602) 249-7378 or visit our website [www.invaderpestmanagement.com](http://www.invaderpestmanagement.com)**

**For More Information Contact:**

Fred Willey President  
Invader Pest Management, Inc  
P O Box 939  
Glendale, Arizona 85311  
Phone: (602) 249-7378  
E-mail: [willey@invader.net](mailto:willey@invader.net)



September 11, 2008

To Whom It May Concern:

Please let me introduce myself.

My name is Harvey Goldglantz and I am a business and marketing consultant to the Pest Management Industry. I have worked in this capacity for the past thirty years.

I am including my biography with this letter, so that you may review my qualifications as an Industry expert.

In brief, my clients range in size from small pest management firms to companies with revenues in excess of thirty million dollars per year.

Fred Willey and Invader Pest Management have been clients of mine for the past eight years.

In my opinion, he is one of the smartest professionals in the Pest Management Industry in the US and I want to assure you that I have a reputation for not handing out complements lightly.

He is focused and conservative in his judgment, yet not afraid to make a move if he is convinced (after weighing all the pros and cons) that the upside outweighs any risk.

He surrounds himself with professionals, and business advisers, in addition to myself, such as his CPA/MBA accountant/consultant Neal Gross.

I have seen Fred take his business from just under \$200,000/year to its current state of getting ready to eclipse the \$1,000,000 mark.

While most other pest management companies in the Country have struggled to make last year's numbers (and most have not), Invader continues to grow – in the face of our current economic challenges.

This forward movement is not happenstance, but is rather due to the sound business judgment, creativity and leadership skills of Mr. Willey.

Any investment made in this company's future is not only advisable but smart in my professional opinion and I strongly recommend doing so.

If you would like to speak with me further in this regard, please do not hesitate calling me.

Sincerely,

Harvey F. Goldglantz  
President

632 Chelton Hills Drive - Elkins Park, Pennsylvania 19027-1332

Phone: (215) 782-1150 Fax: (215) 635-6704

Email [hpgencinc@aol.com](mailto:hpgencinc@aol.com)

Web: [www.pestcontrolmarketingcompany.com](http://www.pestcontrolmarketingcompany.com)



# CONTRACT AMENDMENT

**Materials Management  
Procurement**

8314 W. Cinnabar Ave.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P09-0042

Page 1 of 2

Description: Pest Control Services

Amendment No: One (1)

Date: 6/11/2009

Buyer: Terry Andersen

ACON18209, P09-0042 is being amended to add the following location and price to the Price Sheet:

Sunrise Mountain Branch Library  
21109 N. 98<sup>th</sup> Avenue, Peoria, AZ 85382

<u>Qty</u>	<u>Annual</u>	<u>Unit Price</u>
1	As Needed	\$90.00 (interior and exterior)

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

*Fred Willey*      6/15/09      Fred Willey, President      Invader Pest Management  
 Signature      Date      Typed Name and Title      Company Name

P.O. Box 939      Glendale      AZ      85311  
 Address      City      State      Zip Code

Attested by:  
*Mary Jo Kief*  
 Mary Jo Kief, City Clerk

*Jack Mahan*  
 Requested by: Jack Mahan, Facilities Maintenance Supervisor

*Terry Andersen*  
 Recommended by: Terry Andersen, Procurement Specialist

**Ellen Van Riper, Assistant City Attorney**

CC Number  
ACON 18209A  
 Contract Number:

*Stephen M. Kemp*  
 Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed



City Seal

(Rev 02/01/08)

*June 23, 2009*, 2009, at Peoria, Arizona.

*Herman P. Koebergen*  
 Herman P. Koebergen, Materials Manager



# CONTRACT AMENDMENT

**Materials Management Procurement**  
 9875 N. 85<sup>th</sup> Avenue  
 Peoria, AZ 85345  
 Telephone: (623) 773-7115  
 Fax: (623) 773-7118

Solicitation No: P09-0042 Page 1 of 2  
 Description: Pest Control Services  
 Amendment No: Two (2) Date: 10/22/2009

Buyer: Christine Finney

ACON18209, P09-0042 is being amended to add the following locations and price to the Price Sheet:

<u>Location:</u>	<u>Description</u>	<u>Unit Price</u>	<u>Annual Price</u>
Peoria Sports Complex 16101 N. 83 <sup>rd</sup> Avenue Peoria, AZ 85382	As-Needed	\$ 350.00	\$ 4,200.00
Rio Vista Community Park 8666 W. Thunderbird Rd. Peoria, AZ 85385	Initial Service As-Needed	\$ 95.00 \$ 75.00	N/A \$ 825.00

Additional services such as bee swarm & hive removal, etc may be requested for the prices indicated on the attached proposals for the above referenced locations.

All other provisions of the contract shall remain in their entirety.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	11/17/2009	Fred Willey, President	Invader Pest Management
Signature	Date	Typed Name and Title	Company Name
P.O. Box 939	Glendale	AZ	85311
Address	City	State	Zip Code

Attested by:  
  
 Mary Jo Kief, City Clerk

CC Number



ACON 18209B  
 Contract Number.

Official File

City Seal  
 (Rev 02/01/08)

Requested by: Blake Englert

Approved by: JP de la Montaigne, Community Services Director

Recommended by: Christine Finney, Buyer II

Ellen Van Riper, Assistant City Attorney

Approved as to Form: Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
 December 3, 2009, at Peoria, Arizona

Herman F Koebergen, Materials Manager



**COMMERCIAL PEST MANAGEMENT PROPOSAL**

PO Box 939, Glendale, AZ 85311  
 Phone 602-249-7378 Fax 602-992-5900  
 Email [willey@invader.net](mailto:willey@invader.net)  
 Insured & AZ License No 5262

<b>Property Name:</b> Rio Vista Community Park <b>Contact:</b> Todd Wuellner <b>Service Address:</b> 8666 W. Thunderbird Rd. <b>City:</b> Phoenix <b>State:</b> AZ <b>Zip:</b> 85385 <b>Phone:</b> 623-764-0328 <b>Alt Phone:</b> <b>Fax:</b> <b>Email:</b> <a href="mailto:todd.wuellner@peoriaaz.gov">todd.wuellner@peoriaaz.gov</a>	<b>Billing Customer:</b> Same <b>Contact:</b> <b>Billing Address:</b> <b>City:</b> <b>State:</b> <b>Zip:</b> <b>Phone:</b> <b>Alt Phone:</b> <b>Fax:</b> <b>Email:</b>
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PROPERTY TYPE			
Commercial	Approx Sq Footage 5,000+ Basement <input type="checkbox"/> Yes <input type="checkbox"/> No	Lot size Parking Structure <input type="checkbox"/> Yes # of Levels	Key <input type="checkbox"/> Yes <input type="checkbox"/> No

SERVICE DETAIL			
<input type="checkbox"/> Weekly	<input type="checkbox"/> Bi-Weekly	<input type="checkbox"/> Every 3 weeks	<input type="checkbox"/> Every 4 weeks
<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Bi-Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> A.M <input type="checkbox"/> P.M

**SITE SURVEY AND FINDINGS**

This contract is for monthly interior and exterior pest control services utilizing an integrated pest management program also known as IPM (please see explanation below) for the following structures:

- Maintenance office – this is a very “open” environment and includes offices as well as a maintenance shop – 3,000 sq. ft.
- Two separate concession areas know as Phase I & Phase II, each includes men’s and women’s restrooms, fire riser rooms and a storage room. Each concession area has concrete tables & benches along with numerous waste receptacles – 1,000 sq. ft. each.
- Pump station enclosed within a block room measuring approximately 15 ft. x 30 ft. (major spider problems, needs de-webbing)
- Restroom facilities for both men and women commonly referred to as the “Stand Alone”.
- Men’s and women’s restroom facilities for the Starbucks/Chili Davis concession.

**INITIAL SERVICE**

This intensive service is designed to control your immediate insect or pest problem.

The current major insect concerns are black widow spiders and ants

**Specifics:**

- A detailed survey of the buildings & property will be performed to identify what pest problems are currently present and any conditions that might contribute to pest infestations in the future
- A diagram of the buildings will be marked where areas of pest activity may be currently occurring or could occur. The diagram is also useful for showing placement of monitoring traps, bait stations, and other devices.
- Identify high risk areas for pest activity, such as sources of food, moisture, warmth, humidity, etc.
- Identify contributing conditions and make a list of them so that management is not only aware of them, but “sold” on the need that correcting them is vital to the success of the overall IPM program
- Provide forms for employees such as security guards to report pest activity observed in a timely manner Their awareness of pest activity is much greater than the service technician who only visits the property on a monthly basis
- Maintain a log book of pest activity observed on the property. Log is maintained by the service technician

**Initial Service:**

- Thorough inspection for any pest activity.
- Installation of insect monitoring devices
- Elimination of any current pest infestations and treatment to harborages and pest entry points
- Wipe down of all spider webs

**Primary Targeted Pests**

Includes all pests as listed in our “Invader Pest Management Commercial Pest Management Program” on Page 3 below

Initial Service Warranty  YES  NO If YES, Warranty for days      Establish a Pest Log  YES  NO Location

Follow-up – Site setup/training for IPM programs with on-site staff      **On-Site Contact:** Phone:

Return Visits Required  YES  NO If YES, how many?      Frequency.      Return Visit Cost \$      per visit

**SCOPE OF SERVICE**

**Integrated Pest Management (IPM) Methodology:**

Integrated pest management is an ideal strategy for controlling pests in commercial properties. The basic premise for IPM is to control pests utilizing a variety of control methods while reducing the reliance on pesticides. In simple terms, IPM calls for identifying the sources of pest infestations, identifying conditions which contribute to pest infestations, monitoring for pest activity and focusing control efforts at the sources of pest activity. IPM must be a cooperative effort between the pest control professional and the commercial management team. If sanitation problems and other conditions contribute to fostering the growth and development of pest infestations, often more pesticide use may be necessary to correct or prevent the pest infestations. The concept of IPM and it’s importance to our over all pest control program must be communicated to the commercial management team and their employees. Their cooperation will help to ensure the success of the Integrated Pest Management Program.

Exterior Areas	Exterior Perimeter Areas	Exterior – Specific Tasks
<input checked="" type="checkbox"/> Dumpster Areas <input checked="" type="checkbox"/> Irrigation Valve Boxes, Utility Boxes <input checked="" type="checkbox"/> Around Manholes/Dry Wells	<input checked="" type="checkbox"/> Base of Structure <input checked="" type="checkbox"/> Exterior Door Openings <input checked="" type="checkbox"/> Exterior Lighting Features <input checked="" type="checkbox"/> Eating Areas	<input checked="" type="checkbox"/> Granulate: For ants and other crawling insects <input type="checkbox"/> Dust <input type="checkbox"/> Inspect



**COMMERCIAL PEST MANAGEMENT PROPOSAL**

PO Box 939, Glendale, AZ 85311  
 Phone 623-435-0228 Fax 602-992-5900  
 Email: [wiley@invader.net](mailto:wiley@invader.net)  
 Insured & AZ License No 5262

		<input type="checkbox"/> Bait. <input type="checkbox"/>
<b>Interior Common Areas</b>	<b>Maintenance Facilities</b>	<b>Site Specific Notes</b>
<input checked="" type="checkbox"/> Common Space – Accessible Areas <input checked="" type="checkbox"/> Restrooms <input checked="" type="checkbox"/> Kitchen/food preparation areas	<input checked="" type="checkbox"/> Office <input checked="" type="checkbox"/> Equipment Rooms & Sump Pumps <input checked="" type="checkbox"/> Electric/ Fire Riser Rooms <input checked="" type="checkbox"/> Storage Rooms & Drains <input checked="" type="checkbox"/> Janitorial Closets <input checked="" type="checkbox"/> Floor Drains	

SERVICE FEES					
SERVICES	DETAILS	QTY	Service Rate /Unit Cost	Total	Annual Value
Initial Service	Extensive initial service to all interior and exterior areas of the property as listed above.	1	95	95	95
Monthly Maintenance Service	Monthly inspection and treatment to all interior and exterior areas of the property as listed above.	11	75	825	825
<b>Total Agreement</b>	<b>Price includes initial service, plus monthly maintenance for the year.</b>				<b>920</b>

EXTRA SERVICES OPTIONAL					
SERVICES	DETAILS	QTY	Service Rate /Unit Cost	Total	Annual Value
<input checked="" type="checkbox"/> Bee Swarm Removal	\$125 min. 1st hr., \$75/hr. thereafter during normal business hr. After hours - \$250 min. 1st hr., \$75/hr. thereafter.	1	125/250		
<input checked="" type="checkbox"/> Bee Hive (established colony)	\$250 min. 1st hr., \$100/hr. thereafter during normal business hr. After hours - \$350 min. 1st hr., \$100/hr. thereafter.	1	250/350		
<input checked="" type="checkbox"/> After Hours/Weekend Svc Rate	\$150/man hour				
<input checked="" type="checkbox"/> Access Equipment	Market plus 10%				

ATTACHMENTS TO THE AGREEMENT	
PAYMENT OPTIONS	
<input type="checkbox"/> Annual Billing	Due prior to or at initial service and once per year thereafter. Full payment of annual amount may take a 5% discount.
<input type="checkbox"/> Automatic Billing	Credit Card on file, charges applied upon service completion <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX C.C. #                      Exp Date                      SEC on Card #
<input checked="" type="checkbox"/> Billing	Payment Amount billed by mail in advance of services Late payment charge larger of 1 1/4 % per month or \$5.00 on all balances over specified TERMS
<b>TERMS:</b>	<b>Net 30</b>

**ACCEPTANCE OF AGREEMENT**

By Signing this agreement Buyer agrees to all terms and conditions set forth in this agreement on Page 1, Page 2 and any attachments. Offer good for 30 days. This agreement shall be for an initial period of one year and will renew itself annually (see Terms & Conditions). The Buyer agrees to pay all invoices as stipulated in this agreement, and to assume attorney fees and court costs which may be necessary to collect fees due the company, as well as any bank charges for returned checks.

You, the Buyer, may cancel this transaction at any time prior to midnight of the 3<sup>rd</sup> business day after the date of your authorization, or prior to rendering of service, whichever comes first.

Invader Pest Management Rep	License Number	Date	Buyer/Agent Signature	Title	Date
Wally Shores	080597	10/10/09			

TERMS & CONDITIONS
<p><b>Customer Information:</b>            Annual Renewal rates are subject to change after 1st Annual Renewal guaranteed rate</p> <p>Results of service are relative to and dependant upon the cooperation given by the Customer as to housekeeping, sanitation conditions, maintenance, accessibility of areas to be serviced and extent of preparation</p> <p>Inspections Company stated herein performs pest inspections for wood destroying organisms and will provide a Wood Infestation Report upon request for inspection in conjunction with a sale or financing of a structure. Otherwise any comments which may be casually shared with the Customer by the Company's Technician should not be interpreted in any way to be considered an inspection, and therefore the Customer agrees to hold the Company harmless for any verbal comments</p> <p><b>Customer Responsibilities:</b>            Customer Agrees</p>



## COMMERCIAL PEST MANAGEMENT PROPOSAL

PO Box 939, Glendale, AZ 85311  
 Phone 623-435-0228 Fax 602-992-5900  
 Email [willey@invader.net](mailto:willey@invader.net)  
 Insured & AZ License No 5262

- 1 To make the premises available for regular and consistent service, inspection and any necessary treatment to maintain the effectiveness of our service program and the integrity of our guarantee
- 2 To immediately contact Invader Pest Management to maintain Pest Log/records of pest sightings that occur in order to determine if additional service is necessary immediately or upon next scheduled visit.
- 3 To comply with payment terms as indicated on page 1
- 4 Customer agrees to correcting areas of insect/rodent conditions conducive as communicated through Company's Representatives recommendations, I e , foliage, trees, wood piles, debris, windows, screens, storage
- 5 The customer agrees to cooperate with Invader Pest Management in whatever reasonable manner necessary to facilitate treatment and control in order to maintain our guarantee

Customer is responsible for the following. Repair of any leaks in piping, roofing, windows, etc caulking of windows, door frames and bathrooms Keep gutters clean and in good repair Keep shrubbery cut back and away from structure Keep trees trimmed so that branches don't land on the structure Keep storage, debris, wood piles, etc. as far away from structure as practical Keep soil from touching or covering siding Maintain proper housekeeping and sanitation conditions Don't store cardboard on concrete

The **INVADER COMMERCIAL PEST MANAGEMENT PROGRAM** specifically covers the following pests Cockroaches (all kinds), silverfish, food infesting insects, carpet beetles, wasps, common spiders, earwigs, clover mites, pill bugs, millipedes, centipedes, crickets, most crawling insects and most ants

- A Pests specifically excluded and are not covered unless specifically noted include wood destroying, flying insects, scorpions, fleas, ticks, rodents, carpenter and pharaoh ants These pests are excluded due to the necessity of specialized applications and programs for their control and should the need arise we will request a purchase order for additional service unless specifically noted on page 1
- B Flying insects and fleas or any other pest not specifically listed shall incur an extra charge if requested by the customer
- C Any rodent proofing or other mechanical alterations found to be necessary throughout the term of the agreement can be done at additional cost to the customer Authorization for additional work of this type will be on a separate special services agreement.
- D. Only the selected areas on Page 1 are guaranteed for the specific listed pests

**WHILE WE DO OBLIGATE OURSELVES TO PROVIDE SERVICES FOR THE CONTROL OF PESTS DESCRIBED, WE DO NOT ASSUME RESPONSIBILITY FOR THEIR DAMAGE THE PURCHASER ACKNOWLEDGES BY ACCEPTANCE OF THIS SERVICE AGREEMENT, THAT THERE ARE NO EXPRESSED OR IMPLIED TERMS, EXCEPT AS HEREIN SPECIFICALLY STATED THIS MEANS THAT THERE ARE NO OTHER ARRANGEMENTS OR CONDITIONS THAT APPLY TO THIS AGREEMENT OTHER THAN THOSE STATED**

Pest Management Methods (will include but are not limited to)

- 1 Inspection and Identification of infestations
- 2 Sanitation reports & recommendations (Pest Log on site where applicable)
- 3 Monitor Stations & Traps
- 4 Application of liquid residual to cracks & crevices where pests breed
- 5 Application of insecticide dusts to voids or concealed areas
- 6 Use of Baits where safe and necessary
- 7 Application of non-residual insecticides or aerosols in sensitive food processing areas, where applicable by law

**Service Terms:** All service agreements are effective for 12 months After twelve months, the agreement will automatically renew annually for another 12 months unless customer notifies Invader Pest Management, Inc in writing 30 days prior to the end of the current agreement. Early cancellation of the service agreement (for any reason) will be assessed an early cancellation fee of \$75 which will be due along with any outstanding account balance If no one is present within scheduled appointment time to allow the service technician entrance to the building interior if necessary, the technician may render an exterior perimeter treatment for the purpose of preventing pest reentry and infestation and maintaining the integrity of our guarantee Should additional service be necessary please contact our office

**Allergies and Sensitivities:** Company will provide information upon request about the materials to be used in treating the Covered Premises Customer understands and acknowledges that the services which customer is about to voluntarily receive, bears certain known risk and unanticipated risks due to the possible use of pesticides Being aware that this service may entail the use of pesticides, which may induce some possibility of risk or injury to customer and to other third parties as a result of Customer actions, Customer expressly agrees, covenants and promises to accept and assume all responsibility and risk for injury, illness, or damage to Customer or to Customer property arising from Customer Receiving this service

**Privacy Policy:** We collect and use your personal information for billing purposes and customer service to anticipate and resolve problems with your service and inform you of new products or services that better serve your needs Appropriate safeguards will be implemented to ensure the security, integrity and privacy of your personal information While we generally will not release your personal information to any third party individuals without your express permission, there may be circumstances where we may have to disclose information about you to federal and state government officials and agencies, law enforcement or other officials If you have a privacy question after reading this policy, please contact us

**Guarantee:** If you are not satisfied with the results of the **INVADER COMMERCIAL PEST MANAGEMENT PROGRAM** because a covered pest continues to persist in a selected area (from Page 1), we'll continue to provide service for that specific pest at no additional charge for an additional 30 days, as long as suggested recommendations by company have been fulfilled by customer Please refer to "customer responsibilities" as outlined above for specific details

**Binding Arbitration:** The customer and Company agree that any controversy or claim between them arising out of or relating to the interpretation performance or breach of any provision of this Agreement shall be settled exclusively by binding arbitration using Commercial Arbitration Rules In no event shall either party be liable to the other for indirect, special or consequential damages or loss of anticipated profits

**Transferability:** Upon change of ownership or management this agreement is transferable with written notification by either party



**COMMERCIAL PEST MANAGEMENT PROPOSAL**

PO Box 939, Glendale, AZ 85311  
 Phone 602-249-7378 Fax 602-992-5900  
 Email [willey@invader.net](mailto:willey@invader.net)  
 Insured & AZ License No 5262

<b>Property Name:</b> Peoria Sports Complex <b>Contact:</b> Blake Englert <b>Service Address:</b> 16101 N. 83 <sup>rd</sup> Ave. <b>City:</b> Peoria <b>State:</b> AZ <b>Zip:</b> 85382 <b>Phone:</b> 623-773-8704 <b>Alt Phone:</b> <b>Fax:</b> 623-773-8716 <b>Email:</b> <a href="mailto:blakeenglert@peoriaaz.gov">blakeenglert@peoriaaz.gov</a>	<b>Billing Customer:</b> Peoria Sports Complex <b>Contact:</b> Blake Englert <b>Billing Address:</b> 16101 N. 83 <sup>rd</sup> Ave. <b>City:</b> Peoria <b>State:</b> AZ <b>Zip:</b> 85382 <b>Phone:</b> 623-773-8704 <b>Alt Phone:</b> <b>Fax:</b> 623-773-8716 <b>Email:</b> <a href="mailto:blakeenglert@peoriaaz.gov">blakeenglert@peoriaaz.gov</a> <b>Bid Deadline:</b> 10/01/09
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PROPERTY TYPE			
Commercial Number of properties: 1	Approx 105,169 sq. ft. Basement <input type="checkbox"/> Yes <input type="checkbox"/> No	Lot size Parking Structure <input type="checkbox"/> Yes # of Levels	Key <input type="checkbox"/> Yes <input type="checkbox"/> No

SERVICE DETAIL							
<input type="checkbox"/> Weekly	<input type="checkbox"/> Bi-Weekly	<input type="checkbox"/> Every 3 weeks	<input type="checkbox"/> Every 4 weeks	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Bi-Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> A M <input type="checkbox"/> P M

**SITE SURVEY AND FINDINGS**

This service contract is for monthly exterior pest control service and interior pest control service as needed for insects, rodents and cats as needed for the following structures located within the Peoria Sports Complex. These three distinct areas are being quoted separately.

**Group 1 - Concession areas and general stadium areas – 27,342 sq. ft.**

**Group 2 - Maintenance shop, practice field, restrooms, visitor's clubhouse & other stadium areas - 37,827 sq. ft.**

**Group 3 – Padres' Clubhouse - 40,000 sq. ft.**

**INITIAL SERVICE**

This intensive service is designed to control your immediate insect or pest problem

**Specifics:**

- 1 A detailed survey of the buildings & property will be performed to identify what pest problems are currently present and any conditions that might contribute to pest infestations in the future
2. A diagram of the buildings will be marked where areas of pest activity may be currently occurring or could occur. The diagram is also useful for showing placement of monitoring traps, bait stations, and other devices
- 3 Identify high risk areas for pest activity, such as sources of food, moisture, warmth, humidity, etc
- 4 Identify contributing conditions and make a list of them so that management is not only aware of them, but "sold" on the need that correcting them is vital to the success of the overall IPM program
- 5 Provide forms for employees such as security guards to report pest activity observed in a timely manner Their awareness of pest activity is much greater than the service technician who only visits the property on a monthly basis.
- 6 Maintain a log book of pest activity observed on the property Log is maintained by the service technician

**Initial Service:**

- 1 Thorough inspection for any pest activity.
- 2 Installation of insect monitoring devices
3. Elimination of any current pest infestations and treatment to harborages and pest entry points
4. Wipe down of all spider webs

**Primary Targeted Pests:**

Includes all pests as listed in our "Invader Pest Management Commercial Pest Management Program" on Page 3 below

Initial Service Warranty  YES  NO If YES, Warranty for days                      Establish a Pest Log  YES  NO Location:

Follow-up – Site setup/training for IPM programs with on-site staff                      **On-Site Contact** Phone

Return Visits Required  YES  NO If YES, how many?                      Frequency.                      Return Visit Cost \$                      per visit

**SCOPE OF SERVICE**

**Integrated Pest Management (IPM) Methodology:**

Integrated pest management is an ideal strategy for controlling pests in commercial properties The basic premise for IPM is to control pests utilizing a variety of control methods while reducing the reliance on pesticides In simple terms, IPM calls for identifying the sources of pest infestations, identifying conditions which contribute to pest infestations, monitoring for pest activity and focusing control efforts at the sources of pest activity. IPM must be a cooperative effort between the pest control professional and the commercial management team. If sanitation problems and other conditions contribute to fostering the growth and development of pest infestations, often more pesticide use may be necessary to correct or prevent the pest infestations The concept of IPM and it's importance to our over all pest control program must be communicated to the commercial management team and their employees Their cooperation will help to ensure the success of the Integrated Pest Management Program

Note: If our monitoring services reveal additional pest issues that were not obvious in our initial inspection or are starting to develop due to changes in the ecosystem of the property, we reserve the right to consult with management on the need for an addendum to this original agreement in order to address these pest concerns

Exterior Areas	Exterior Perimeter Areas	Exterior - Specific Tasks
<input checked="" type="checkbox"/> Landscape Areas (as necessary) <input checked="" type="checkbox"/> I. Lawns <input checked="" type="checkbox"/> II Base of Shrubs <input checked="" type="checkbox"/> III Around Tree Basins <input checked="" type="checkbox"/> IV Decomposed Granite Areas <input checked="" type="checkbox"/> Dumpster Areas <input checked="" type="checkbox"/> Irrigation Valve Boxes, Utility Boxes	<input checked="" type="checkbox"/> Base of Structure <input checked="" type="checkbox"/> Exterior Door Openings <input checked="" type="checkbox"/> Exterior Lighting Features <input checked="" type="checkbox"/> Signage <input checked="" type="checkbox"/> Walkways <input checked="" type="checkbox"/> Eating <input checked="" type="checkbox"/> Around Manholes / Dry Wells	<input checked="" type="checkbox"/> Granulate: under shrubs/hedges <input type="checkbox"/> Dust <input type="checkbox"/> Inspect <input type="checkbox"/> Bait



**COMMERCIAL PEST MANAGEMENT PROPOSAL**

PO Box 939, Glendale, AZ 85311  
 Phone 623-435-0228 Fax 602-992-5900  
 Email [willey@invader.net](mailto:willey@invader.net)  
 Insured & AZ License No 5262

<b>Interior Common Areas</b>	<b>Maintenance Facilities</b>	<b>Site Specific Notes</b>
<input checked="" type="checkbox"/> Common Space – Accessible Areas <input checked="" type="checkbox"/> Restrooms <input checked="" type="checkbox"/> Lobby (s) <input checked="" type="checkbox"/> Corridors <input checked="" type="checkbox"/> Elevators <input checked="" type="checkbox"/> Stairwells <input checked="" type="checkbox"/> Kitchenette (break areas) =	<input checked="" type="checkbox"/> Building Operations <input checked="" type="checkbox"/> Equipment Rooms & Sump Pumps <input checked="" type="checkbox"/> Electric Rooms & Wells <input checked="" type="checkbox"/> Storage Rooms & Drains <input checked="" type="checkbox"/> Janitorial Closets <input checked="" type="checkbox"/> Elevator Shafts & Pits <input checked="" type="checkbox"/> Shipping/Receiving <input checked="" type="checkbox"/> Floor Drains	

**SERVICE FEES**

SERVICES	DETAILS	QTY	Service Rate /Unit Cost	Total	Annual Value
Group #1	Concession areas and general stadium areas	12	100	1200	1200
Group #2	Maintenance shop, practice field, restrooms, visitor's clubhouse & other stadium areas	12	125	1500	1500
Group #3	Padres' Clubhouse	12	125	1500	1500

*Group #1 & #3 are listed here only for price confirmation. Centerplate will be billed monthly for Group #1 and the city will be billed only once for the Padres' problem with sewer roaches.*

pest activity.  
 monitoring of insect/rodent  
 pest infestations and treatment to  
 s and all areas listed above under  
 obs.  
 1, including any necessary treatment  
 ways and service/receiving areas,  
 under "Scope of Service" for the  
 y insects as noted in "Terms &  
 of this agreement.  
 place in month two will be to  
 r observations of pest activity that  
 ected during the first 30 days and  
 Report.  
 e to be used on a monthly basis to  
 as and conditions conducive to  
 e need for any modifications to our

<b>Total Agreement</b>					<b>4200</b>
------------------------	--	--	--	--	-------------

**EXTRA SERVICES OPTIONS**

SERVICES	DETAILS	QTY	Service Rate /Unit Cost	Total	Annual Value
<input checked="" type="checkbox"/> Bee Swarm Removal	\$149 min. 1st hr., \$75/hr. thereafter during normal business hr. After hours - \$250 min. 1st hr., \$75/hr. thereafter.	1	149/250		
<input checked="" type="checkbox"/> Bee Hive (established colony)	\$249 min. 1st hr., \$100/hr. thereafter during normal business hr. After hours - \$350 min. 1st hr., \$100/hr. thereafter.	1	249/350		
<input checked="" type="checkbox"/> Cat trapping & removal	\$150 to setup and remove humane trap	1	150		
(customer must notify us as soon as cat is trapped)	\$175 per cat to pick up and dispose	1	175		
<input checked="" type="checkbox"/> Call Backs	During normal working hours (7 am to 4 pm)	1	55		
<input checked="" type="checkbox"/> After Hours/Weekend Svc Rate	\$150/man hour	1	150		
<input checked="" type="checkbox"/> Access Equipment	Market cost plus 15%				

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> Site Specifications   | <input checked="" type="checkbox"/> W-9                   | <input type="checkbox"/> Page 2 Terms & Conditions | <input type="checkbox"/> Special Services Agreement       |
| <input type="checkbox"/> Maps/Graphs           | <input checked="" type="checkbox"/> Insurance Certificate |  | <input type="checkbox"/> Weed Control Agreement           |
| <input type="checkbox"/> Pest Audit Guidelines | <input type="checkbox"/>                                  |  | <input type="checkbox"/> Wood Destroying Insect Agreement |

**PAYMENT OPTIONS**

<input type="checkbox"/> Annual Billing	Due prior to or at initial service and once per year thereafter	Full payment of annual amount may take a 5% discount.
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**COMMERCIAL PEST MANAGEMENT PROPOSAL**

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**Automatic Billing** Credit Card on file, charges applied upon service completion.  
 Visa  MasterCard  Discover  AMEX  
 C C # Exp Date SEC on Card #

**Billing** Payment Amount billed by mail in advance of services.  
 Late payment charge larger of 1 ½ % per month or \$5 00 on all balances over specified TERMS  
**TERMS:** Net 30

**ACCEPTANCE OF AGREEMENT**

By Signing this agreement Buyer agrees to all terms and conditions set forth in this agreement on Page 1, Page 2 and any attachments. Offer good for 30 days. This agreement shall be for an initial period of one year and will renew itself annually (see Terms & Conditions). The Buyer agrees to pay all invoices as stipulated in this agreement, and to assume attorney fees and court costs which may be necessary to collect fees due the company, as well as any bank charges for returned checks.

You, the Buyer, may cancel this transaction at any time prior to midnight of the 3<sup>rd</sup> business day after the date of your authorization, or prior to rendering of service, whichever comes first.

Invader Pest Management Rep	License Number	Date	Buyer/Agent Signature	Title	Date
Wally Shores	080597	10/01/09			

**TERMS & CONDITIONS**

**Customer Information:**

Annual Renewal rates are subject to change after 1st Annual Renewal guaranteed rate

Results of service are relative to and dependant upon the cooperation given by the Customer as to housekeeping, sanitation conditions, maintenance, accessibility of areas to be serviced and extent of preparation

Inspectors Company stated herein performs pest inspections for wood destroying organisms and will provide a Wood Infestation Report upon request for inspection in conjunction with a sale or financing of a structure. Otherwise any comments which may be casually shared with the Customer by the Company's Technician should not be interpreted in any way to be considered an inspection, and therefore the Customer agrees to hold the Company harmless for any verbal comments

**Customer Responsibilities:**

Customer Agrees

- To make the premises available for regular and consistent service, inspection and any necessary treatment to maintain the effectiveness of our service program and the integrity of our guarantee
- To immediately contact Invader Pest Management to maintain Pest Log/records of pest sightings that occur in order to determine if additional service is necessary immediately or upon next scheduled visit
- To comply with payment terms as indicated on page 1
- Customer agrees to correcting areas of insect/rodent conditions conducive as communicated through Company's Representatives recommendations, I e , foliage, trees, wood piles, debns, windows, screens, storage
- The customer agrees to cooperate with Invader Pest Management in whatever reasonable manner necessary to facilitate treatment and control in order to maintain our guarantee

Customer is responsible for the following Repair of any leaks in piping, roofing, windows, etc caulking of windows, door frames and bathrooms Keep gutters clean and in good repair Keep shrubbery cut back and away from structure Keep trees trimmed so that branches don't land on the structure Keep storage, debris, wood piles, etc as far away from structure as practical Keep soil from touching or covering siding Maintain proper housekeeping and sanitation conditions Don't store cardboard on concrete

**The INVADER COMMERCIAL PEST MANAGEMENT PROGRAM**

specifically covers the following pests Cockroaches (all kinds), silverfish, food infesting insects, carpet beetles, wasps, common spiders, earwigs, clover mites, pill bugs, millipedes, centipedes, crickets, most crawling insects and most ants

- A Pests specifically excluded and are not covered unless specifically noted include wood destroying, flying insects, scorpions, fleas, ticks, rodents, carpenter and pharaoh ants These pests are excluded due to the necessity of specialized applications and programs for their control and should the need arise we will request a purchase order for additional service unless specifically noted on page 1
- B Flying insects and fleas or any other pest not specifically listed shall incur an extra charge if requested by the customer
- C Any rodent proofing or other mechanical alterations found to be necessary throughout the term of the agreement can be done at additional cost to the customer
- Authorization for additional work of this type will be on a separate special services agreement.
- D Only the selected areas on Page 1 are guaranteed for the specific listed pests

WHILE WE DO OBLIGATE OURSELVES TO PROVIDE SERVICES FOR THE CONTROL OF PESTS DESCRIBED, WE DO NOT ASSUME RESPONSIBILITY FOR THEIR DAMAGE. THE PURCHASER ACKNOWLEDGES BY ACCEPTANCE OF THIS SERVICE AGREEMENT, THAT THERE ARE NO EXPRESSED OR IMPLIED TERMS, EXCEPT AS HEREIN SPECIFICALLY STATED THIS MEANS THAT THERE ARE NO OTHER ARRANGEMENTS OR CONDITIONS THAT APPLY TO THIS AGREEMENT OTHER THAN THOSE STATED

Pest Management Methods (will include but are not limited to)

- Inspection and Identification of infestations
- Sanitation reports & recommendations (Pest Log on site where applicable)
- Monitor Stations & Traps
- Application of liquid residual to cracks & crevices where pests breed
- Application of insecticide dusts to voids or concealed areas
- Use of Baits where safe and necessary
- Application of non-residual insecticides or aerosols in sensitive food processing areas, where applicable by law

**Service Terms:** All service agreements are effective for 12 months. After twelve months, the agreement will automatically renew annually for another 12 months unless customer notifies Invader Pest Management, Inc in writing 30 days prior to the end of the current agreement. Early cancellation of the service agreement (for any reason) will be assessed an early cancellation fee of \$75 which will be due along with any outstanding account balance. If no one is present within scheduled appointment



## COMMERCIAL PEST MANAGEMENT PROPOSAL

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Insured & AZ License No 5262

time to allow the service technician entrance to the building interior if necessary, the technician may render an exterior perimeter treatment for the purpose of preventing pest reentry and infestation and maintaining the integrity of our guarantee. Should additional service be necessary please contact our office.

**Allergies and Sensitivities:** Company will provide information upon request about the materials to be used in treating the Covered Premises. Customer understands and acknowledges that the services which customer is about to voluntarily receive, bears certain known risk and unanticipated risks due to the possible use of pesticides. Being aware that this service may entail the use of pesticides, which may induce some possibility of risk or injury to customer and to other third parties as a result of Customer actions, Customer expressly agrees, covenants and promises to accept and assume all responsibility and risk for injury, illness, or damage to Customer or to Customer property arising from Customer Receiving this service.

**Privacy Policy:** We collect and use your personal information for billing purposes and customer service to anticipate and resolve problems with your service and inform you of new products or services that better serve your needs. Appropriate safeguards will be implemented to ensure the security, integrity and privacy of your personal information. While we generally will not release your personal information to any third party individuals without your express permission, there may be circumstances where we may have to disclose information about you to federal and state government officials and agencies, law enforcement or other officials. If you have a privacy question after reading this policy, please contact us.

**Guarantee:** If you are not satisfied with the results of the INVADER COMMERCIAL PEST MANAGEMENT PROGRAM because a covered pest continues to persist in a selected area (from Page 1), we'll continue to provide service for that specific pest at no additional charge for an additional 30 days, as long as suggested recommendations by company have been fulfilled by customer. Please refer to "customer responsibilities" as outlined above for specific details.

**Binding Arbitration:** The customer and Company agree that any controversy or claim between them arising out of or relating to the interpretation performance or breach of any provision of this Agreement shall be settled exclusively by binding arbitration using Commercial Arbitration Rules. In no event shall either party be liable to the other for indirect, special or consequential damages or loss of anticipated profits.

**Transferability:** Upon change of ownership or management this agreement is transferable with written notification by either party.



# CONTRACT AMENDMENT

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: P09-0042      Page 1 of 1  
Description: Pest Control Services  
Amendment No: Three (3)      Date: 1/22/2010

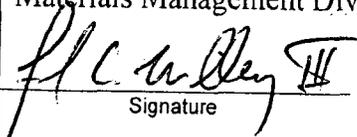
Buyer: Terry Andersen

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 03/31/10. CONTRACT EXTENSION ONE (1)

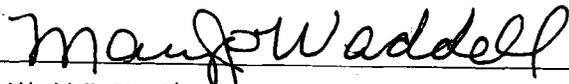
THE NEW CONTRACT TERM IS:

**Contract Term: 04/01/10 to 03/31/11**

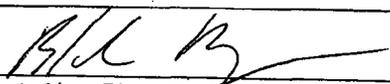
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

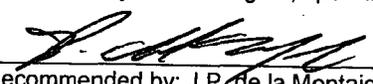
	2/1/2010	Fred Willey, President	Invader Pest Management
Signature	Date	Typed Name and Title	Company Name
P.O. Box 939, 6887 N. 57 <sup>th</sup> Dr.	Glendale	AZ	85311
Address	City	State	Zip Code

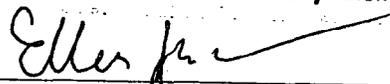
Attested by:

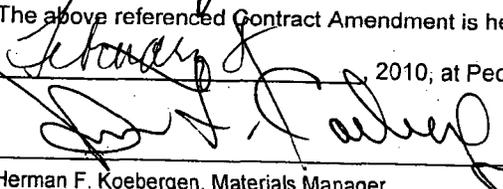


Mary Jo Waddell, City Clerk

  
Requested by: Blake Englert, Operations Coordinator

  
Recommended by: J.P. de la Montaigne, Com Services Director  
**Ellen Van Riper, Assistant City Attorney**

  
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
  
2010, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager



City Seal

(Rev 02/01/08)

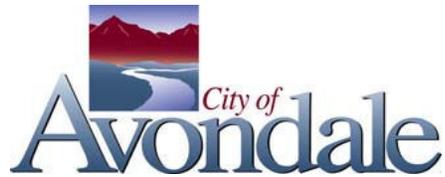
CC Number  
ACON 18209C  
Contract Number:  
Official File

**A CON 18209C**

EXHIBIT B  
TO  
PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
INVADER PEST MANAGEMENT, INC.

[Avondale Price Sheet]

See following pages.



**Finance & Budget Department**

11465 W. Civic Center Drive, Suite 120

Avondale, Arizona 85323-6807

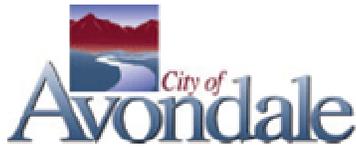
Phone: (623) 333-2029

Fax: (623) 333-0200

Website: [www.avondale.org/procurement](http://www.avondale.org/procurement)

<b>FACILITY/ SITE NAME</b>	<b>PHYSICAL ADDRESS</b>	<b>HOURS OF OPERATION</b>	<b>SQUARE FOOTAGE</b>	<b>SCHEDULE/ FREQUENCY</b>	<b>FEE AMOUNT</b>
Avondale Comm. Center	1007 S. 3 <sup>rd</sup> St.	Monday-Friday 8am-5pm	11,640	Monthly	\$37.50
Cashion Comm. Center	10857 W. Pima	Monday-Friday 8am-5pm	3,000	Monthly	\$35.00
City Hall	11465 W. Civic Center Dr.	Monday-Thursday 7am-6pm	69,300	Monthly	\$348.00
Police Headquarters	11485 W. Civic Center Dr.	Daily 24 Hrs.	26,300	Monthly	\$132.00
Court Building	11325 W. Civic Center Dr.	Monday-Friday 8am-5pm	11,700	Monthly	\$37.50
Fire Station 171	101 S. 3 <sup>rd</sup> St	Daily 24 Hrs.	6,620	Monthly	\$35.00
Fire Station 172	1825 N. 107 <sup>th</sup> Ave	Daily 24 Hrs.	16,940	Monthly	\$42.00
Fire Station 173	11510 W. Durango	Daily 24 Hrs.	16,000	Monthly	\$42.00
Waste Water Plant	1408 S. Dysart Rd	Daily 24 Hrs.	4,808	Monthly	\$35.00
Municipal Operations Service Center (MOSC)	399 E. Lower Buckeye	Monday-Thursday 7am-6pm	31,000	Monthly	\$155.00
Fleet Services	395 E. Lower Buckeye	Monday-Friday 8am-5pm	16,974	Monthly	\$42.00
Care First Facility	328 W. Western	Monday-Friday 8am-5pm	8,465	Monthly	\$37.50

FACILITY/ SITE NAME		PHYSICAL ADDRESS	HOURS OF OPERATION	SQUARE FOOTAGE	SCHEDULE/ FREQUENCY	FEE AMOUNT
Sam Garcia Library		495 E. Western	Monday-Saturday 10am-7pm	13,600	Monthly	\$42.00
Police Sub Station		519 E. Western	Daily 24 Hrs.	6,480	Monthly	\$35.00
Police Jail		519 E. Western	Daily 24 Hrs.	4,640	Monthly	\$35.00
Civic Center Library		11350 W. Civic Center Dr.	Monday-Saturday 10am-6pm	30,000	Monthly	\$150.00
Total		16 City Facilities		281,700		
<b>PARK LOCATIONS:</b>						
<b>Friendship Park 12325 West McDowell</b>		<b>LOCATION:</b>	<b>HOURS OF OPERATION</b>	<b>SQUARE FOOTAGE</b>	<b>SCHEDULE/ FREQUENCY</b>	<b>FEE/AMOUNT</b>
1.	North Restroom Block(Blue Building)	Men's & Women's Restrooms, Storage Room, Electrical Room & Concession Room.	Daily, 6am- 11:00 pm	Approx. 1500'	Monthly	\$35.00
2.	South Restroom Block (Green Building)	Men's & Women's Restrooms, Storage Room, Electrical Room & Concession Storage Area.	Daily, 6am- 11:00 pm	Approx. 2100'	Monthly	\$35.00
3.	West Restroom Block (Pink Building)	Men's & Women's Restrooms, Staff Work Room & Storage Room	Daily, 6am- 11:00 pm	Approx. 1250'	Monthly	\$35.00
<b>Central Restroom Block</b>		Men's & Women's Restrooms, Electrical Room, Storage Room, Umpire Room, & Vending Area.	Daily, 6am- 11:00 pm	Approx. 2240'	Monthly	\$35.00



# CITY COUNCIL REPORT

**SUBJECT:**

Construction Contract - Markham Contracting Co.,  
Inc. – Hill Drive Improvement Project

**MEETING DATE:**

October 18, 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 a construction contract with Markham Contracting Co., Inc. to provide construction services for the Hill Drive Improvement Project in the amount of \$215,882.17, authorize the transfer of \$131,700 from 304-1153-00-8420, 127th Ave - Lower Buckeye to Dysart to 304-1252-00-8420, Hill Drive, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The current Capital Improvement Program provides for the construction of street improvements on Hill Drive. The Hill Drive Improvement project will construct street extension improvements on Hill Drive from 3rd Street to 5th Street (see attached vicinity map). The street extension improvements will open the Hill Drive corridor allowing easier police access as well as increase visibility with the addition of streetlights.

City staff completed in-house design plans and prepared construction drawings. A pothole investigation was also completed which revealed that the existing Roosevelt Irrigation District (RID) irrigation line was very shallow. RID had no record of this pipe installation and therefore, could not ensure the pipe's integrity. On January 4, 2010, Council approved a Cost Participation Agreement with RID to provide irrigation design services for the Hill Drive Improvement project. A contract was negotiated to cover the design engineering and observe the construction of a new pipe in the existing alignment. The construction of the new RID line is included within the scope of work for the current project.

**DISCUSSION:****SCOPE OF WORK:**

The scope of work for this project will include:

- Installation of 8" Water Line
- Installation of 8" Sewer Line
- Replacement of 24" Irrigation Line
- Construction of New Fire Hydrants
- Installation of Asphalt Concrete Pavement
- Curb, Gutter, Sidewalks
- Pavement Signing and Markings
- Utility Adjustments

**BID PROCESS:**

Requests-for-Bid notices were published in the West Valley View on September 10 and September 17, 2010, and the Arizona Business Gazette on September 9, 2010. The Engineering Department held a mandatory pre-bid meeting on September 23, 2010. Six (6) bids were received and opened on October 7, 2010. Each bid package was reviewed and four (4) of the six (6) bidders met the bidding requirements. The firms that met bidding requirements and the amount of their bids are as follows:

<b>BIDDER</b>	<b>BID AMOUNT</b>	<b>M/DBE</b>
Markham Contracting Co.	\$215,882.17	No
Carson Construction	\$244,608.74	No
City Wide Construction	\$237,144.00	No
Standard Construction	\$232,160.84	No

See the attached Bid Tabulation Sheet for a detailed bid item breakdown of each submitted bid.

Staff contacted references and believes Markham Contracting Co., Inc. to be competent and qualified for this project. Markham Contracting Co., Inc. has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this contractor.

Contract is on file with City Clerk.

**SCHEDULE:**

A tentative construction schedule is as follows:

<b>PROJECT MILESTONES</b>	<b>TARGET DATES</b>
Issue Notice of Award	10/19/10
Pre-Construction Conference	10/26/10
Issue Notice to Proceed	11/02/10
Begin Construction	11/08/10
Completion	02/07/11

**BUDGETARY IMPACT:**

Funding in the amount of \$131,700 is available in CIP Street Fund Line Item 304-1153-00-8420, 127th Ave - Lower Buckeye to Dysart and is proposed to be transferred to CIP Street Fund Line Item, 304-1252-00-8420, Hill Drive. The remaining funding is available in the following line items:

- \$26,000 in CIP Street Fund Line Item 304-1252-00-8420 Hill Drive
- \$20,012.37 in CIP Sewer Fund Line Item 513-1047-00-8610, Citywide Sewer Improvements
- \$38,419.91 in CIP Water Fund Line Item 514-1057-00-8520, Citywide Water Improvements

**RECOMMENDATION:**

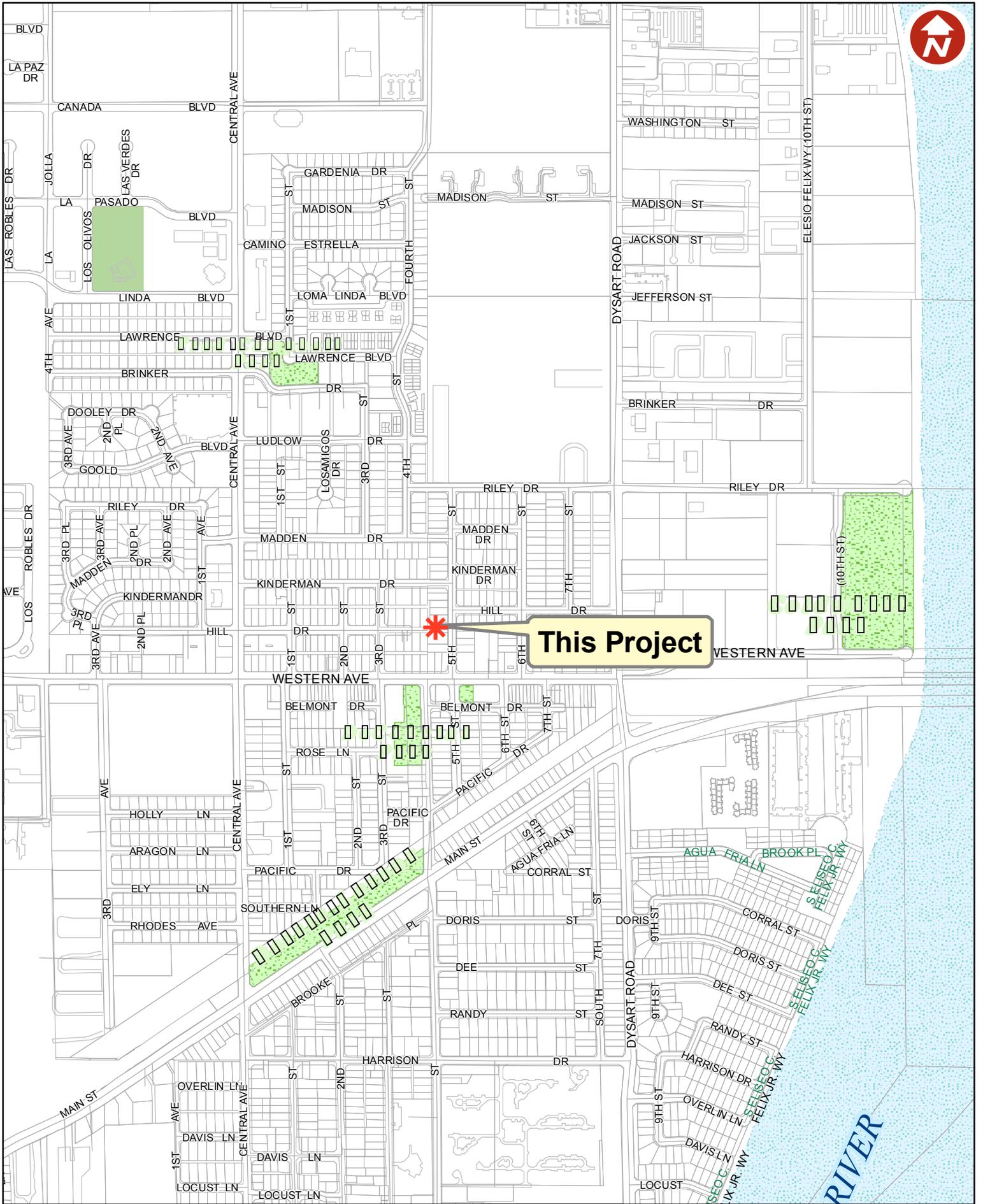
Staff recommends that the City Council approve a construction contract with Markham Contracting Co., Inc. to provide construction services for the Hill Drive Improvement Project in the amount of \$215,882.17, authorize the transfer of \$131,700 from 304-1153-00-8420, 127th Ave - Lower Buckeye to Dysart to 304-1252-00-8420, Hill Drive, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

## ATTACHMENTS:

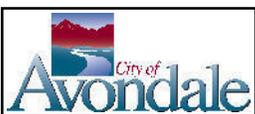
Click to download

 [Vicinity Map](#)

 [Bid Tab](#)



**This Project**



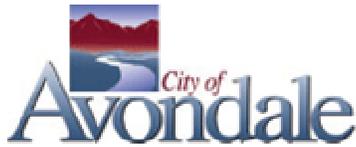
Prepared February 2009  
Avondale GIS/Water Resources

### Hill Street Extension Project

**CITY OF AVONDALE  
 BID TABULATION  
 ST1252 Hill Drive Improvement Project  
 EN11-007 - (ST1252)  
 BID DATE: October 7, 2010**

Item No.	Description of Materials and/or Services	Qty	Unit	Markham Construction		Carson Construction		City Wide Construction		Visus, Inc.		Standard Construction		ABC Asphalt LLC	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
107.03000	NPDES/SWPPP	1	LS	\$ 7,400.00	\$ 7,400.00	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 400.00	\$ 400.00	\$ 3,060.00	\$ 3,060.00
107.04000	Miscellaneous Reimbursables (Allowance)	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
107.15000	Community Relations (Allowance)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
108.01000	Construction Staking, Surveying and Layout	1	LS	\$ 2,900.00	\$ 2,900.00	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,300.00	\$ 2,300.00	\$ 2,295.00	\$ 2,295.00
108.01010	As-Built Documentation	1	LS	\$ 700.00	\$ 700.00	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 612.00	\$ 612.00
109.09000	Mobilization/Demobilization	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 30,000.00	\$ 30,000.00	\$ 18,000.00	\$ 18,000.00	\$ 14,683.50	\$ 14,683.50	\$ 2,500.00	\$ 2,500.00	\$ 1,530.00	\$ 1,530.00
215.01520	Drainage Excavation	1	LS	\$ 2,700.00	\$ 2,700.00	\$ 10,000.00	\$ 10,000.00	\$ 9,400.00	\$ 9,400.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,040.00	\$ 2,040.00
220.10150	Plain Riprap (D50=6")	1	CY	\$ 140.00	\$ 140.00	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 95.00	\$ 95.00	\$ 408.00	\$ 408.00
301.01000	Subgrade Preparation	660	SY	\$ 10.00	\$ 6,600.00	\$ 14.00	\$ 9,240.00	\$ 10.00	\$ 6,600.00	\$ 10.00	\$ 6,600.00	\$ 12.00	\$ 7,920.00	\$ 23.18	\$ 15,298.80
310.03200	Aggregate Base Course (8")	290	TON	\$ 15.00	\$ 4,350.00	\$ 15.00	\$ 4,350.00	\$ 12.00	\$ 3,480.00	\$ 13.00	\$ 3,770.00	\$ 29.00	\$ 8,410.00	\$ 24.97	\$ 7,241.30
321.00200	3" AC Surface Course (12.5mm), {Local}	110	TON	\$ 85.00	\$ 9,350.00	\$ 95.00	\$ 10,450.00	\$ 111.00	\$ 12,210.00	\$ 92.00	\$ 10,120.00	\$ 140.00	\$ 15,400.00	\$ 111.27	\$ 12,239.70
336.01100	Pavement Replacement - MAG Std. Det. 200 Type "A"	15	SY	\$ 77.00	\$ 1,155.00	\$ 100.00	\$ 1,500.00	\$ 100.00	\$ 1,500.00	\$ 50.00	\$ 750.00	\$ 135.00	\$ 2,025.00	\$ 102.00	\$ 1,530.00
340.01110	Vertical Curb & Gutter, MAG 220, Type 'A', H=6"	570	LF	\$ 10.75	\$ 6,127.50	\$ 14.00	\$ 7,980.00	\$ 10.00	\$ 5,700.00	\$ 10.00	\$ 5,700.00	\$ 13.00	\$ 7,410.00	\$ 9.84	\$ 5,608.80
340.01210	Concrete Sidewalk, MAG 230	1,315	SF	\$ 2.50	\$ 3,287.50	\$ 2.50	\$ 3,287.50	\$ 3.00	\$ 3,945.00	\$ 2.50	\$ 3,287.50	\$ 3.00	\$ 3,945.00	\$ 2.02	\$ 2,656.30
340.01300	Pedestrian Ramp, MAG 231	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,300.00	\$ 2,600.00	\$ 1,200.00	\$ 2,400.00	\$ 1,020.00	\$ 2,040.00
340.01452	Driveway Entrance, COA Std. Det. A1252 (Residential)	1,160	SF	\$ 4.00	\$ 4,640.00	\$ 3.75	\$ 4,350.00	\$ 4.00	\$ 4,640.00	\$ 4.50	\$ 5,220.00	\$ 5.00	\$ 5,800.00	\$ 3.52	\$ 4,083.20
340.01600	Concrete Valley Guter & Apron, MAG 240	390	SF	\$ 5.00	\$ 1,950.00	\$ 5.00	\$ 1,950.00	\$ 5.00	\$ 1,950.00	\$ 6.00	\$ 2,340.00	\$ 6.00	\$ 2,340.00	\$ 4.18	\$ 1,630.20
345.01100	Adjust Sewer Manhole to Grade COA Std. Det. 1216	2	EA	\$ 325.00	\$ 650.00	\$ 350.00	\$ 700.00	\$ 375.00	\$ 750.00	\$ 300.00	\$ 600.00	\$ 350.00	\$ 700.00	\$ 255.00	\$ 510.00
345.01410	Adjust Water Valve Box & Cover, COA Det. 1310	2	EA	\$ 300.00	\$ 600.00	\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 200.00	\$ 400.00	\$ 250.00	\$ 500.00	\$ 204.00	\$ 408.00
350.00600	Remove Existing CIPP	320	LF	\$ 8.00	\$ 2,560.00	\$ 10.00	\$ 3,200.00	\$ 10.00	\$ 3,200.00	\$ 8.00	\$ 2,560.00	\$ 9.00	\$ 2,880.00	\$ 14.16	\$ 4,531.20
350.01300	(Sawcut &) Remove Existing Asphalte Pavement	50	SY	\$ 9.50	\$ 475.00	\$ 3.50	\$ 175.00	\$ 6.00	\$ 300.00	\$ 12.00	\$ 600.00	\$ 35.00	\$ 1,750.00	\$ 16.32	\$ 816.00
350.01800	Remove Existing Curb & Gutter	300	LF	\$ 4.00	\$ 1,200.00	\$ 2.50	\$ 750.00	\$ 4.00	\$ 1,200.00	\$ 3.00	\$ 900.00	\$ 6.00	\$ 1,800.00	\$ 5.20	\$ 1,560.00
350.01900	Remove Existing Sidewalk, Driveway, or Valley Gutter	1,240	SF	\$ 1.50	\$ 1,860.00	\$ 1.80	\$ 2,232.00	\$ 2.00	\$ 2,480.00	\$ 2.00	\$ 2,480.00	\$ 3.00	\$ 3,720.00	\$ 0.82	\$ 1,016.80
350.11000	Remove Existing Sewer Service	1	EA	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 1,500.00	\$ 1,500.00	\$ 550.00	\$ 550.00	\$ 510.00	\$ 510.00
350.20001	Remove Existing Fence	155	LF	\$ 10.00	\$ 1,550.00	\$ 1.00	\$ 155.00	\$ 2.00	\$ 310.00	\$ 5.00	\$ 775.00	\$ 6.00	\$ 930.00	\$ 9.87	\$ 1,529.85
401.01000	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,700.00	\$ 1,700.00	\$ 3,876.00	\$ 3,876.00
405.00010	Survey Monument, MAG 120-1 (Type B)	1	EA	\$ 110.00	\$ 110.00	\$ 400.00	\$ 400.00	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 375.00	\$ 375.00	\$ 816.00	\$ 816.00
420.10000	Traffic Control Gate	2	EA	\$ 2,300.00	\$ 4,600.00	\$ 1,250.00	\$ 2,500.00	\$ 2,300.00	\$ 4,600.00	\$ 2,200.00	\$ 4,400.00	\$ 2,100.00	\$ 4,200.00	\$ 2,550.00	\$ 5,100.00
421.30000	Install Fence	145	LF	\$ 41.00	\$ 5,945.00	\$ 25.00	\$ 3,625.00	\$ 45.00	\$ 6,525.00	\$ 35.00	\$ 5,075.00	\$ 38.00	\$ 5,510.00	\$ 15.30	\$ 2,218.50
430.01025	Shrubs - 5 Gallon	52	EA	\$ 34.00	\$ 1,768.00	\$ 100.00	\$ 5,200.00	\$ 15.00	\$ 780.00	\$ 32.00	\$ 1,664.00	\$ 31.00	\$ 1,612.00	\$ 88.27	\$ 4,590.04
430.01053	Tree	2	EA	\$ 700.00	\$ 1,400.00	\$ 750.00	\$ 1,500.00	\$ 400.00	\$ 800.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 816.00	\$ 1,632.00
430.01090	Boulder - Landscaping	8	EA	\$ 100.00	\$ 800.00	\$ 800.00	\$ 6,400.00	\$ 175.00	\$ 1,400.00	\$ 120.00	\$ 960.00	\$ 90.00	\$ 720.00	\$ 637.50	\$ 5,100.00
430.03000	Pre-Emergent Weed Control	1,100	SF	\$ 0.60	\$ 660.00	\$ 0.50	\$ 550.00	\$ 0.11	\$ 121.00	\$ 0.10	\$ 110.00	\$ 0.60	\$ 660.00	\$ 1.11	\$ 1,221.00
430.30000	2" Decomposed Granite	1	LS	\$ 850.00	\$ 850.00	\$ 1,500.00	\$ 1,500.00	\$ 2,100.00	\$ 2,100.00	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 2,754.00	\$ 2,754.00
463.01400	Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)	1	EA	\$ 25.00	\$ 25.00	\$ 10.00	\$ 10.00	\$ 25.00	\$ 25.00	\$ 20.00	\$ 20.00	\$ 15.00	\$ 15.00	\$ 306.00	\$ 306.00
464.02000	Perforated Sign Post	10	LF	\$ 11.00	\$ 110.00	\$ 10.00	\$ 100.00	\$ 10.00	\$ 100.00	\$ 12.00	\$ 120.00	\$ 11.00	\$ 110.00	\$ 10.20	\$ 102.00
464.03000	Peforated Sign Post Foundation	1	EA	\$ 125.00	\$ 125.00	\$ 150.00	\$ 150.00	\$ 105.00	\$ 105.00	\$ 160.00	\$ 160.00	\$ 170.00	\$ 170.00	\$ 102.00	\$ 102.00
465.01003	Flat Sheet Aluminum Sign Panel, Diamond Grade	10	SF	\$ 38.00	\$ 380.00	\$ 30.00	\$ 300.00	\$ 30.00	\$ 300.00	\$ 35.00	\$ 350.00	\$ 33.00	\$ 330.00	\$ 20.40	\$ 204.00
477.80100	100 Watt HPS Ceiling Mounted Streetlight	1	EA	\$ 7,200.00	\$ 7,200.00	\$ 750.00	\$ 750.00	\$ 385.00	\$ 385.00	\$ 2,000.00	\$ 2,000.00	\$ 3,700.00	\$ 3,700.00	\$ 3,060.00	\$ 3,060.00
505.07404	Concrete Scupper, COA Std. Det. A1510	1	EA	\$ 600.00	\$ 600.00	\$ 4,000.00	\$ 4,000.00	\$ 500.00	\$ 500.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,040.00	\$ 2,040.00
505.07514	Concrete Scupper Spillway, COA Std. Det. A1510	14	LF	\$ 45.00	\$ 630.00	\$ 50.00	\$ 700.00	\$ 38.00	\$ 532.00	\$ 50.00	\$ 700.00	\$ 75.00	\$ 1,050.00	\$ 58.29	\$ 816.06
610.05108	8" Vertical Re-Alignment	1	EA	\$ 1,550.00	\$ 1,550.00	\$ 3,000.00	\$ 3,000.00	\$ 2,600.00	\$ 2,600.00	\$ 3,000.00	\$ 3,000.00	\$ 3,700.00	\$ 3,700.00	\$ 3,876.00	\$ 3,876.00
610.06008	8" DIP Waterline & Fittings, Class 350 Restrained Joint	240	LF	\$ 56.00	\$ 13,440.00	\$ 50.00	\$ 12,000.00	\$ 60.00	\$ 14,400.00	\$ 50.00	\$ 12,000.00	\$ 60.00	\$ 14,400.00	\$ 55.25	\$ 13,260.00
610.08511	Fire Hydrant (Wet Barrel) Assembly Complete	1	EA	\$ 5,100.00	\$ 5,100.00	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 4,200.00	\$ 4,200.00	\$ 4,900.00	\$ 4,900.00	\$ 2,958.00	\$ 2,958.00





# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2902-1010 - Avondale Municipal Art Committee Bylaws

**MEETING DATE:**

October 18, 2010

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

**PURPOSE:**

City Council will consider a resolution amending the Municipal Art Committee bylaws to standardize their format and update and clarify the language as needed.

**BACKGROUND:**

At its meeting of October 4, 2010, the Council reviewed the proposed amendments to the Avondale Municipal Art Committee (AMAC) bylaws and gave direction to staff regarding the same.

**DISCUSSION:**

The proposed changes to the bylaws are as follows:

- Remove the "s" in the word "Arts" in the name of the Committee to name the committee *Avondale Municipal Art Committee*.
- Remove the requirement for one member to be an Avondale business owner and another a visual or performing artist and instead welcomes both artists and patrons of the arts as members.
- Remove the membership eligibility criteria and appointment process and refer to the Council Rules of Procedure for specific procedures.
- Allow for a member whose term has expired to remain seated until a successor is appointed.
- Allow the committee to vote to remove a member due to having three unexcused or unexplained absences upon a seven-day notification to the member of the committee's intent to vote on his/her removal. Council action is necessary in order to remove a member from the committee for reasons other than lack of attendance.
- Remove detail for the nomination and appointment of the Chair and Vice Chair and simply indicates that such appointment must take place at the first meeting of the new calendar year.
- Allow alternate members to participate in the meeting (current bylaws require them to attend but do not allow participation in meetings by alternate members).

The majority of the Council concurred with the recommendation from members of the AMAC and staff to drop the "s" from "Arts" in name of the committee to more accurately reflect the current focus, goals and objectives of the committee. It is understood that the name alone should not preclude individuals interested in other types of art from joining the committee.

During the discussion with Council, it was realized that further clarification was needed regarding the fact that three-fourths majority of members, who must be present to vote, is required for the removal of the Chairperson or Vice-Chairperson.

**RECOMMENDATION:**

Staff is recommending adoption of a resolution amending the Bylaws of the Municipal Art Committee to standardize their format and update and clarify the language as needed.

**ATTACHMENTS:**

Click to download

 [Resolution 2902-1010](#)

**RESOLUTION NO. 2902-1010**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, REPEALING THE CITY OF AVONDALE MUNICIPAL ARTS COMMITTEE RULES AND PROCEDURES, AND ADOPTING AVONDALE MUNICIPAL ARTS COMMITTEE BYLAWS.

**BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The City of Avondale Municipal Arts Committee Rules and Procedures, Amended and Restated November 3, 2008, pursuant to Resolution No. 2781-1108, are hereby repealed in their entirety and replaced by the City of Avondale Municipal Arts Committee Bylaws in the form attached hereto in Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed 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, October 18, 2010.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2902-1010

[Municipal Arts Committee Bylaws]

See following pages.

**CITY OF AVONDALE  
MUNICIPAL ARTS COMMITTEE  
BYLAWS**

I. Name.

The name of this organization shall be the *Avondale Municipal Arts Committee* (the "Committee").

II. Powers and Duties of the Committee.

It shall be the duty of the Committee to develop program guidelines and procedures and to advise the City Council and City staff on matters and issues pertaining to the acquisition, maintenance and disposition of works of art, public art displays, monuments and memorials. The Committee shall bring all projects that will require capital expenditure to the City Council for conceptual approval before committing the funds. The Committee will then bring to the City Council a final recommendation on the project and its placement.

At the discretion of the City Council, an amount up to 1/2% of the General Funds transferred to the Capital Improvement Budget may be deposited in a Municipal Arts Fund annually through the budget process. The Committee shall administer this fund in carrying out its mission and program objectives.

The duties of the Committee further include, but are not limited to, the following:

- A. Direct a Public Art program by drafting program guidelines and procedures for the administration of the City's Municipal Arts Program, including a mission and vision statement.
- B. Set long-range program goals with an annual work plan for the Committee, beginning with a mini-symposium on what constitutes public art.
- C. Prepare an inventory of the City's existing public art and an inventory of possible locations for public art displays.
- D. In cooperation with City staff and other organizations, develop schedules for community arts events.
- E. Prepare guidelines for accepting gifts of art including memorials and monuments.
- F. Recommend to the City Council the placement of publicly funded art, gifts or temporary use of loaned art and memorials and/or monuments.
- G. Promote and advocate for the arts and other cultural activities including special cultural events.
- H. Recommend to the City Council funding sources and possible grant opportunities pertaining to the arts.

- I. Promote involvement in all aspects of the arts by enhancing the level of public awareness and involvement in public art.
- J. Support the City Council goals and be consistent with the City's Strategic Plan, Priority Areas and General Plan.

III. Membership and Composition.

- A. Number of Committee Members. The Committee shall be composed of nine regular members (collectively, the "Members"). The Committee shall also have one standing ex-officio member from the West Valley Arts Council ("Ex-officio Member") and up to two alternate members ("Alternate Members"), all of whom shall attend and may participate in Committee meetings but shall not vote in any Committee meeting.
- B. Membership Eligibility and Appointment. The Committee welcomes both artists and patrons of the arts to serve as Members. Each of the Members and each of the Alternate Members shall be Avondale residents. The Ex-officio Member need not be an Avondale resident. In addition, Members and Alternate Members shall meet all eligibility criteria as outlined in the City Council Rules of Procedure. Appointment of Members and Alternate Members shall be conducted according to the same.
- C. Term. Unless appointed to fill a vacancy mid-term, each Member's term of office shall be three years, unless the Member resigns sooner or is removed from his/her position. For initial appointments, staggered terms of two and three years shall be designated.
- D. Term Limits. No Member may serve more than two consecutive terms; provided, however, that a Member appointed to fill a vacancy may serve two consecutive terms after the conclusion of the unexpired term to which he or she was appointed.
- E. Vacancy. Any vacancy on the Committee shall be filled for the unexpired term by the Alternate Member if one has been appointed by the City Council per the established procedures, or by the first Alternate Member if more than one Alternate Member has been appointed by the City Council. If an Alternate Member has not been so appointed, the position shall remain vacant until a new Member is appointed by the City Council to fill the vacancy. In cases of a vacancy due to the expiration of a Member's term, the Member shall remain seated until a successor is appointed.
- F. Attendance. All Members, the Ex-officio Member and the Alternate Members are required to attend all Committee meetings unless excused by the Chairperson. Three successive unexcused or unexplained absences from any regular or special meeting shall be grounds for removal as outlined in Section G below.
- G. Removal. Any Member, the Ex-officio Member or any Alternate Member may be removed upon a vote of not less than five City Council members for any reasonable cause as determined by the City Council; provided, however, that in the case of removal of a Member, the Ex-officio Member or an Alternate Member due to excessive absences, it shall be assumed that said Member, Ex-officio Member or Alternate Member has chosen to forfeit his/her seat on the Committee.

IV. Committee Officers and Staff.

- A. Chairperson and Vice-Chairperson. At the first regularly scheduled Committee meeting of each calendar year, the Committee shall elect a Chairperson and Vice-Chairperson from among the Members. The Chairperson and Vice-Chairperson shall assume responsibilities at the next scheduled meeting. The term of the Chairperson and Vice-Chairperson shall be for one year. Any Member serving as Chairperson or Vice-Chairperson shall be eligible for re-election; provided, however, that each Member may serve no more than two terms per office.
- B. Duties of the Chairperson and Vice-Chairperson. The Chairperson shall (i) preside at all Committee meetings, (ii) decide all points of order and procedure, (iii) appoint committees if necessary and coordinate the work of the committees, (iv) serve as a representative of the Committee to other governmental units on such matters as have been approved and designated by the Committee and (v) perform any duties as required by law, ordinance or these Bylaws. The Chairperson shall have the right to vote on all matters before the Committee and shall have the right to make or second motions in the absence of a motion or a second. The Vice-Chairperson shall act as an aid to the Chairperson and shall perform the duties of the Chairperson in his or her absence or inability to serve. In the absence of the Chairperson and the Vice-Chairperson, the City Staff Liaison shall call the meeting to order and a simple majority of the Members then present shall select an acting Chairperson for the meeting. If the Committee Members present are unable to select an acting Chairperson, the City Staff Liaison shall act as the Chairperson for the meeting but without voting privileges.
- C. Vacancy. A vacancy in the office of Chairperson shall be filled by the Vice-Chairperson. A vacancy in the office of Vice-Chairperson shall be filled by a vote of the Committee at the next meeting of the Members.
- D. Removal. The Chairperson or Vice-Chairperson may be removed from office at any time at a meeting of the Members by an affirmative vote of a three-fourths majority of Members, who must be present to vote.
- E. City Staff Liaison. The Assistant City Manager or authorized designee shall serve as the City Staff Liaison to furnish support to the Committee as requested or required to advise and furnish professional and technical advice.
- F. Legal Counsel. The Committee may request that the City Attorney, or authorized designee provide, legal advice and rulings on points of order, procedure, or other matters related to the Committee's duties.

V. Committee Meetings.

- A. Frequency. Committee meetings shall be held monthly at the City of Avondale Civic Center, Avondale, Arizona, unless posted differently at least 24 hours in advance.
- B. Additional Committee Meetings. Additional Committee meetings may be held on the call of the Chairperson or the request of two or more Members, or by giving

notice to all the Members, the Ex-officio Member and all Alternate Members by telephone or personal delivery or by verbal comment during a regular meeting. All notices shall be given, and posted according to applicable law, at least 24 hours before the meeting.

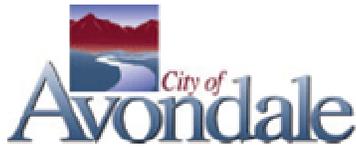
- C. Participation by the Public. Committee meetings shall be open to the public. For any matter under consideration, any person may submit written comments and if attending in person, may speak to the issue upon being recognized by the Chairperson and stating his or her name and, if applicable, the names of any person or organization on whose behalf he or she is appearing.
- D. Quorum. A Committee meeting where a majority of its Members are present shall constitute a quorum. A majority vote of those Members present shall be required to take official action. No action shall be taken at any meeting in absence of a quorum, except to adjourn the meeting to a subsequent date. Neither the Ex-officio Member nor the Alternate Members may vote at any Committee meeting.
- E. Agenda. The agenda shall be prepared by the City Staff Liaison, reviewed by the Chairperson, and posted no less than 24 hours before the Committee meeting in accordance with the Arizona Open Public Meeting Law.
- F. Minutes. Minutes of the proceedings shall be retained and filed with the City Clerk's Department who will, in turn, file and post the minutes according to applicable law.
- G. Open Meeting Law. The Committee is subject to the Arizona Open Public Meeting Law.

VI. Special Committees.

The Committee may create special committees for specific purposes. Such committees shall automatically dissolve when their work is done and after their final report has been accepted by the Committee.

VII. Amendments.

These Bylaws may be amended by the affirmative vote of a two-thirds majority of the Members. The Committee will then forward the amended Bylaws to the City Council for its approval.



# CITY COUNCIL REPORT

**SUBJECT:**

Ordinance 1425-1010 - Amending Chapter 24 -  
Water Services Fees and Deposits

**MEETING DATE:**

October 18, 2010

**TO:** Mayor and Council

**FROM:** Kevin Artz, Finance & Budget Director (623) 333-2011

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt an Ordinance amending the Avondale City Code, Chapter 24, relating to the responsible party, an increase in security deposits, the fee to connect service, and conditions to restore service.

**BACKGROUND:**

In May of 2010 the State Legislature adopted House Bill 2450, which limits the City's ability to collect delinquent utility bills from the owner of rental property under the current City code. The law states "A Municipality shall not require payment of unpaid water and wastewater service rates and charges by anyone other than the person who the Municipality has contracted with to provide service."

The City Code currently allows delinquent utility accounts from tenants to be collected from the landlord prior to establishing new service at a service location. The City has enforced this provision over the past several years, and required payment from the owner of the property if there were any delinquent bills. With the passage of HB 2450 (effective August 1, 2010), the City no longer has the ability to collect delinquent accounts from the owner on their rental properties, under the current City Code.

Staff presented two options to Council in a work session on July 7, 2010. The first option presented was to require the service to be established by service location (in the name of the owner of the property). The second option was to continue to allow tenants to sign up for services and increase the required deposit to \$250 for all new services. Council directed staff to have an open house in an effort to solicit feedback from the community.

Per Council's direction, Staff held a public open house on August 18, 2010 and presented the information to the Neighborhood and Family Services Commission on August 25, 2010.

On September 7, 2010, staff presented an ordinance proposing to increase the deposit to \$175 and allowing the tenant to continue to sign-up for services. Council directed staff to draft a new Ordinance that would combine the two options to require the property owner to sign the contract for service (while allowing the tenant to receive and pay the bill) and to include a requirement to have a deposit for all accounts.

**DISCUSSION:**

The proposed Ordinance has combined provisions from both options that have been presented to Council in the Past.

The Ordinance increases the fee for turning on water service from \$20 to \$60. If the resident needs same day service, the Turn-on fee is \$100.

Real Estate Agents are allowed to turn on water service for inspections for three days by paying a turn-on fee of \$100.

The security deposit is increased from \$75 to \$175 if paid in advance. The deposit is \$200 if billed in installments.

If service has been disconnected for non-payment, the deposit is automatically set at \$250, and must be paid prior to service being restored.

The provision to waive the deposit has been eliminated.

The provision to refund the deposit after one year has been eliminated.

Landlords with rental properties are required to enter an agreement (water service contract) with the City prior to establishing water service, acknowledging the landlord's responsibility to pay delinquent bills as a result of water service at their property. In most cases the deposit paid by the tenant will cover the delinquency.

#### **RECOMMENDATION:**

Staff recommends Council adopt an Ordinance amending the Avondale City Code, Chapter 24, relating to the responsible party, an increase in security deposits, the fee to connect service, and conditions to restore service.

#### **ATTACHMENTS:**

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 [Ordinance 1425-1010](#)

## **ORDINANCE NO. 1425-1010**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 24, WATER, SEWERS AND SEWAGE DISPOSAL, ARTICLE II, MUNICIPAL WATER SYSTEM, RELATING TO AN INCREASE IN THE FEE FOR TURNING ON WATER SERVICE, RESTORATION OF SERVICE, AN INCREASE IN SECURITY DEPOSITS AND THE PERSON LIABLE FOR PAYMENT OF THE BILL; AND PROVIDING FOR SEVERABILITY.

**WHEREAS**, a public hearing was held on August 18, 2010, to solicit input from the community regarding the substantial amount of the delinquent utility fees owed to the City of Avondale; and

**WHEREAS**, the Council of the City of Avondale finds that the proposed increases in certain fees and security deposits are necessary to offset increasing delinquencies on water and sewer accounts; and

**WHEREAS**, the Council of the City of Avondale further finds that the proposed amendments to the Code are necessary to bring the code into compliance with recent changes to state law.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE** as follows:

**SECTION 1.** The foregoing recitals are incorporated as if fully set forth herein.

**SECTION 2.** The Avondale City Code, Chapter 24, Water, Sewers and Sewage Disposal, Article II, Municipal Water System, Division 1, Generally, Section 24-20, Fee for turning on water service, is hereby amended to read as follows:

### **24-20 Fee for turning on water service.**

(A) A charge of ~~twenty~~ SIXTY dollars (\$~~20.00~~ 60.00) shall be made for each turn-on of water service. FOR SAME DAY TURN-ON SERVICE, A CHARGE OF ONE-HUNDRED DOLLARS (\$100.00) SHALL BE MADE FOR EACH TURN-ON OF WATER SERVICE, EXCEPT FOR RE-STARTING SERVICE THAT HAS BEEN DISCONNECTED FOR NON-PAYMENT, WHICH SHALL REQUIRE A CHARGE OF SIXTY DOLLARS (\$60) FOR SAME DAY TURN-ON SERVICE.

(B) NOTWITHSTANDING THE PROVISIONS OF SUBSECTION 24-20(A) ABOVE, A LICENSED REAL ESTATE AGENT MAY REQUEST THAT WATER SERVICE BE TURNED ON AT A RESIDENCE IF THE REAL ESTATE AGENT HAS A CONTRACT TO REPRESENT THE PROPERTY OWNER IN THE SALE OF THE PROPERTY FOR WHICH THE WATER SERVICE IS REQUESTED AND ALL OF THE FOLLOWING CONDITIONS HAVE BEEN MET:

(1) FOR TEMPORARY WATER SERVICE REQUESTED FOR NECESSARY INSPECTIONS:

(a) THE REAL ESTATE AGENT HAS PAID A TURN-ON FEE OF ONE HUNDRED DOLLARS (\$100).

(b) THE WATER SERVICE IS TURNED ON FOR A PERIOD OF NOT LONGER THAN THREE (3) CONSECUTIVE BUSINESS DAYS.

(c) THERE SHALL BE NO WATER CONSUMPTION CHARGE FOR WATER USED ON THE PROPERTY PURSUANT TO A TURN-ON REQUEST FROM A REAL ESTATE AGENT UNDER THIS SUBSECTION 24-20(B)(1) SO LONG AS THE WATER CONSUMPTION ON THE PROPERTY DURING THE THREE (3) DAY PERIOD DOES NOT EXCEED TWO THOUSAND (2,000) GALLONS. THE COST FOR WATER CONSUMPTION ABOVE TWO THOUSAND (2,000) GALLONS SHALL BE THE RESPONSIBILITY OF THE REALTOR.

(2) FOR INDEFINITE WATER AVAILABILITY DURING THE TIME THE REAL ESTATE AGENT IS LISTING THE PROPERTY:

(a) THE REAL ESTATE AGENT HAS PAID THE APPROPRIATE TURN-ON FEE AS SET FORTH IN SUBSECTION 24-20(A) ABOVE.

(b) THE REAL ESTATE AGENT HAS SIGNED AN AGREEMENT PURSUANT TO SUBSECTION 24-49(B) BELOW.

SECTION 3. The Avondale City Code, Chapter 24, Water, Sewers and Sewage Disposal, Article II, Municipal Water System, Division 1, Generally, Section 24-37, Restoration of service, is hereby amended to read as follows:

**24-37 Restoration of service.**

Water service shall not be restored until the delinquent bill is paid, ~~a new~~ THE security deposit ~~of like amount~~ is made IN THE TOTAL AMOUNT OF TWO HUNDRED-FIFTY DOLLARS (\$250), and ~~the~~ AN ADDITIONAL turn on fee is paid.

SECTION 4. The Avondale City Code, Chapter 24, Water, Sewers and Sewage Disposal, Article II, Municipal Water System, Division 2, Rates, Charges, Billing and Collection Procedures, Section 24-46, Security deposit, is hereby amended to read as follows:

**24-46 Security deposit.**

(A) A water security deposit in the following amount shall be required of all consumers as follows:

(1) Residential consumers, ~~seventy five dollars (\$75.00);~~

(a) IF PAID AT TIME OF OPENING ACCOUNT: ONE HUNDRED SEVENTY-FIVE DOLLARS (\$175).

(b) IF PAID IN INSTALLMENTS: TWO HUNDRED DOLLARS (\$200); PROVIDED, HOWEVER, THAT NOT MORE THAN THREE INSTALLMENTS SHALL BE PERMITTED AND THE FIRST TWO INSTALLMENTS SHALL NOT BE LESS THAN EIGHTY DOLLARS (\$80).

(c) IF PAID AFTER A DELINQUENCY AS SET FORTH IN SECTION 24-37 OF THIS CODE: TWO HUNDRED-FIFTY DOLLARS (\$250).

(2) Commercial consumers, ~~one hundred fifty~~ THREE HUNDRED dollars (\$~~150.00~~300.00);

(3) Hydrant meters, one thousand dollars (\$1,000.00).

A separate deposit is required for each meter.

~~(b) — The residential security deposit set forth in subsection (a) of this section may be waived if the customer can produce (i) proof of ownership of the property to be served or (ii) a letter from another utility company showing proof of one (1) year's service to the customer without any payment being more than thirty (30) days late.~~

(eB) Deposits shall not earn interest and shall be refunded to the consumer upon discontinuance of service and payment of charges, provided that the charges may be deducted from the deposit before the refund is made.

(dC) If a consumer fails to pay the water charges for any sixty (60) day period the deposit shall be forfeited to the city.

~~(e) — After one (1) year of continual service, without any payment being made more than thirty (30) days late the security deposit charged to residential and consumers pursuant to subsection (a) of this section shall be refunded to the consumer. The refund shall be based upon individual accounts, regardless of the number of locations within the city to which service has been provided under the account. In the case of a consumer which receives service under more than one (1) account, the deposit for each account will be refunded when the account achieves one (1) year of continual service. The provision of this subsection shall not apply to deposits for hydrant meters charged pursuant to subsection (a) of this section. The refund provided for in this~~

~~subsection shall be paid to the consumer entitled thereto in the form of a credit to said consumer's account.~~

~~(f) All customers of the East Avondale Water Company who were customers of the same water system prior to its acquisition by the City of Avondale, and who have been charged and who have paid a water security deposit, shall be entitled to a refund of said deposit in the form of a credit against their water bills after October 2, 1989.~~

SECTION 5. The Avondale City Code, Chapter 24, Water, Sewers and Sewage Disposal, Article II, Municipal Water System, Division 2, Rates, Charges, Billing and Collection Procedures, Section 24-49, Persons liable for bills, is hereby amended to read as follows:

**24-49 Persons liable for bills.**

(A) When a water security deposit is made, the person in whose name such deposit is made shall SIGN AN AGREEMENT WITH THE CITY ACKNOWLEDGING RESPONSIBILITY ~~be responsible~~ for payment of all bills incurred in connection with the service furnished AND SHALL THEREAFTER BE RESPONSIBLE FOR ALL CHARGES ASSOCIATED WITH WATER SERVICE RELATED TO THAT ACCOUNT UNTIL SUCH ACCOUNT IS CLOSED. ~~In those cases where a deposit is not required or non payment by a tenant has occurred, the person owning the premises shall be responsible for payment of all bills incurred in connection with the services furnished.~~ LANDLORDS OWNING RENTAL PROPERTY SHALL ENTER INTO AN AGREEMENT WITH THE CITY PRIOR TO ANY WATER SERVICE BEING ESTABLISHED FOR A TENANT OF THE LANDLORD. THE AGREEMENT SHALL ACKNOWLEDGE LANDLORD'S RESPONSIBILITY FOR PAYMENT OF DELINQUENT AMOUNTS ON ANY SUCH ACCOUNT ONLY AFTER THE TENANT'S DEPOSIT HAS BEEN FULLY CREDITED TO THE AMOUNT OWED; PROVIDED, HOWEVER, THAT THE CITY SHALL PROVIDE THE LANDLORD NOTICE OF ANY DELINQUENT AMOUNTS ON A TENANT'S ACCOUNT IN ADVANCE OF ASSESSING ANY SUCH COSTS TO THE LANDLORD. THE WATER SERVICE FOR ANY TENANT ACCOUNT THAT HAS BEEN CLOSED DUE TO NON-PAYMENT SHALL BE IMMEDIATELY TRANSFERRED TO THE NAME OF THE LANDLORD. THE LANDLORD SHALL THEREAFTER BE RESPONSIBLE FOR ALL CHARGES FOR WATER SERVICE ON THAT ACCOUNT UNTIL SUCH TIME AS A NEW AGREEMENT IS SIGNED BY A NEW TENANT, A NEW DEPOSIT IS RECEIVED FROM THE NEW TENANT FOR THAT PROPERTY AND ANY DELINQUENT AMOUNTS HAVE BEEN PAID. THE WATER SERVICE FOR ANY ACCOUNT THAT HAS BEEN TRANSFERRED BACK TO THE LANDLORD SHALL NOT BE DISCONNECTED UNLESS REQUESTED BY THE LANDLORD.

(B) A LICENSED REAL ESTATE AGENT REQUESTING WATER TO BE TURNED ON PURSUANT TO SUBSECTION 24-20(B)(2) ABOVE SHALL SIGN AN AGREEMENT WITH THE CITY ACKNOWLEDGING RESPONSIBILITY FOR PAYMENT OF ALL BILLS INCURRED IN CONNECTION WITH THE SERVICE FURNISHED AND SHALL THEREAFTER BE RESPONSIBLE FOR ALL CHARGES ASSOCIATED WITH WATER SERVICE RELATED TO THAT ACCOUNT UNTIL SUCH ACCOUNT IS CLOSED UPON SALE OF THE PROPERTY AND PAYMENT OF ANY AMOUNTS DUE.

SECTION 6. If any provision or any portion of any provision of this Ordinance is for any reason held to be unconstitutional or otherwise unenforceable by a court of competent jurisdiction, such provision or portion thereof shall be deemed separate, distinct and independent of the remaining provisions of this Ordinance and shall be severed therefrom without affecting the validity of the remaining portions of this Ordinance.

SECTION 7. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, October 18, 2010.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney