



**NOTICE OF A SPECIAL MEETING OF THE COMMON COUNCIL  
OF THE TOWN OF CLARKDALE  
Tuesday, April 28, 2015 at 3:00 P.M.  
Clark Memorial Clubhouse, Men's Lounge**

PURSUANT TO A.R.S. §38-431.02, NOTICE IS HEREBY GIVEN to the members of the Common Council of the Town of Clarkdale and to the general public that the Town of Clarkdale Common Council will hold a Special Meeting open to the public on **Tuesday, April 28, 2015, at 3:00 p.m.** in the **Clark Memorial Clubhouse, Men's Lounge, 19 N. Ninth Street, Clarkdale, Arizona.** Members of the Clarkdale Common Council will attend either in person or by telephone, video or internet conferencing. Pursuant to A.R.S. §38-431.03, the Council may vote to recess the meeting and move into Executive Session on any item, which will be held immediately after the vote and will not be open to the public. Upon completion of Executive Session, the Council may resume the meeting, open to the public, to address the remaining items on the agenda.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at [www.clarkdale.az.gov](http://www.clarkdale.az.gov) and the Town Clerk's Office.

The undersigned hereby certifies that a copy of this notice was duly posted on the Community Development Building bulletin board, located at 890 Main Street, Clarkdale, Arizona on April 23, 2015 at 1:00 p.m.

*Kathy Bainbridge*  
KATHY BAINBRIDGE  
CLERK/FINANCE DIRECTOR

*As a reminder, if you are carrying a cell phone, electronic pager, computer, two-way radio, or other sound device, we ask that you turn it off at this time to minimize disruption to this meeting.*

**ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR DISCUSSION AND POSSIBLE ACTION, UNLESS OTHERWISE NOTED.**

- 1. CALL TO ORDER**
- 2. PUBLIC COMMENT** – The Town Council invites the public to provide comments at this time. Members of the Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date. Persons interested in making a comment on a specific agenda item are asked to complete a brief form and submit it to the Town Clerk during the meeting. Each speaker is asked to limit their comments to five minutes.
- 3. CONSENT AGENDA** - The consent agenda portion of the agenda is a means of expediting routine matters that must be acted on by the Council. All items are approved with one motion. Any items may be removed for discussion at the request of any Council Member.
  - A. Reports** - Approval of written Reports from Town Departments and Other Agencies
    - Building Permit Report – March, 2015
    - Magistrate Court Report – March 2015

Water and Wastewater Report – March, 2015

Clarkdale Fire District Report and Mutual Aid Responses Report – March, 2015

Police Department Report – March, 2015

- B. **Proclamation Declaring May 3, 2015 through May 9, 2015 as Youth Week in Clarkdale, Arizona** – Approval of a Proclamation declaring May 3, 2015 through May 9, 2015 as Youth Week in the Town of Clarkdale.
- C. **Verde Valley Humane Society Impound Animal Agreement** – Approval of a 2015-2016 Verde Valley Humane Society Impound Animal Agreement.
- D. **Special Event Liquor License** - Approval of a recommendation to the State Department of Liquor License and Control to approve a Special Event Liquor License for the Verde Valley Wine Consortium's event to be held on Saturday, May 30, 2015 from 9:00 a.m. – 6:00 p.m. at Yavapai College, 601 Black Hills Road, Clarkdale, AZ.
- E. **Wine Festival License** - Approval of a recommendation to the State Department of Liquor License and Control to approve 13 Wine Festival Licenses for the Verde Valley Wine Consortium's event to be held on Saturday, May 30, 2015 from Noon – 6:00 p.m. at Yavapai College, 601 Black Hills Road, Clarkdale, AZ.
- F. **Amendment to Transit Intergovernmental Agreement** - Approval of an amendment to the Intergovernmental Agreement between the Town of Clarkdale and the Yavapai-Apache Nation regarding public transportation.

#### **NEW BUSINESS**

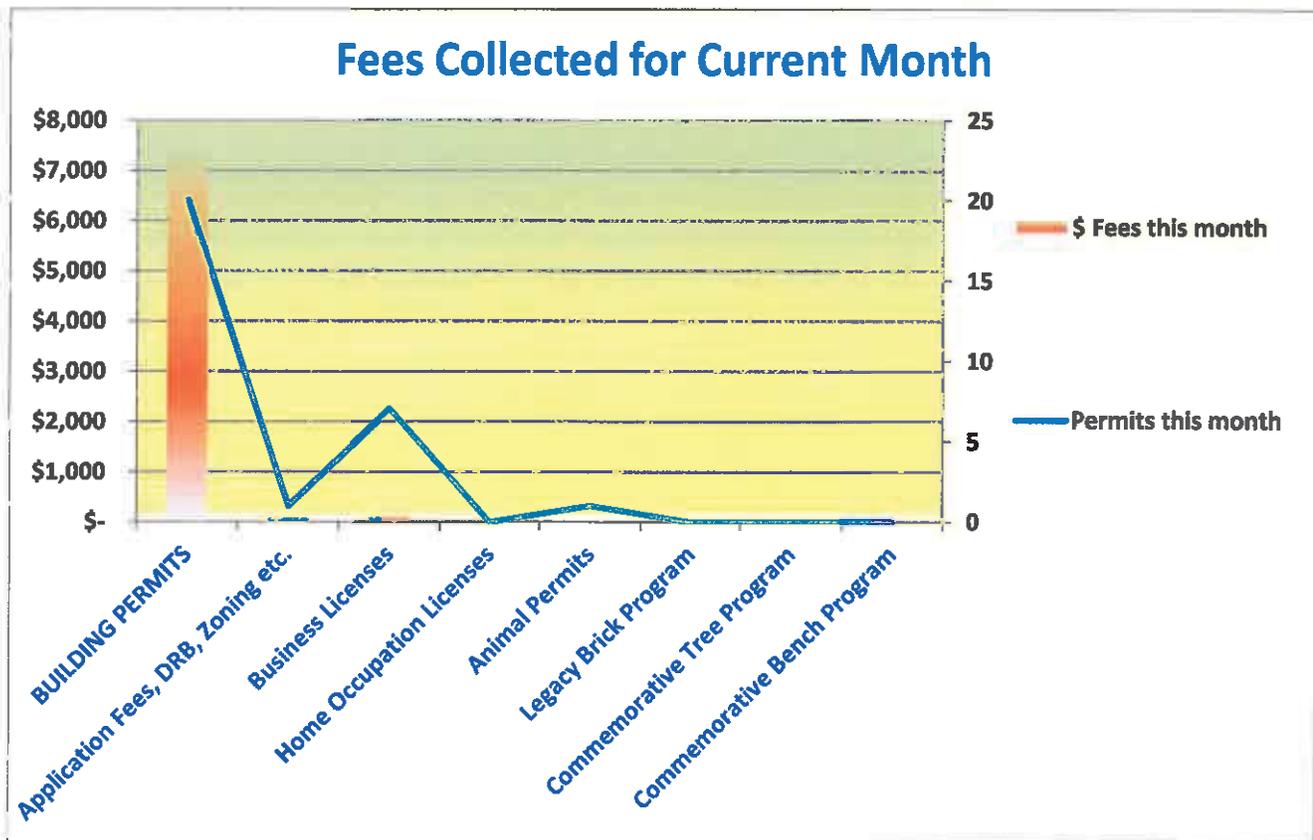
- 4. **YAVAPAI COLLEGE COMMUNITY OUTREACH PRESENTATION** – A presentation by Yavapai College representatives.
- 5. **VERDE FRONT/STRING OF PEARLS PROJECT UPDATE** – A presentation regarding an update on the Verde Front/String of Pearls Project.
- 6. **AMENDMENT TO TOWN OF CLARKDALE'S CONTRACT FOR LEGAL SERVICES WITH SQUIRE PATTON BOGGS** – Discussion and consideration to initiate an amendment to the Town of Clarkdale's contract with Squire Patton Boggs to include legal advice and consulting on issues relating to the United Verde Soil Program.
- 7. **MEMORANDUM OF UNDERSTANDING WITH THE YAVAPAI TRAUMA INTERVENTION PROGRAM (TIP)** – Discussion and consideration of the 2015-2016 Intergovernmental Agreement between the Yavapai Trauma Intervention Program and the Town of Clarkdale for emotional and practical support to victims of traumatic events.
- 8. **FISCAL YEAR 2015-2016 PRELIMINARY BUDGET WORKSESSION**– A work session with the Council regarding the Preliminary Budget for FY 2015-2016
- 9. **FUTURE AGENDA ITEMS** - Listing of items to be placed on a future council agenda
- 10. **ADJOURNMENT**

Persons with a disability may request reasonable accommodations by contacting the Town Hall at 639-2400 (TTY: 1-800-367-8939) at least 72 hours in advance of the meeting.

TOWN OF CLARKDALE  
 Community Development Monthly Report  
 CDD - March 2015.xlsx  
**FEES COLLECTED**

As of 4/2/2015

Type	Current Month Number	\$ Collected		
		Current Month	FY 2014-2015	FY 2013-2014
<b>BUILDING PERMITS</b>	<b>20</b>	<b>\$ 7,472.55</b>	<b>\$ 44,484.05</b>	<b>\$ 31,000.25</b>
Application Fees, DRB, Zoning etc.	1	\$ 90.00	\$ 1,560.00	\$ 4,380.00
Business Licenses	7	\$ 105.00	\$ 5,565.00	\$ 7,580.00
Home Occupation Licenses	0	\$ -	\$ -	\$ -
Animal Permits	1	\$ 10.00	\$ 280.00	\$ 480.00
Legacy Brick Program	0	\$ -	\$ -	\$ -
Commemorative Tree Program	0	\$ -	\$ -	\$ -
Commemorative Bench Program	0	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>29</b>	<b>\$ 7,677.55</b>	<b>\$ 51,889.05</b>	<b>\$ 43,440.25</b>

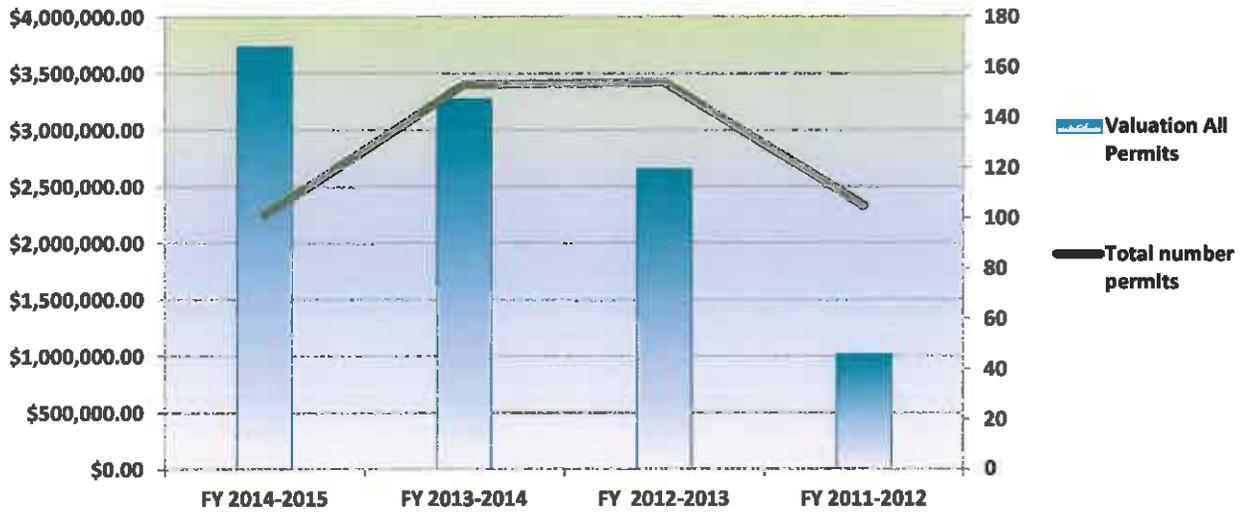


TOWN OF CLARKDALE  
 Community Development Monthly Report  
 CDD - March 2015.xlsx  
 Valuations

As of 4/2/2015

Year	Valuation All Permits	Total Number Permits
FY 2014-2015	<b>\$3,735,285.60</b>	<b>101</b>
FY 2013-2014	\$3,271,773.67	153
FY 2012-2013	\$2,650,844.70	154
FY 2011-2012	\$1,013,578.00	105

**Permit Valuations by Fiscal Year**

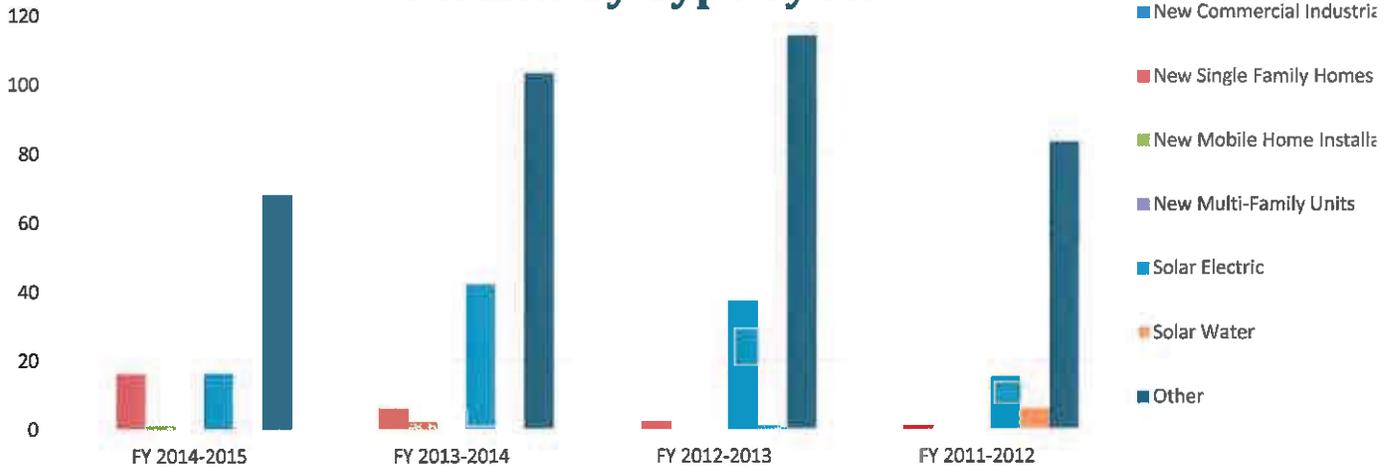


TOWN OF CLARKDALE  
 Community Development Monthly Report  
 CDD - March 2015.xlsx  
**Building Permits**

As of 4/2/2015

Year	New Commercial Industrial	New Single Family Homes	New Mobile Home Installations	New Multi-Family Units	Solar Electric	Solar Water	Other
FY 2014-2015	0	16	1	0	16	0	68
FY 2013-2014	0	6	2	0	42	0	103
FY 2012-2013	0	2	0	0	37	1	114
FY 2011-2012	0	1	0	0	15	6	83

### Permits by Type by Fiscal Year



**NOTE: "Other" category includes remodels, gas water line, walls, fences, accessory structures, roofing, electrical, plumbing, etc.**

TOWN OF CLARKDALE  
 Community Development Monthly Report  
 CDD - March 2015.xlsx  
 Code Enforcement

As of 4/2/2015

Month	Weeds	Vehicles	Trash & Rubbish	Political Signs	Other	TOTAL
Jul-14	2	0	0	0	0	2
Aug-14	2		1			3
Sep-14	2	0	0	0	0	2
Oct-14	1	0	2	0	0	3
Nov-14	0	0	2			2
Dec-14	0	0	1	0	0	1
Jan-15	0	0	1	0	0	1
Feb-15	1	0	1	0	0	2
Mar-15	2	0	2	0	0	4
Apr-15						-
May-15						
15-Jun						-

TOWN OF CLARKDALE  
 Community Development Monthly Report  
 CDD - March 2015.xlsx  
 FY Building Permit Data Entry

Building Permits by Month	New Commercial Industrial	New Single Family Homes	New Mobile Home Installations	New Multi-Family Units	Solar Electric	Solar Water	Other	Total
JUL	0	0	0	0	2	0	4	6
AUG	0	0	0	0	4	0	10	14
SEP	0	12	0	0	4	0	9	25
OCT	0	0	0	0	2	0	5	7
NOV	0	0	0	0	1	0	2	3
DEC	0	1	0	0	1	0	6	8
JAN	0	0	0	0	1	0	8	9
FEB	0	2	0	0	0	0	7	9
MAR	0	1	1	0	1	0	17	20
APR	0	0	0	0	0	0	0	0
MAY	0	0	0	0	0	0	0	0
JUN	0	0	0	0	0	0	0	0
<b>TOTALS</b>	<b>0</b>	<b>16</b>	<b>1</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>68</b>	<b>101</b>

Permit Valuations by Month	\$ Valuation
JUL	\$ 39,964
AUG	\$ 102,957
SEP	\$ 2,244,582
OCT	\$ 47,939
NOV	\$ 19,150
DEC	\$ 198,205
JAN	\$ 45,940
FEB	\$ 467,800
MAR	\$ 568,749
APR	
MAY	
JUN	
<b>TOTALS</b>	<b>\$ 3,735,286</b>

**CLARKDALE MAGISTRATE COURT  
MONTHLY STATISTICAL REPORT - FY 2014/2015**

New Filings	July 14 - Dec 14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	FY -YTD
Criminal Traffic	19	0	4	5				28
Misdemeanors	67	25	21	16				129
DUI	8	2	0	6				16
Domestic Violence <sup>1</sup>	12	3	2	2				19
Civil Traffic	148	23	28	24				223
Local Ordinances	7	2	2	0				11
OOP/Injunctions <sup>2</sup>	8	2	3	0				13
<b>Total Filings</b>	<b>269</b>	<b>57</b>	<b>60</b>	<b>53</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>439</b>
Initials/Arraignments	103	27	39	20				189
Reviews/Order Show Cause	15	0	4	3				22
Civil Traffic Hearings	5	3	0	0				8
Pre-Trial Conferences	63	18	13	17				111
Deferral Pleas	13	0	2	11				26
Change of Plea	11	8	3	5				27
Juvenile Hearings <sup>3</sup>	0	0	0	0				0
Warrants Issued <sup>4</sup>	22	1	8	2				33
Bench Trials Held	0	0	0	0				0
<b>Town General Fund</b>	<b>\$ 14,188.10</b>	<b>\$ 3,879.81</b>	<b>\$ 3,995.03</b>	<b>\$ 3,670.03</b>				<b>\$ 25,732.97</b>
Court Enhancement <sup>5</sup>	\$ 968.55	\$ 260.00	\$ 282.52	\$ 291.62				\$ 1,802.69
Deferred Prosecution Fees <sup>7</sup>	\$ 1,330.00	\$ -	\$ 15.00	\$ -				\$ 1,345.00
Court Appointed Attorney <sup>8</sup>	\$ 236.47	\$ -	\$ 160.00	\$ 20.00				\$ 416.47
JCEF to Town <sup>6</sup>	\$ 176.06	\$ 28.00	\$ 105.00	\$ 14.00				\$ 323.06
State Treasurer	\$ 12,932.17	\$ 3,370.47	\$ 3,658.70	\$ 3,139.13				\$ 23,100.47
Monies to FARE <sup>9</sup>	\$ 1,458.39	\$ 579.80	\$ 453.94	\$ 311.35				\$ 2,803.48
County/Jail	\$ 69.54	\$ 14.12	\$ 19.44	\$ 86.63				\$ 189.73
Citing Agency Revenue	\$ 278.07	\$ 56.49	\$ 77.68	\$ 62.40				\$ 474.64
	\$ 27,643.94	\$ 7,348.89	\$ 7,855.85	\$ 6,972.19	\$ -	\$ -	\$ -	\$ 49,820.87
<b>Grand Total</b>								<b>\$ 49,820.87</b>

<sup>1</sup> Those designated domestic violence (DV) per ARS 13-3601

<sup>2</sup> These include an Order of Protection (OOP) and Injunction Against Harassment (IAH).

<sup>3</sup> Limited to traffic, liquor, graffiti, tobacco, curfew, truancy, or local ordinances (ARS 8-323.B)

<sup>4</sup> Includes Failure to Appear (FTA) and Failure to Pay (FTP)

<sup>5</sup> By Resolution #1419 (1/9/13) \$18.30 with surcharge 83% for court operational and technological upgrade

<sup>6</sup> Primarily \$7 of the statutory \$20 time payment plan fee (ARS 12-116.B) to be used for court improvements

<sup>7</sup> Administration costs (\$1 to \$500) determined by prosecutor and paid to the Town per Resolution #1419

<sup>8</sup> \$25 minimum per Resolution #1419, and court can order more based on financial statement of defendant

<sup>9</sup> Statewide collections enforced with license holds and tax intercepts - imposes 19% surcharge on the amount

**These amounts included in Town General Fund Total**  
This amount included in State Treasurer Total

March, 2015

UTILITIES DEPARTMENT WATER/WASTEWATER MONTHLY REPORT									
DATE ENDING: 3/31/15	ALL WATER USE IN GALLONS		YEARS BASED ON CALENDAR YEARS		DEPTH TO WATER LEVEL		DEPTH TO WATER LEVEL		
Water System	LAST MO.	SAME MO. LAST YEAR	YTD	STATIC	DYNAMIC	RESIDENTIAL GPCD*	YTD RESIDENTIAL GPCD**	TOTAL LAST YEAR WATER GPCD***	% NON-REVENUE WATER
WATER WELLS									
RESERVOIR WELL	N/A		0						
HASKELL SPRINGS WELL	7,015,000	6,465,000	19,140,000	182.3	195.0		193.3		
MESCAL WELL									
MOUNTAIN GATE WELL	8,552,000	10,306,000	23,310,000						
CITY OF COTTONWOOD									
TOTAL PRODUCTION	15,567,000	16,771,000	42,450,000						
WATER USE	LAST MO.	SAME MO. LAST YEAR	YTD			LAST YEAR RESIDENTIAL GPCD*	YTD RESIDENTIAL GPCD**	TOTAL LAST YEAR WATER GPCD***	% NON-REVENUE WATER
# RESIDENTIAL ACCTS	1,744	786				70	50	78	46%
# COMM ACCTS	30	22							
# GOV ACCTS	25	17							
# OTHER ACCTS	8	3							
# INDUSTRIAL	5	4							
TOTAL ACCTS	1,812	832							
RESIDENTIAL USE	6,126,741	2,099,236	18,127,817						
COMM USE	236,829	178,028	621,853			*102,523,480/1,709/365/2.3			
GOV USE	257,371	753,729	764,890			**18,127,817/1,744/90/2.3			
OTHER USE	21,925	40,072	129,797			***118,080,647/1,801/365/2.3			
INDUSTRIAL USE	50,548	16,862	93,270						
TOTAL CLARKDALE USE	6,693,414	3,087,927	19,737,627						
Cottonwood Ranch	1,487,000	2,263,000	4,097,000						
TOTAL OTHER USE	8,180,414	5,350,927	23,834,627						
TOTAL USE	139,100	290,600	387,000						
Non Revenue - Backwash	13,300	46,750	46,750						
Non Revenue - flushing	8,332,814	5,641,527	24,268,377						
COMMENTS: MAR	Water Call Outs								
Water Main Repair:	0								
Water Service Repair:	0								
Wastewater System	ALL WASTEWATER TREATED IN GALLONS (INFLUENT)								
	LAST MO.	SAME MO. LAST YEAR	YTD			LAST YTD			
# ACCTS	1,044	1,034							
WASTEWATER TREATED	4,357,025	4,315,877	12,799,908			12,682,293			

NOTE: TOTALS FOR SAME MO. LAST YEAR REFLECT FIRST TIME MONTHLY SINGLE BILLING.



CLARKDALE FIRE DISTRICT  
 Monthly Call Report  
 March 2015

Call Type	Call Volume By Month 2015												Total YTD
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
Brush Fire	0	0	0										0
Commercial Fire	3	2	1										6
Special Duty	14	3	8										25
EMS - ALS	16	17	20										53
EMS - BLS	12	7	17										36
Hazardous Materials	0	1	1										2
Rescue	3	2	1										6
Residential Fire	0	0	0										0
Still	4	2	2										8
Other	0	0	0										0
<b>Total Calls</b>	<b>52</b>	<b>34</b>	<b>50</b>	<b>0</b>	<b>136</b>								

Call Type	Call Volume By Month 2014												Total YTD
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
Brush Fire	0	0	0	1	0	2	3	0	0	0	0	0	6
Commercial Fire	1	0	2	1	3	5	0	0	0	4	0	3	19
Special Duty	5	11	10	14	20	21	10	13	18	17	12	9	160
EMS - ALS	15	20	21	17	19	15	15	22	12	18	12	23	209
EMS - BLS	6	10	19	13	9	8	15	14	17	19	11	7	148
Hazardous Materials	0	0	0	0	0	0	0	0	0	0	0	0	0
Rescue	3	1	3	3	6	4	3	1	3	2	0	2	31
Residential Fire	2	2	1	0	2	1	0	2	1	0	4	2	17
Still	4	2	4	1	1	2	2	2	2	2	5	2	29
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Calls</b>	<b>36</b>	<b>46</b>	<b>60</b>	<b>50</b>	<b>60</b>	<b>58</b>	<b>48</b>	<b>54</b>	<b>53</b>	<b>62</b>	<b>44</b>	<b>48</b>	<b>619</b>

Definitions:

- EMS - BLS    Emergency medical services, basic life support
- EMS - ALS    Emergency medical services, advanced life support
- Rescue        Vehicle accidents, rope rescue, confined space, etc.
- Still            Vehicle fires, trash bin fires, activated alarms, etc.
- Special Duty    Snake/Bee removals, public assist, smoke detector issues

CLARKDALE FIRE DISTRICT  
Automatic Mutual Aid Report  
March 2015

	Volume of Calls by Month, 2015												Total YTD
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
<b>Automatic Aid Given</b>													
Cottonwood FD	4	3	1										8
Jerome FD	1	0	0										1
Verde Valley FD	0	0	0										0
Other	0	0	0										0
<b>Automatic Aid Received</b>													
Cottonwood FD	3	2	2										7
Jerome FD	0	0	0										0
Verde Valley FD	1	0	0										1
Other	0	0	0										0
<b>Mutual Aid Given</b>	0	0	2										2
<b>Mutual Aid Received</b>	1	0	1										2

	Volume of Calls by Month, 2014												Total YTD
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
<b>Automatic Aid Given</b>													
Cottonwood FD	3	2	4	0	6	6	0	4	1	3	1	0	30
Jerome FD	2	0	1	2	5	3	4	0	3	0	0	1	21
Verde Valley FD	1	0	0	0	0	0	0	1	0	0	2	2	6
Other	0	0	0	0	0	0	0	0	0	0	0	1	1
<b>Automatic Aid Received</b>													
Cottonwood FD	2	2	1	5	1	2	1	0	1	4	1	6	26
Jerome FD	0	0	1	0	0	2	0	0	0	0	0	0	3
Verde Valley FD	0	0	0	1	1	0	0	0	1	0	1	3	7
Other	0	0	0	0	0	0	0	0	0	0	0	1	1
<b>Mutual Aid Given</b>	0	0	0	1	1	0	1	1	0	0	0	1	5
<b>Mutual Aid Received</b>	2	2	1	0	0	0	0	0	0	1	0	0	6

**Automatic Aid** is a formal agreement between area fire departments and occurs whenever certain predetermined conditions exist and are reported to the 911 dispatcher from the caller. Automatic Aid is a sharing of local resources.

**Mutual Aid** is reciprocal agreement between regional and state wide fire departments. Responses under a Mutual Aid agreement are usually provided only when an agency asks for assistance, such as when it's resources are depleted by an unusually large incident or a number of simultaneous small incidents. Specific resources may also be requested for certain situations, such as hazardous materials and rope rescue teams.

**Clarkdale Fire District**  
 Fire Hydrant Report  
 March 2015

**Clarkdale Utilities Out-of-Service Hydrants**

Hydrant #	Locations	Remarks	Marked out of Service*	Priority

\* Hydrants marked "out-of-service" have been covered with a bag or out of service ring

**Clarkdale Utilities Hydrant In-Service, Requiring Maintenance**

Hydrant #	Locations	Remarks	Priority
432	1650 Edgewood Dr	Needs to be raised	

**Private/Other Out-of-Service Hydrants**

Hydrant #	Locations	Remarks	Owner
47	Russell Street at East end	Broken Stem	Yavapai / Apache
155	1623 Beecher St.	Crack in bonnet	Yavapai / Apache

**Comments:** The Nation plans to remove the Russel St hydrant and replace it with a flush valve. They are waiting for funding and plan to replace the cracked Beecher St hydrant at the same time.



Clarkdale Police  
all Data Taken from Offense Fields

	CURREN T MONTH	PREVIU S MONTH	% CHANGE	YEAR TO DATE	PREVIU S YEAR TO DATE	% CHANGE
	Mar 2015	Feb 2015		Jan-Mar 2015	Jan-Mar 2014	

<b>Other Activities</b>						
Alarms	1	5	(80.0)	17	15	13.3
Doors/Windows Open	0	0	0.0	3	1	200.0
Suspicious Persons/Vehicles	19	20	(5.0)	54	31	74.2
Weapon Offenses	0	0	0.0	0	0	0.0
Citizen Assists	14	18	(22.2)	64	62	3.2
Serve Papers	1	1	0.0	4	2	100.0
EMS/Rescue/Fire Calls (Clarkdale)	0	1	(100.0)	2	17	(88.2)
Assist Other LE Agencies	44	26	69.2	78	41	90.2
Suicide	0	0	0.0	0	0	100.0
Total Other Activities	79	71	11.3	222	169	31.4

Total All Categories Above	218	188	16.0	566	516	9.7
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<b>House Watch</b>						
House Watch (Total Houses Per Month)	1	1	0.0	3	22	(86.4)

<b>Arrests</b>						
Adult	11	15	(26.7)	31	25	24.0
Juvenile	0	0	0.0	0	7	(100.0)
Total Arrests	11	15	(26.7)	31	32	(3.1)

<b>Other Police Department Hours **</b>						
Reserve Time	114	114	0.0	457	0	100.0
Ambassador Time	128	128	0.0	457	0	100.0
Volunteer Time	0	0	0.0	35	3	100.0

**Traffic**

We had two vehicle accidents this month, resulting in property damages. There were no injuries to report. A total of four DUI arrests were made. Two parking violations investigated. 31.1% increase in total traffic related issues.

**Crime**

During the month of March we had two sexual assault cases. Major property crimes included one burglary, the suspect is currently at YCDF and two thefts. Other crimes reported included two disorderly conduct, suspect being disorderly and pushing an individual. . There were three drug offenses, a found pipe at the school, the other two were both possessions of marijuana. There were 32 related animal offenses for the month of March.

Clarkdale officers made 11 arrests for the month, all of which were adults.



# Staff Report

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Agenda Item:           **Proclamation Declaring May 3, 2015 through May 9, 2015 as Youth Week in Clarkdale, Arizona – Approval of a Proclamation declaring May 3, 2015 through May 9, 2015 as Youth Week in the Town of Clarkdale.**

Sponsored By:       Doug Von Gausig, Mayor

Staff Contact:       Kathy Bainbridge, Town Clerk/Finance Director

Meeting Date:       April 28, 2015

Background:       Each year the Benevolent and Protective Order of Elks selects a week to honor our local youth. This year they have selected May 3<sup>rd</sup> through May 9<sup>th</sup> as National Youth Week to honor America's Junior Citizens for their accomplishments and to give a fitting recognition of their services to Community, State, and Nation.

Recommendation:   Staff recommends that council approve the Proclamation declaring May 3, 2015 through May 9, 2015 as Youth Week in the Town of Clarkdale.

# Proclamation

Proclaiming May 3<sup>rd</sup> through May 9<sup>th</sup>, 2015 as  
Town of Clarkdale Youth Week

*Whereas, The Benevolent and protective order of Elks has designated the May 3<sup>rd</sup> through May 9<sup>th</sup>, as Youth Week to honor America's Junior Citizens for their accomplishments, and to give fitting recognition of their services to Community, State and Nation; and*

*Whereas, Jerome Lodge #1361 will sponsor an observance during that week in tribute to the Junior Citizens of this community; and*

*Whereas, no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resources, and who in the years ahead will assume the responsibility for the advancement of our free society; and*

*Whereas, our Youth need the guidance, inspiration and encouragement which we alone can give in order to help develop those qualities of character essential for future leadership; and go forth to serve America; and*

*Whereas, to achieve this worthy objective, we should demonstrate our partnership with Youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship.*

*Now, Therefore, the Mayor and the Town Council of the Town of Clarkdale do hereby proclaim the first week in May as Youth Week, and urge all departments of government, civic, fraternal and patriotic groups, and our citizens generally, to participate wholeheartedly in its observance.*

*Dated this 28<sup>th</sup> day of April, 2015*

*Doug Von Gausig, Mayor*



# Staff Report

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**Agenda Item:**            **Verde Valley Humane Society Impound Animal Agreement – Approval of a 2015-2016 Verde Valley Humane Society Impound Animal Agreement.**

**Staff Contact:**            Kathy Bainbridge, Town Clerk/Finance Director

**Meeting Date:**            April 28, 2015

**Background:**    Since 1993 the Town of Clarkdale has been contracting with the Verde Valley Humane Society (VVHS) for animal impound services. The cost of these services in 2010 - 2011 was \$7,713.96, \$7,800.00 for 2011- 2012 and \$8,025.00 for 2012 - 2013. The cost of services stayed the same for 2013-2014, 2014-2015 and 2015-2016.

**Recommendations:**    To approve the 2015-2016 Verde Valley Humane Society Impound Animal Agreement.

AGREEMENT BETWEEN  
THE TOWN OF CLARKDALE  
AND THE  
VERDE VALLEY HUMANE SOCIETY

This Contract is made and entered into this 1<sup>st</sup> day of July 2015, by and between The Town of Clarkdale, a municipal corporation, (hereinafter called "the TOWN") and Verde Valley Humane Society, Inc., an Arizona nonprofit corporation, d/b/a Adopt for Life Center for Animals (hereinafter called "the HUMANE SOCIETY").

WHEREAS, the TOWN desires to provide an animal shelter facility for the benefit of its citizens; and

WHEREAS, the HUMANE SOCIETY desires to operate such a facility for the benefit of the TOWN; and

WHEREAS, the TOWN and the HUMANE SOCIETY are empowered to make such an Agreement;

NOW, THEREFORE, the parties do hereby mutually covenant and agree as follows:

1. PURPOSE. This agreement is made for the purpose of providing services of an animal shelter for the residents of the TOWN.
2. HUMANE SOCIETY SERVICES.

A. The HUMANE SOCIETY agrees to receive all stray or at-large animals delivered by the Animal Control Officers of the TOWN and stray or at-large animals delivered by private citizens of the TOWN, and to provide all necessary care for these animals for a minimum of seventy-two (72) hours, or one hundred twenty (120) hours for an animal that is wearing a license as required by A.R.S. 11-1013, unless the animal is claimed sooner by its owner. Any diseased, injured or feral animals may be destroyed at any point after impoundment in order to relieve the animal from suffering, to prevent the spread of disease, or to protect the safety of the other animals already housed at the Shelter.

There shall be no charge for stray canines or felines brought to the shelter by citizens of the TOWN. However, an owned animal surrendered by its owner or the owner's agent shall require a surrender fee. If the animal surrendered is to be held for possible adoption, a surrender fee is assessed per animal. These fees shall be payable by the owner at the time of surrender.

If the owner surrenders an animal directly at the Shelter to be euthanized or cremated, the owner shall be responsible for all applicable charges for these services at the time of surrender. If Animal Control transports an owner-surrendered animal to the Shelter as a courtesy to the owner, the fees shall still be payable as if the owner had personally surrendered the animal at the Shelter. All owner surrenders transported by Animal Control must be approved by the VVHS Shelter Director prior to the transport of the animal to the Shelter. Acceptance of owner surrendered animals will be at the discretion of the HUMANE SOCIETY, and based on space availability.

The TOWN, by transporting the owned-animal to the Shelter, accepts the responsibility for paying all applicable fees in the event the owner does not do so within thirty (30) days of the surrender date. The HUMANE SOCIETY shall not absorb the surrender, euthanization or cremation costs of owner-surrendered animals brought in by Animal Control.

The HUMANE SOCIETY, as agent for the TOWN, may place an unclaimed animal which has been impounded for 72 hours or more, or one hundred twenty (120) hours for an animal that is wearing a license, or longer, up for adoption or effect the disposition of the animal in a humane fashion. The HUMANE SOCIETY may dispose of sick, diseased, injured or feral animals at any point following impoundment. There is no mandatory minimum holding period in such cases as long as the disposition is done to relieve the animal of suffering, to prevent the spread of disease, or to secure the safety and welfare of the VVHS staff, public, or the remaining animals at the Shelter. The HUMANE SOCIETY shall be responsible for all costs of euthanizing these animals. All euthanization shall be done by a licensed veterinarian or a person certified by a veterinarian, and in compliance with the provisions of A.R.S. Title 11, §1021. The HUMANE SOCIETY shall be responsible for the disposition of the remains of any animal so destroyed.

B. All impound fees received by the HUMANE SOCIETY for animals whose owners reside within TOWN limits shall be payable to and retained by the HUMANE SOCIETY. All adoption fees shall be payable to and retained by the HUMANE SOCIETY. The HUMANE SOCIETY shall establish and implement a spay/neuter program, in accordance with the provisions of A.R.S. Title 11, §1022, to provide assistance in animal population control in the Clarkdale area.

3. FEES. The TOWN shall pay to the HUMANE SOCIETY the sum of \$8,025.00 in twelve (12) monthly payments of 668.75. Those canines and felines required by the TOWN to be confined, and/or quarantined in the Shelter in order to be observed for signs of disease, or as a consequence of having bitten, or for some other appropriate reason, the TOWN shall pay to the HUMANE SOCIETY the sum of *Ten Dollars* (\$10.00) per day of confinement, in the event these charges are not paid by the animal's owner. The HUMANE SOCIETY shall not absorb the costs for mandatory confinement or quarantine.

4. PERSONNEL. The HUMANE SOCIETY shall be responsible for staffing the animal control facility, with paid personnel or volunteers. All compensated personnel shall be considered employees of the Verde Valley Humane Society which shall be responsible for the payment of wages, salaries and fringe benefits. Under the supervision of the HUMANE SOCIETY personnel, community service workers from the several area courts may be utilized in place of paid workers. The HUMANE SOCIETY shall insure that the animal control facility is sufficiently staffed to provide adequate care for impounded animals.

5. RESPONSIBILITY OF ANIMAL CONTROL. The Animal Control Officer, or an equivalent person working on behalf of the TOWN, shall retain control of, and responsibility for, the impounded animal until said animal is properly confined in the kennel and the appropriate paper work is completed by the Officer. It shall be only at this point that the control of, and responsibility for, the animal becomes that of the HUMANE SOCIETY. VVHS Shelter staff may, at its discretion, assist an Animal Control Officer, but shall be under no obligation to do so.

6. **BUSINESS RECORDS.** The HUMANE SOCIETY agrees to maintain records of all the TOWN animals received, adopted, claimed by their owners (RTO), or destroyed. The HUMANE SOCIETY agrees to provide the Town completed documentation within five (5) working days of all impounded animals claimed (RTO) to the owner.

7. **TERM.** The term of this Agreement shall be for a period of twelve (12) months, commencing on 1 July 2015, and ending June 30, 2016. At the expiration of this Contract, if the TOWN continues to use the HUMANE SOCIETY services, it shall do so under the terms of this Contract until a new Contract between the parties is signed. Any increase or decrease in fees under the terms of the new Contract shall be retroactive to the beginning date of the new Agreement and shall be due and payable to the party owed within thirty (30) days of signing the new Contract.

8. **ENTIRE AGREEMENT; MODIFICATION.** This Contract represents the entire agreement between the parties hereto, and supersedes any prior agreement or understanding of the parties, whether oral or written. The parties may, from time to time, agree to modify the terms hereof as may be reasonable and necessary to maintain an efficient, humane shelter operation and provide adequate services to the residents of the TOWN. No modification of this Agreement shall be binding unless stated in writing and signed by both parties hereto.

9. **INDEMNIFICATION.** Each party hereto shall indemnify, defend, and hold harmless the other party from all claims, losses, damages, or injury of any kind or character, including the other party's attorney's fees and costs of defense arising from the negligent performance of services by that party and/or its employees or agents.

10. **RESERVATION OF RIGHTS.** Notwithstanding any other provision of this Agreement to the contrary, any agreement by one party to indemnify, defend, and hold harmless the other party shall be limited to, and be payable only from, the indemnifying party's contractually assumed liability insurance coverage available as a part of its general liability insurance program.

11. **DISPUTE MEDIATION.** If a dispute arises out of or relates to this Agreement, or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within ten (10) days, either party may request the Presiding Judge of the Superior Court of Yavapai County to assign a mediator from a list of experienced mediators maintained by the Arizona Municipal Risk Retention Pool.

12. **CANCELLATIONS FOR CONFLICT OF INTEREST.** The parties agree that this Agreement may be cancelled for conflict of interest, in accordance with A.R.S. §38-511.

13. All books, accounts, reports, files and other records relating to the Agreement shall be subject to inspection and audit by the Town for five years after completion of the Agreement as provided in A.R.S. 35-214.

14. **Non-Availability of Funds:** Every payment obligation of the Town under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this

Agreement may be terminated by the Town at the end of the period for which the funds are available. No liability shall accrue to the Town in the event this provision is exercised, and the Town shall not be obligated or liable for any future payments as a result of termination under this paragraph.

15. Legal Arizona Workers Act Compliance. In compliance with A.R.S. 41-4401, the HUMANE SOCIETY hereby warrants that it will, at all times during the term of this Contract, comply with all federal immigration laws applicable to The HUMANE SOCIETY employment of its employees, and with the E-Verify requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). HUMANE SOCIETY shall further ensure that each SUBCONTRACTOR who performs any work for the HUMANE SOCIETY under this Contract likewise complies with the State and Federal Immigration Laws.

The HUMANE SOCIETY agrees and warrants that the TOWN shall have the right at any time to inspect the books and records of the HUMANE SOCIETY and any SUBCONTRACTOR in order to verify such party's compliance with the State and Federal Immigration Laws. The HUMANE SOCIETY agrees that any act by the HUMANE SOCIETY or SUBCONTRACTOR that results in the impediment or denial of access of the books and records of THE HUMANE SOCIETY or SUBCONTRACTOR shall be a material breach of the Contract on the part of the HUMANE SOCIETY.

Nothing herein shall make the HUMANE SOCIETY or SUBCONTRACTOR an agent or employee of the TOWN. Nothing herein shall act to establish privity of Contract between the TOWN and any SUBCONTRACTOR.

Any breach of the HUMANE SOCIETY or any SUBCONTRACTOR'S warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting the HUMANE SOCIETY to penalties up to and including suspension or termination of this Contract. If the breach is by a SUBCONTRACTOR, and the SUBCONTRACTOR is suspended or terminated as a result, the HUMANE SOCIETY shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the SUBCONTRACTOR or retain a replacement SUBCONTRACTOR (subject to the TOWN approval) as soon as possible so as not to delay project completion and at no additional expense to the TOWN. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the HUMANE SOCIETY.

The HUMANE SOCIETY shall advise each SUBCONTRACTOR of the TOWN's rights and the SUBCONTRACTOR'S obligations under this Article by including a provision in its Agreement with each SUBCONTRACTOR in the following form:

SUBCONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to SUBCONTRACTOR'S employees, and with the E-Verify requirements of A.R.S. §23-214(A). SUBCONTRACTOR further agrees that the Town of Clarkdale may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this Contract subjecting

SUBCONTRACTOR to penalties up to and including suspension or termination of their Contract.

16. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Town Clerk  
Town of Clarkdale  
39 N. Ninth Street  
P.O. Box 308  
Clarkdale, AZ 86324

Michelle Masters, President  
Verde Valley Humane Society  
1520 W. Mingus Avenue  
Cottonwood, AZ 86326

17. Pursuant to A.R.S. Section s 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section, the term "scrutinized business operations" shall have the meanings set forth in A.R.S. Section 35-391 or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

18. The parties agree to comply with Executive Order 99-4 concerning equal opportunity.

IN WITNESS WHEREOF, the parties have executed this Agreement the \_\_\_\_\_ day of April, 2015.

**TOWN OF CLARKDALE**

**VERDE VALLEY HUMANE SOCIETY**

\_\_\_\_\_  
Doug Von Gausig, Mayor

\_\_\_\_\_  
Michelle Masters, President

ATTEST:

\_\_\_\_\_  
Kathy Bainbridge, Town Clerk

\_\_\_\_\_  
VV Humane Society, Secretary

APPROVED AS TO FORM:

Boyle, Pecharich, Cline, Whittington & Stallings, Town Attorney

\_\_\_\_\_  
By Robert S. Pecharich



# Staff Report

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**Agenda Item:**           **Special Event Liquor License** - Approval of a recommendation to the State Department of Liquor License and Control to approve a Special Event Liquor License for the Verde Valley Wine Consortium's event to be held on Saturday, May 30, 2015 from 9:00 a.m. – 6:00 p.m. at Yavapai College, 601 Black Hills Road, Clarkdale, AZ.

**Staff Contact:**           Kathy Bainbridge, Town Clerk-Finance Director

**Meeting Date:**           April 28, 2015

**Background:**           The Verde Valley Wine Consortium has requested a Special Event Liquor License for an event to be held on Saturday, May 30, 2015 from 9:00 a.m. – 6:00 p.m. at Yavapai College, 601 Black Hills Road, Clarkdale, AZ.

**Recommendation:**   Staff recommends that the Town Council approve a recommendation to the State Department of Liquor License and Control to approve a Special Event Liquor License for Verde Valley Wine Consortium's event to be held on Saturday, May 30, 2015 from 9:00 a.m. – 6:00 p.m. at Yavapai College, 601 Black Hills Road, Clarkdale, AZ.

Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

FOR DLLC USE ONLY

Event date(s): \_\_\_\_\_

Event time start/end: \_\_\_\_\_

**APPLICATION FOR SPECIAL EVENT LICENSE**  
Fee= \$25.00 per day for 1-10 days (consecutive)  
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

**IMPORTANT INFORMATION: This document must be fully completed or it will be returned.**

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

**SECTION 1** Name of Organization:  Verde Valley Wine Consortium

**SECTION 2** Non-Profit/IRS Tax Exempt Number: 27-4412087

**SECTION 3** The organization is a: (check one box only)  
 Charitable (501.C)  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises?  
 Yes  No

Southwest Wine Center 13133045 928-300-1604  
Name of Business License Number Phone (include Area Code)

**SECTION 5** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?  
Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.  
 Place license in non-use  
 Dispense and serve all spirituous liquors under retailer's license  
 Dispense and serve all spirituous liquors under special event  
 Split premise between special event and retail location  
  
(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

**SECTION 6** What is the purpose of this event?  On-site consumption  Off-site (auction)  Both

**SECTION 7** Location of the Event:  
Address of Location: 601 Black Hill Dr Clarkdale Yavapai 86324  
Street City County/State Zip

**SECTION 8** Will this be stacked with a wine festival/craft distiller festival?  Yes  No

**SECTION 9** Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Levy Mitchell David 11/30/57  
Last First Middle Date of Birth

2. Applicant's mailing address: 612 Bootleg Rd Clarkdale AZ 86324  
Street City State Zip

3. Applicant's home/cell phone: (602) 301-2307 Applicant's business phone: (928) 649-8733

4. Applicant's email address: MDLSR@cox.net

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes  No (if yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 2  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event?  Yes  No  
 (if yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Verde Valley Wine Consumption Percentage 100%  
 Address 102 E Pima ST. Cottonwood AZ 86326  
Street City State Zip

Name \_\_\_\_\_ Percentage \_\_\_\_\_  
 Address \_\_\_\_\_  
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license: rules and R19-1-205 Requirements for a Special Event License.

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**

**"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"**

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

1 Number of Police \_\_\_\_\_ Number of Security Personnel  Fencing  Barriers

Explanation:  campus police will be on scene during the event. There will also be several student and foundation volunteers on site to facilitate traffic and crowd control.

**SECTION 11** Date(s) and Hours of Event. May not exceed 10 consecutive days.

See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>MAY 30 2015</u>	<u>Saturday</u>	<u>9am</u>	<u>6pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**SECTION 13** This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, \_\_\_\_\_ declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print full name)  
 appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X \_\_\_\_\_  
(Signature) Title/ Position Date Phone #

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

My Commission Expires on: \_\_\_\_\_  
Date Signature of Notary Public

**SECTION 14** This section is to be completed only by the applicant named in Section 9.

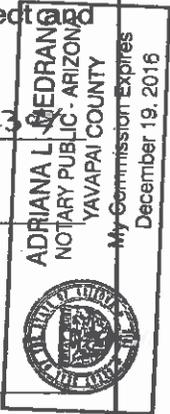
I, Mitchell D. Levy declare that I am the APPLICANT filing this application as  
(Print full name)  
 listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] Board member 4/13/15 602-301-2347  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 13th April 2015  
Day Month Year

State Arizona County of Yavapai

My Commission Expires on: 12/19/16 [Signature]  
Date Signature of Notary Public



The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (title)

on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone

**FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_



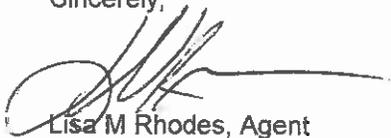
March 21, 2015

Debbie Wunderly  
Arizona Department of Liquor  
Licensing Division  
800 West Washington 5<sup>th</sup> Floor  
Phoenix, AZ 85007

Dear Debbie:

Yavapai Community College, agrees to suspend its AZ Domestic Farm Winery License #13133045, for the date of May 30, 2015. The purpose of this suspension is to allow the Verde Valley Wine Consortium to hold a special event at the College on this date.

Sincerely,

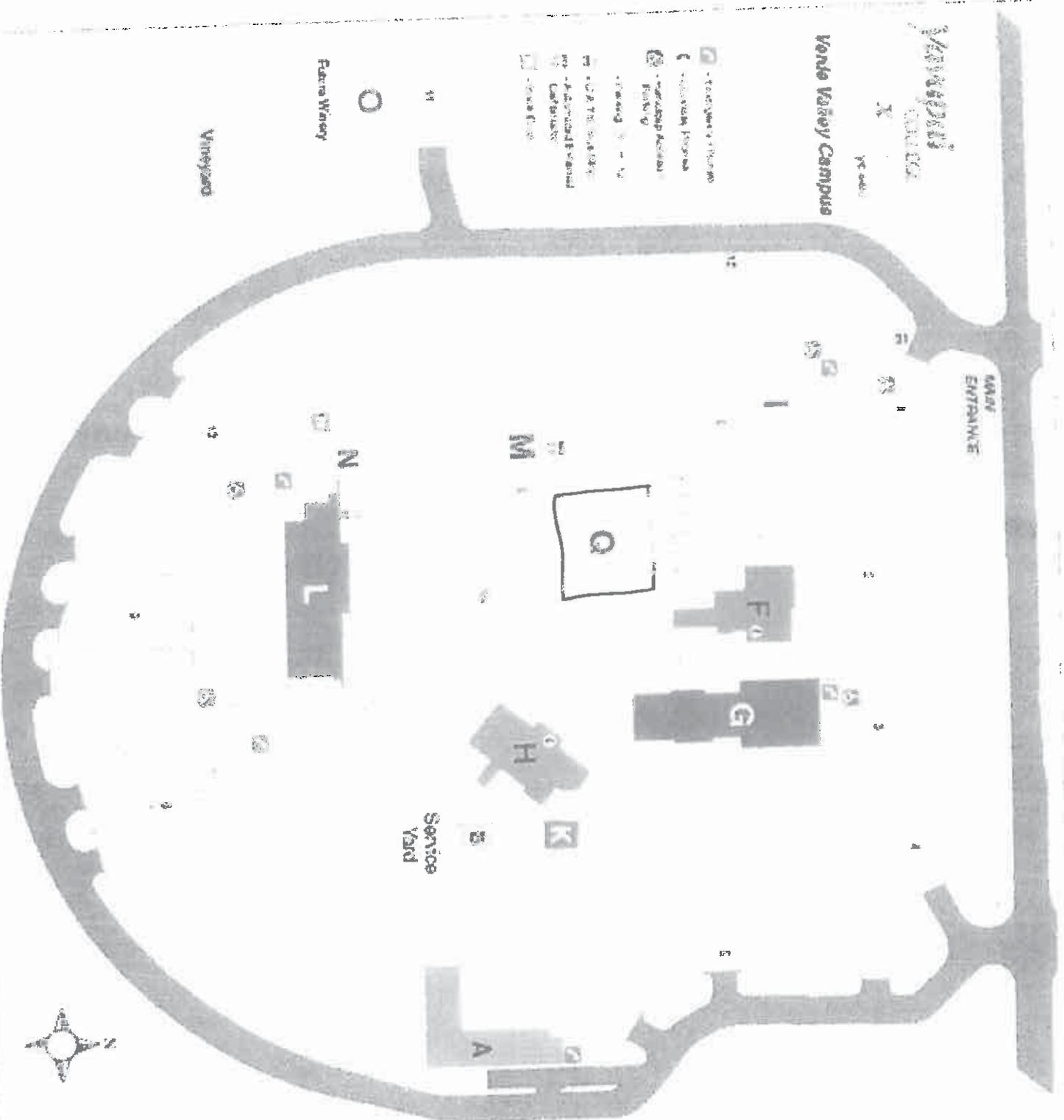
A handwritten signature in black ink, appearing to read "Lisa M Rhodes", with a long horizontal flourish extending to the right.

Lisa M Rhodes, Agent



# Map

Vander Valley Campus



- - Existing Structure
- - New Structure

MAIN ENTRANCE

**Bldg A**

Central Plant, Professors  
Facilities, Warehouse

**Bldg B**

Facilities Storage Yard

**Bldg F**

Art Gallery, Cafe,  
College Police, Student Union

**Bldg G**

Classrooms, Jewelry,  
TV Classrooms,  
C/O Davidson University

**Bldg H**

Art Classrooms

**Bldg I**

Academic Advising,  
Administration, Assessment,  
Testing, Business Office,  
Community Education  
Disability Resources, CLU  
Fairfield Art, Fitness Center  
Foundation, GED, Enrollment  
Services, Veterans Services

**Bldg K**

Information Technology

**Bldg L - 1st Floor**

Classrooms, Nursing Labs  
Offices, Science Labs

**Bldg L - 2nd Floor**

Classrooms, Nursing Labs  
Offices

**Bldg M - 1st Floor**

Community Room, Computer  
Lab, Learning Center, Library,  
Student Support Services  
Program

**Bldg M - 2nd Floor**

Faculty Offices, GLEET Center,  
Classrooms

**Bldg N - Greenhouse**

**Bldg O - Future Water**

**Bldg Q - Parking**



# Staff Report

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**Agenda Item:**           **Wine Festival License** - Approval of a recommendation to the State Department of Liquor License and Control to approve 13 Wine Festival Licenses for the Verde Valley Wine Consortium's event to be held on Saturday, May 30, 2015 from Noon – 6:00 p.m. at Yavapai College, 601 Black Hills Road, Clarkdale, AZ.

**Staff Contact:**           Kathy Bainbridge, Town Clerk-Finance Director

**Meeting Date:**           April 28, 2015

**Background:**           The Verde Valley Wine Consortium has requested a Special Event Liquor License for an event to be held on Saturday, May 30, 2015 from 9:00 a.m. – 6:00 p.m. at Yavapai College, 601 Black Hills Road, Clarkdale, AZ. The following applicants have requested a Wine Festival/Fair License for May 30, 2015, from Noon – 6:00 p.m. at Yavapai College, 601 Black Hills Road, Clarkdale, AZ. The Wine Festival/Fair License is a license which allows a licensed farm winery to serve products produced at the farm winery at a festival, sanctioned county or state fair or within the premises of a licensed special event. Liquor produced under the provisions of the farm winery license may be served for consumption on the fair/festival premises or “to-go” in the original, sealed container. The application requires approval of the governing body of the Town where the festival/fair will take place. The Arizona Department of Liquor License Control may issue up to fifty (50) wine festival licenses for each calendar year for each licensed domestic farm winery up to a cumulative total of one hundred fifty (150) days per winery per calendar year.

Mitchell Levy - Burning Tree Cellars LLC  
Ignacio Mesa – Clear Creek Vineyard & Winery  
Brian Predmore – Alcantara LLC  
Maynard Keenan - Four Eight Wineworks  
Maynard Keenan – Caduceus Cellars  
Rodney Fletcher – Javelina Leap Vineyard & Winery  
Joseph Bechard – Cottontucky LLC  
Olen Jeffrey Petznick – Dancing Apache Ranch  
Arlene Domanico – Passion Cellars LLC  
Eric Glomski – Page Springs Cellars & Vineyards  
Ray Freitas – Freitas Vineyard  
Barbara Pierce – Pierce Wines Arizona LLC  
Justin Ove – Arizona Stronghold Vineyards

**Recommendation:**   Staff recommends that the Town Council approve a recommendation to the State Department of Liquor License and Control to approve the Wine Festival/Fair Licenses for May 30, 2015 from Noon to 6:00 p.m. at Yavapai College, 601 Black Hills Road, Clarkdale, AZ for the following:

Mitchell Levy - Burning Tree Cellars LLC  
Ignacio Mesa – Clear Creek Vineyard & Winery  
Brian Predmore – Alcantara LLC  
Maynard Keenan - Four Eight Wineworks  
Maynard Keenan – Caduceus Cellars  
Rodney Fletcher – Javelina Leap Vineyard & Winery  
Joseph Bechard – Cottontucky LLC  
Olen Jeffrey Petznick – Dancing Apache Ranch  
Arlene Domanico – Passion Cellars LLC  
Eric Glomski – Page Springs Cellars & Vineyards  
Ray Freitas – Freitas Vineyard  
Barbara Pierce – Pierce Wines Arizona LLC  
Justin Ove – Arizona Stronghold Vineyards

**FAIR/FESTIVAL LICENSE APPLICATION**  
 A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery  
 A.R.S. §4-203.02 At Special Event

A service fee of \$25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

**SECTION 1** Application type:

- Wine Fair     Wine Festival     Craft Distillery Fair     Craft Distillery Festival

1. Applicant's Name: Mitchell D. Levy, Daytime Phone #: 928-649-8733

2. Business name: Burning Tree Cellars LLC, Liquor license #: 13133032  
farm winery or craft distillery

Email: mtlevy@burningtreecellars.com

3. Mailing address: 1040 N Main St Cottonwood AZ 86320  
street address                      city                      state                      zip code

4. Location of fair/festival: 601 Black Hills Dr Clarkdale Yavapai 86324  
street address                      city                      county                      zip code

**SECTION 2** Fees, Date & Hours: \$15 per day  
Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.  
Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	DATE	DAY OF WEEK	START TIME AM/PM	END TIME AM/PM
1.	<u>May 30, 2015</u>	<u>Saturday</u>	<u>12 NOON</u>	<u>6 PM</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary

**SECTION 3** Site Owner Information:

1. Site owner name: Yavapai College Daytime Phone #: 928-300-1604  
First Last
2. Site owner mailing address: 1100 E Sheldon St. Prescott AZ 86301  
street address city state zip code
3. Email Address: Michael.Pierce@yc.edu

**SECTION 4** to complete this application, all questions must be answered:

1. Have you received permission for use of the site for the sale/consumption of liquor from the site owner named in Section 3?  Yes  No
2. Will the liquor you sell/serve be products only manufacture/produced at your licensed premises names in Section 1?  Yes  No
3. List the number of Fair/Festival licenses you have been issued in the current calendar year 2
4. List the number of days you have held a licensed Fair/Festival in the current calendar year 4
5. What security and control measures will you take to prevent violations of state liquor laws at this event?  
1 # of Police Officers on Site Fencing  Yes  No  
         # of Security Personnel on Site Barriers  Yes  No  
Campus Police will be on site during the event.
6. I am familiar with and have read statutes for Arizona's fair/festival privileges, requirements and penalties? (Farm Winery A.R.S. §4-203.03, Craft Distillery A.R.S. §4-205.11, either being held at a Special Event A.R.S. §4-203.02)  Yes  No
7. I have taken responsible steps to ensure individuals operating the fair/festival licensed premises and employees who serve, sell or furnish liquor at this fair/festival have knowledge of Arizona liquor laws? (R19-1-302)  Yes  No

**Section 6** This sections to be completed only by the applicant named in section #1

I, Mitchell D. Levy declare that I am the APPLICANT filing this application as listed in  
(print full name)

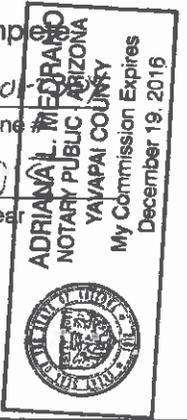
Section 8. I have read the application and the contents and all statements are true, correct and Complete

x [Signature] President 4/13/15 602-301-XXXX  
(signature) Title/Position Date Phone #

The foregoing instrument was acknowledge before me this 13th April 20  
Day Month Year

State Arizona County of Yavapai

My Commission Expires on: 12/19/16 [Signature]  
Date Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

**Section 7** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_ Signature Date Phone #  
(City, Town, County)

**FOR DEPARTMENT OF LIQUOR USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

**FAIR/FESTIVAL LICENSE APPLICATION**  
 A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery  
 A.R.S. §4-203.02 At Special Event

A service fee of \$25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

**SECTION 1 Application type:**

Wine Fair     Wine Festival     Craft Distillery Fair     Craft Distillery Festival

1. Applicant's Name: Ignacio M Mesa Daytime Phone #: 602.859.7418

2. Business name: Clear Creek Vineyard & Winery Liquor license #: 13133013  
farm winery or craft distillery

Email: mesaimjr@gmail.com

3. Mailing address: 4053 E Hwy 260 Camp Verde AZ 86322  
street address                      city                      state                      zip code

4. Location of fair/festival: 601 Black Hills Rd Clarkdale Yavapai 86324  
street address                      city                      county                      zip code

**SECTION 2 Fees, Date & Hours: \$15 per day**

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.

Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

DATE	DAY OF WEEK	START TIME AM/PM	END TIME AM/PM
1. <u>May 30, 2015</u>	<u>Saturday</u>	<u>12:00 PM</u>	<u>6:00 PM</u>
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____

Please attach an additional sheet if necessary



**Section 6** This section to be completed only by the applicant named in section # 1

I, Ignacio M Mesa declare that I am the APPLICANT filing this application as listed in  
(print full name)  
Section 8. I have read the application and the contents and all statements are true, correct and Complete.

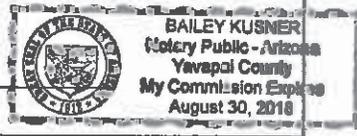
X Ignacio M. Mesa OWNER 4-15-15 602-859-7418  
(signature) Title/ Position Date Phone #

The foregoing instrument was acknowledge before me this 15<sup>th</sup> April 2015  
Day Month Year

State Arizona county of Yavapai

My Commission Expires on: Aug. 30, 2018  
Date

[Signature]  
Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

**Section 7** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone #

**FOR DEPARTMENT OF LIQUOR USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

**FAIR/FESTIVAL LICENSE APPLICATION**  
 A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery  
 A.R.S. §4-203.02 At Special Event

A service fee of \$25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

**SECTION 1** Application type:

Wine Fair     Wine Festival     Craft Distillery Fair     Craft Distillery Festival

1. Applicant's Name: BRIAN PREDMORE Daytime Phone #: (928) 649-8463

2. Business name: ALCANTARA LLC Liquor license #: 13133010  
farm winery or craft distillery

Email: BRIAN@ALCANTARAVINEYARD.COM

3. Mailing address: P.O BOX 64 COTTONWOOD AZ 86326  
street address city state zip code

4. Location of fair/festival: 601 BLACK HILLS RD CLARKDALE YAVAPAI 86324  
street address city county zip code

**SECTION 2** Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.

Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	DATE	DAY OF WEEK	START TIME AM/PM	END TIME AM/PM
1.	<u>5/30/2015</u>	<u>SATURDAY</u>	<u>12:00 PM</u>	<u>6:00 PM</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary

**SECTION 3** Site Owner Information:

1. Site owner name: YAVAPAI COLLEGE FOUNDATION, Daytime Phone #: (928)-300-1604  
First Last
2. Site owner mailing address: 1100 E SHELDON ST. PRESCOTT AZ 86301  
street address city state zip code
3. Email Address: MICHAEL.PIGLIE@yc.edu

**SECTION 4** to complete this application, all questions must be answered:

1. Have you received permission for use of the site for the sale/consumption of liquor from the site owner named in Section 3?  Yes  No
2. Will the liquor you sell/serve be products only manufacture/produced at your licensed premises names in Section 1?  Yes  No
3. List the number of Fair/Festival licenses you have been issued in the current calendar year 7
4. List the number of days you have held a licensed Fair/Festival in the current calendar year 13
5. What security and control measures will you take to prevent violations of state liquor laws at this event?
- 1 # of Police Officers on Site Fencing  Yes  No
- # of Security Personnel on Site Barriers  Yes  No
6. I am familiar with and have read statutes for Arizona's fair/festival privileges, requirements and penalties? (Farm Winery A.R.S. §4-203.03, Craft Distillery A.R.S. §4-205.11, either being held at a Special Event A.R.S. §4-203.02)  Yes  No
7. I have taken responsible steps to ensure individuals operating the fair/festival licensed premises and employees who serve, sell or furnish liquor at this fair/festival have knowledge of Arizona liquor laws? (R19-1-302)  Yes  No

**Section 6** This sections to be completed only by the applicant named in section #1

I, BRIAN PREDMORE declare that I am the APPLICANT filing this application as listed in  
(print full name)  
Section 8. I have read the application and the contents and all statements are true, correct and Complete.

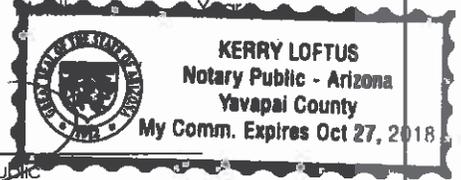
X [Signature] Title/ Position C.O.O. Date 4/10/15 Phone # (928)649-8463  
(signature)

The foregoing instrument was acknowledge before me this 11 April 2015  
Day Year

State AZ County of Yavapai

My Commission Expires on: 10-27-18  
Date

[Signature]  
Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

**Section 7** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone #

FOR DEPARTMENT OF LIQUOR USE ONLY

APPROVAL  DISAPPROVAL BY: DATE:

Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

**FAIR/FESTIVAL LICENSE APPLICATION**  
 A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery  
 A.R.S. §4-203.02 At Special Event

A service fee of \$25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

**SECTION 1** Application type:

- Wine Fair     Wine Festival     Craft Distillery Fair     Craft Distillery Festival

1. Applicant's Name: Maynard James Keenan Daytime Phone #: 928-649-9293

2. Business name: Four Eight Wineworks Liquor license #: 13133038  
farm winery or craft distillery

Email: lori@caduceuscellars.com

3. Mailing address: Po Box 905 Jerome AZ 86331  
street address                      city                      state                      zip code

4. Location of fair/festival: 601 Black Hills Rd. Clarkdale, Yavapai, 86324  
street address                      city                      county                      zip code

**SECTION 2** Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.

Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	DATE	DAY OF WEEK	START TIME AM/PM	END TIME AM/PM
1.	<u>5/30/15</u>	<u>Saturday</u>	<u>12pm</u>	<u>6pm</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary

**SECTION 3** Site Owner Information:

1. Site owner name: Yavapai College Foundation Daytime Phone #: 928-300-1604  
First Last
2. Site owner mailing address: 1100 E. Sheldon St. Prescott, AZ 86301  
street address city state zip code
3. Email Address: Michael.pierce@yc.edu

**SECTION 4** to complete this application, all questions must be answered:

1. Have you received permission for use of the site for the sale/consumption of liquor from the site owner named in Section 3?  Yes  No
2. Will the liquor you sell/serve be products only manufacture/produced at your licensed premises names in Section 1?  Yes  No
3. List the number of Fair/Festival licenses you have been issued in the current calendar year 1
4. List the number of days you have held a licensed Fair/Festival in the current calendar year 2
5. What security and control measures will you take to prevent violations of state liquor laws at this event?
- 1 # of Police Officers on Site                      Fencing  Yes  No
- # of Security Personnel on Site                      Barriers  Yes  No
6. I am familiar with and have read statues for Arizona's fair/festival privileges, requirements and penalties? (Farm Winery A.R.S. §4-203.03, Craft Distillery A.R.S. §4-205.11, either being held at a Special Event A.R.S. §4-203.02)  Yes  No
7. I have taken responsible steps to ensure individuals operating the fair/festival licensed premises and employees who serve, sell or furnish liquor at this fair/festival have knowledge of Arizona liquor laws? (R19-1-302)  Yes  No

**Section 6** This sections to be completed only by the applicant named in section #1

I, Maynard James Keenan declare that I am the APPLICANT filing this application as listed in  
(print full name)  
Section 8. I have read the application and the contents and all statements are true, correct and Complete.

x [Signature] owner 4/6/15 928-649-9293  
(signature) Title/ Position Date Phone #

The foregoing instrument was acknowledge before me this 6 April 2015  
Day Month Year

State Arizona County of Yavapai

My Commission Expires on: Dec. 10, 2017  
Date

[Signature]  
Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

**Section 7** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone #

**FOR DEPARTMENT OF LIQUOR USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

**FAIR/FESTIVAL LICENSE APPLICATION**  
 A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery  
 A.R.S. §4-203.02 At Special Event

A service fee of \$25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

**SECTION 1** Application type:

Wine Fair     Wine Festival     Craft Distillery Fair     Craft Distillery Festival

1. Applicant's Name: Maynard James Keenan Daytime Phone #: 928-649-9293

2. Business name: Caduceus Cellars Liquor license #: 13133018  
farm winery or craft distillery

Email: lori@caduceuscellars.com

3. Mailing address: Po Box 905 Jerome Az 86331  
street address                      city                      state                      zip code

4. Location of fair/festival: 601 Black Hills Rd Clarkdale Yavapai 86324  
street address                      city                      county                      zip code

**SECTION 2** Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.

Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	DATE	DAY OF WEEK	START TIME AM/PM	END TIME AM/PM
1.	<u>5/30/15</u>	<u>Saturday</u>	<u>12pm</u>	<u>6pm</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary

**SECTION 3** Site Owner Information:

1. Site owner name: Yavapai College Foundation Daytime Phone #: 928-300-1604  
First Last
2. Site owner mailing address: 1100 E. Sheldon St. Prescott AZ 86301  
street address city state zip code
3. Email Address: michael.pierce@yc.edu

**SECTION 4** to complete this application, all questions must be answered:

1. Have you received permission for use of the site for the sale/consumption of liquor from the site owner named in Section 3?  Yes  No
2. Will the liquor you sell/serve be products only manufacture/produced at your licensed premises names in Section 1?  Yes  No
3. List the number of Fair/Festival licenses you have been issued in the current calendar year 3
4. List the number of days you have held a licensed Fair/Festival in the current calendar year 2
5. What security and control measures will you take to prevent violations of state liquor laws at this event?
- |   |  |
|---|--|
| <u>1</u> # of Police Officers on Site           | Fencing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| <u>        </u> # of Security Personnel on Site | Barriers <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
6. I am familiar with and have read statutes for Arizona's fair/festival privileges, requirements and penalties? (Farm Winery A.R.S. §4-203.03, Craft Distillery A.R.S. §4-205.11, either being held at a Special Event A.R.S. §4-203.02)  Yes  No
7. I have taken responsible steps to ensure individuals operating the fair/festival licensed premises and employees who serve, sell or furnish liquor at this fair/festival have knowledge of Arizona liquor laws? (R19-1-302)  Yes  No

**Section 6** This sections to be completed only by the applicant named in section #1

I, Maynard James Keenan declare that I am the APPLICANT filing this application as listed in  
(print full name)  
Section 8. I have read the application and the contents and all statements are true, correct and Complete.

X [Signature] Owner 4/6/15 928-649-9293  
(signature) Title/ Position Date Phone #

The foregoing instrument was acknowledge before me this 6 April 2015  
Day Month Year

State Arizona County of Yavapai

My Commission Expires on: Dec 10, 2017  
Date

[Signature]  
Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

**Section 7** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone #

**FOR DEPARTMENT OF LIQUOR USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**SECTION 3** Site Owner Information:

1. Site owner name: YAVAPAI COLLEGE FOUNDATION Daytime Phone #: 928-300-1104  
First Last
2. Site owner mailing address: 1100 E. SHELDON ST PRESCOTT AZ 810301  
street address city state zip code
3. Email Address: MICHAEL.PIERCE@YC.EDU

**SECTION 4** to complete this application, all questions must be answered:

1. Have you received permission for use of the site for the sale/consumption of liquor from the site owner named in Section 3?  Yes  No
2. Will the liquor you sell/serve be products only manufacture/produced at your licensed premises names in Section 1?  Yes  No
3. List the number of Fair/Festival licenses you have been issued in the current calendar year 2
4. List the number of days you have held a licensed Fair/Festival in the current calendar year 2
5. What security and control measures will you take to prevent violations of state liquor laws at this event?
- 1 # of Police Officers on Site Fencing  Yes  No
- # of Security Personnel on Site Barriers  Yes  No
6. I am familiar with and have read statutes for Arizona's fair/festival privileges, requirements and penalties? (Farm Winery A.R.S. §4-203.03, Craft Distillery A.R.S. §4-205.11, either being held at a Special Event A.R.S. §4-203.02)  Yes  No
7. I have taken responsible steps to ensure individuals operating the fair/festival licensed premises and employees who serve, sell or furnish liquor at this fair/festival have knowledge of Arizona liquor laws? (R19-1-302)  Yes  No

**Section 6** This sections to be completed only by the applicant named in section #1

I, RODNEY FLETCHER SNAPP declare that I am the APPLICANT filing this application as listed in  
(print full name)

Section 8. I have read the application and the contents and all statements are true, correct and Complete.

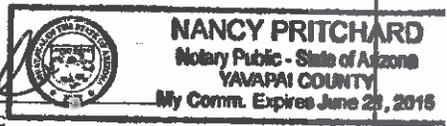
X [Signature] OWNER/MEMBER 4/14/15 928.274.0394  
(signature) Title/ Position Date Phone #

The foregoing instrument was acknowledge before me this 14th April 2015  
Day Month Year

State Arizona County of Yavapai

My Commission Expires on: 06/21/2015  
Date

[Signature]  
Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

**Section 7** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone #

**FOR DEPARTMENT OF LIQUOR USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

**FAIR/FESTIVAL LICENSE APPLICATION**  
 A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery  
 A.R.S. §4-203.02 At Special Event

A service fee of \$25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

**SECTION 1** Application type:

Wine Fair     Wine Festival     Craft Distillery Fair     Craft Distillery Festival

1. Applicant's Name: Joseph Bechard, Daytime Phone #: (928) 351-1150

2. Business name: Cottontucky LLC, Liquor license #: 13133047  
farm winery or craft distillery

Email: joe@chateautumbleweed.com

3. Mailing address: 2222 Rockview Ln Clarkdale AZ 86324  
street address                      city                      state                      zip code

4. Location of fair/festival: 601 Black Hills Rd Clarkdale Yavapai 86324  
street address                      city                      county                      zip code

**SECTION 2** Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.

Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	DATE	DAY OF WEEK	START TIME AM/PM	END TIME AM/PM
1.	<u>May 30, 2015</u>	<u>Saturday</u>	<u>12 p.m.</u>	<u>6 p.m.</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary



**Section 6** This sections to be completed only by the applicant named in section #1

I, Joseph Michael Bechard declare that I am the APPLICANT filing this application as listed in  
(print full name)  
Section 8. I have read the application and the contents and all statements are true, correct and Complete.

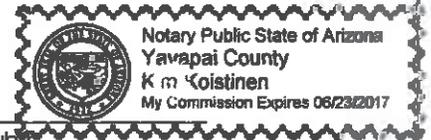
X [Signature] Member 4/1/2015 (928) 351-1150  
(signature) Title/ Position Date Phone #

The foregoing instrument was acknowledge before me this 1<sup>st</sup> of April 2015  
Day Month Year

State Arizona County of Yavapai

My Commission Expires on: June 23, 2017  
Date

[Signature]  
Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

**Section 7** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone #

**FOR DEPARTMENT OF LIQUOR USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**FAIR/FESTIVAL LICENSE APPLICATION**  
 A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery  
 A.R.S. §4-203.02 At Special Event

A service fee of \$25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

**SECTION 1** Application type:

- Wine Fair     Wine Festival     Craft Distillery Fair     Craft Distillery Festival

1. Applicant's Name: Olen Jeffrey Petznick, Daytime Phone #: 602-237-4003

2. Business name: DANCING APACHE RANCH, Liquor license #: 13133025  
farm winery or craft distillery

Email: JKLEIN@Pinalfeeding.com

3. Mailing address: 5601 West Elliot Avenue AZ 85339  
street address                      city                      state                      zip code

4. Location of fair/festival: 601 Black Hills Road Clarkdale YAVAPAI  
street address                      city                      county                      zip code

**SECTION 2** Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.

Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	DATE	DAY OF WEEK	START TIME AM/PM	END TIME AM/PM
1.	<u>5/30/2015</u>	<u>Saturday</u>	<u>12:00 Noon</u>	<u>6:00</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary

**SECTION 3** Site Owner Information:

1. Site owner name: YAVAPI College Foundation, Daytime Phone #: 928-300-1604  
First Last
2. Site owner mailing address: 1100 E. SHADOW ST. PRESCOTT AZ 86301  
street address city state zip code
3. Email Address: Michael.Pierce@yc.edu

**SECTION 4** to complete this application, all questions must be answered:

1. Have you received permission for use of the site for the sale/consumption of liquor from the site owner named in Section 3?  Yes  No
2. Will the liquor you sell/serve be products only manufacture/produced at your licensed premises names in Section 1?  Yes  No
3. List the number of Fair/Festival licenses you have been issued in the current calendar year 1
4. List the number of days you have held a licensed Fair/Festival in the current calendar year 0
5. What security and control measures will you take to prevent violations of state liquor laws at this event?
- 1 # of Police Officers on Site Fencing  Yes  No
- # of Security Personnel on Site Barriers  Yes  No
6. I am familiar with and have read statues for Arizona's fair/festival privileges, requirements and penalties? (Farm Winery A.R.S. §4-203.03, Craft Distillery A.R.S. §4-205.11, either being held at a Special Event A.R.S. §4-203.02)  Yes  No
7. I have taken responsible steps to ensure individuals operating the fair/festival licensed premises and employees who serve, sell or furnish liquor at this fair/festival have knowledge of Arizona liquor laws? (R19-1-302)  Yes  No

**Section 6** This sections to be completed only by the applicant named in section #1

I, Olen Jeffery Betznick declare that I am the APPLICANT filing this application as listed in  
(print full name)  
Section 8. I have read the application and the contents and all statements are true, correct and Complete.

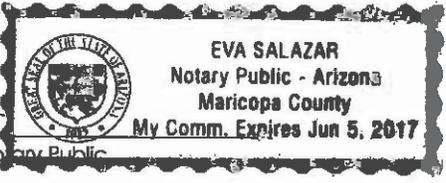
X [Signature] Controlling Person 3/25/15 602-237-4003  
(signature) Title/ Position Date Phone #

The foregoing instrument was acknowledge before me this 25 03 2015  
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 6/5/2017  
Date

[Signature]  
Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

**Section 7** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone #

**FOR DEPARTMENT OF LIQUOR USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

**FAIR/FESTIVAL LICENSE APPLICATION**  
 A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery  
 A.R.S. §4-203.02 At Special Event

A service fee of \$25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

**SECTION 1** Application type:

- Wine Fair     Wine Festival     Craft Distillery Fair     Craft Distillery Festival

1. Applicant's Name: Arlene Domingo, Daytime Phone #: 602-750-7771

2. Business name: Passion Cellars, LLC, Liquor license #: 13133033  
farm winery or craft distillery

Email: passioncellars@hotmail.com

3. Mailing address: P.O. Box 1205 Jerome AZ 86331  
street address                      city                      state                      zip code

4. Location of fair/festival: 601 Black Hills Rd. Ukiahdale Yavapai 86324  
street address                      city                      county                      zip code

**SECTION 2** Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.

Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	DATE	DAY OF WEEK	START TIME <del>AM</del> PM	END TIME AM <del>PM</del>
1.	<u>5/30/15</u>	<u>Saturday</u>	<u>12:00 Pm</u>	<u>6:00</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary

**SECTION 3** Site Owner Information:

1. Site owner name: Yavapai College Foundation, Daytime Phone #: 928-300-1604  
First Last
2. Site owner mailing address: 1100 E. Sheldon St. Prescott AZ 86301  
street address city state zip code
3. Email Address: michael.pierce@yc.com

**SECTION 4** to complete this application, all questions must be answered:

1. Have you received permission for use of the site for the sale/consumption of liquor from the site owner named in Section 3?  Yes  No
2. Will the liquor you sell/serve be products only manufacture/produced at your licensed premises names in Section 1?  Yes  No
3. List the number of Fair/Festival licenses you have been issued in the current calendar year 7
4. List the number of days you have held a licensed Fair/Festival in the current calendar year 21
5. What security and control measures will you take to prevent violations of state liquor laws at this event?
- 1 # of Police Officers on Site Fencing  Yes  No
- # of Security Personnel on Site Barriers  Yes  No
6. I am familiar with and have read statutes for Arizona's fair/festival privileges, requirements and penalties? (Farm Winery A.R.S. §4-203.03, Craft Distillery A.R.S. §4-205.11, either being held at a Special Event A.R.S. §4-203.02)  Yes  No
7. I have taken responsible steps to ensure individuals operating the fair/festival licensed premises and employees who serve, sell or furnish liquor at this fair/festival have knowledge of Arizona liquor laws? (R19-1-302)  Yes  No

**Section 5** Licensed premises diagram. The licensed premises for your fair/festival is the area you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license identified in Section 1, line #2 of this application. Use this page to draw a diagram of your special event licensed premise. Please include dimensions of the premises, serving areas, fencing, barricades, or other control measures and security positions.

N↑



**Section 6** This sections to be completed only by the applicant named in section #1

I, ARLENE L. DOMANICO declare that I am the APPLICANT filing this application as listed in  
(print full name)  
Section 8. I have read the application and the contents and all statements are true, correct and Complete.

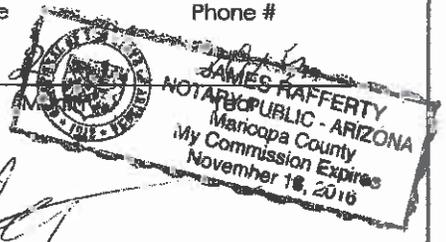
Arlene L. Domanico  
(signature) Title/ Position Date Phone #

The foregoing instrument was acknowledge before me this 5  
Day

State AZ County of Maricopa

My Commission Expires on: 11/3/16  
Date

James Rafferty  
Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

**Section 7** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone #

**FOR DEPARTMENT OF LIQUOR USE ONLY**

APPROVAL  DISAPPROVAL BY: DATE:

Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

**FAIR/FESTIVAL LICENSE APPLICATION**  
 A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery  
 A.R.S. §4-203.02 At Special Event

A service fee of \$25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

**SECTION 1** Application type:

Wine Fair     Wine Festival     Craft Distillery Fair     Craft Distillery Festival

1. Applicant's Name: Eric Glomski, Daytime Phone #: 928 639 3004

2. Business name: Page Springs Cellars & Vineyards, Liquor license #: 13133004  
farm winery or craft distillery

Email: eric@pagespringscellars.com

3. Mailing address: 1500 N Page Springs Road Cornville AZ 86325  
street address                      city                      state                      zip code

4. Location of fair/festival: 601 Black Hills Road Clarkdale Yavapai 86326  
street address                      city                      county                      zip code

**SECTION 2** Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.

Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	DATE	DAY OF WEEK	START TIME AM/PM	END TIME AM/PM
1.	<u>5/30/15</u>	<u>Saturday</u>	<u>12pm</u>	<u>6pm</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary



**Section 6** This sections to be completed only by the applicant named in section #1

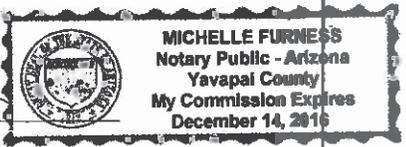
I, Eric Steven Glomski declare that I am the APPLICANT filing this application as listed in  
(print full name)  
Section 8. I have read the application and the contents and all statements are true, correct and Complete.

X *Eric* Owner/Wine Maker 3/26/15 928 639 3004  
(signature) Title/ Position Date Phone #

The foregoing instrument was acknowledge before me this 2/APRIL 2015  
Day Month Year

State AZ County of YAVAPAI

My Commission Expires on: December 14 2016 *Michelle Furness*  
Date Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

**Section 7** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_ Signature Date Phone #  
(City, Town, County)

**FOR DEPARTMENT OF LIQUOR USE ONLY**

APPROVAL  DISAPPROVAL BY: DATE:

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

**APPLICATION FOR WINE FESTIVAL LICENSE/WINE FAIR LICENSE**

FEE = \$15.00 per event

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44-6852)

A separate license is needed when days are not consecutive. Only twenty-five (25) licenses per calendar year for up to seventy-five calendar days may be issued, excluding sanctioned county or state fair licenses.

1. Applicant's Name: FREITAS RAY FRANCES  
Last First Middle

2. Business Name: PARADIS PRODUCE DBA  
FREITAS VINEYARD D.F.W. Lic#: 13133002  
(Domestic Farm Winery License #)

3. Location of Festival: 601 BLACK HILLS RD CLARKDALE YAVAPAI 86324  
(Physical location - Do not use PO Box) City County Zip

4. Mailing Address: 1575 S. PARADISE DRIVE COTTONWOOD AZ 86326  
City State Zip

5. Date and hours of festival:

DATE	DAY OF WEEK	HOURS FROM	HOURS TO
<u>MAY 30 2015</u>	<u>SATURDAY</u>	<u>12:00</u> a.m./p.m.	<u>6:00</u> a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.

6. Name and address of site owner: Yavapai College Foundation  
Last First Middle

1100 E. Ashford St Prescott AZ 86301  
Address City State Zip

7. Phone Numbers: (928) 300-1604 (928) 639-2149 (928) 639-2149  
Site Owner Applicant's Business Applicant's Residence

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

8. Has the festival site owner given permission for use of the site and for the sale of spirituous liquors? YES  NO

9. Are the spirituous liquors to be sold or served Arizona Domestic Farm Winery Products ONLY? YES  NO

10. How many wine festival licenses have you applied for this calendar year, including this one? 4

Give the total number of days you have held licensed wine festivals this year 5

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

1 # Police                       Fencing  
           # Security personnel       Barriers

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

I, RAY FRANCES FREITAS, hereby declare that I am the APPLICANT filing this application. I  
(Print full name)

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

x Ray Frances Freitas  
(Signature of APPLICANT)

State of Arizona County of YAVAPAI  
The foregoing instrument was acknowledged before me this

11 day of April 2015  
Day Month Year

My commission expires on: June 18, 2017

Vicki L Rea  
(Signature of NOTARY)  
VICKI L REA  
NOTARY PUBLIC - ARIZONA  
Yavapai County  
My Commission Expires  
June 18, 2017

\*\*\* FOR USE BY LOCAL GOVERNING AUTHORITY ONLY \*\*\*

I, \_\_\_\_\_, hereby  APPROVE  DISAPPROVE this application on behalf of  
(Government Official)

\_\_\_\_\_  
(City, Town, or County)                      (Title)                      X                      (Signature of OFFICIAL)

\*\*\* FOR USE BY DLLC ONLY \*\*\*

APPROVED                       DISAPPROVED

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



**SECTION 3** Site Owner Information:

1. Site owner name: Yavapai College Foundation, Daytime Phone #: 928-300-1604  
First Last
2. Site owner mailing address: 1100 E Sheldon St Prescott AZ 86301  
street address city state zip code
3. Email Address: Michael.Pierce@yc.edu

**SECTION 4** to complete this application, all questions must be answered:

1. Have you received permission for use of the site for the sale/consumption of liquor from the site owner named in Section 3?  Yes  No
2. Will the liquor you sell/serve be products only manufacture/produced at your licensed premises names in Section 1?  Yes  No
3. List the number of Fair/Festival licenses you have been issued in the current calendar year 6
4. List the number of days you have held a licensed Fair/Festival in the current calendar year 2
5. What security and control measures will you take to prevent violations of state liquor laws at this event?
- 1 # of Police Officers on Site Fencing  Yes  No
- # of Security Personnel on Site Barriers  Yes  No
6. I am familiar with and have read statutes for Arizona's fair/festival privileges, requirements and penalties? (Farm Winery A.R.S. §4-203.03, Craft Distillery A.R.S. §4-205.11, either being held at a Special Event A.R.S. §4-203.02)  Yes  No
7. I have taken responsible steps to ensure individuals operating the fair/festival licensed premises and employees who serve, sell or furnish liquor at this fair/festival have knowledge of Arizona liquor laws? (R19-1-302)  Yes  No

**Section 6** This sections to be completed only by the applicant named in section #1

I, Barbara J Pierce declare that I am the APPLICANT filing this application as listed in  
(print full name)

Section 8. I have read the application and the contents and all statements are true, correct and Complete.

x BJP Pierce co-owner 3-25-15 602-320-1622  
(signature) Title/ Position Date Phone #

The foregoing instrument was acknowledge before me this 25 March 2015  
Day Month Year

State Arizona County of Cochise

My Commission Expires on: June 12, 2017  
Date

Belinda Franco  
Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

**Section 7** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone #

**FOR DEPARTMENT OF LIQUOR USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**FAIR/FESTIVAL LICENSE APPLICATION**  
 A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery  
 A.R.S. §4-203.02 At Special Event

A service fee of \$25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

**SECTION 1** Application type:

- Wine Fair     Wine Festival     Craft Distillery Fair     Craft Distillery Festival

1. Applicant's Name: Justin Ove Daytime Phone #: 928-639-2789 x208

2. Business name: Arizona Stronghold Vineyards Liquor license #: 13133015  
farm winery or craft distillery

Email: justin@azstronghold.com

3. Mailing address: 4700 Old Hwy 279 Camp Verde, AZ 86322  
street address                      city                      state                      zip code

4. Location of fair/festival: 601 Black Hills dr Clarkdale, Yavapai 86324  
street address                      city                      county                      zip code

**SECTION 2** Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.

Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	DATE	DAY OF WEEK	START TIME AM/PM	END TIME AM/PM
1.	<u>5/30/15</u>	<u>Saturday</u>	<u>12:00</u>	<u>6:00</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary



**Section 6** This sections to be completed only by the applicant named in section #1

I, Justin Lawrence Ove declare that I am the APPLICANT filing this application as listed in  
(print full name)

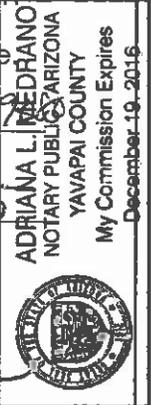
Section 8. I have read the application and the contents and all statements are true, correct and Complete

X [Signature] Wholesale Manager 4/16/15 928-301-9288  
(signature) Title/ Position Date Phone #

The foregoing instrument was acknowledge before me this 16th April 2015  
Day Month Year

State Arizona County of Yavapai

My Commission Expires on: 12/19/16 [Signature]  
Date Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

**Section 7** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone #

**FOR DEPARTMENT OF LIQUOR USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_



# Staff Report

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**Agenda Item:**            **Amendment to Transit Intergovernmental Agreement -**  
Approval of an amendment to the Intergovernmental Agreement between the Town of Clarkdale and the Yavapai-Apache Nation regarding public transportation.

**Meeting Date:**            April 28, 2015

**Prepared By:**            Gayle Mabery, Town Manager

**Background:**            The Yavapai-Apache Nation (YAN) began operating the Yavapai-Apache Transit System in April, 2014 to provide public transportation between the Nation's reservation in Clarkdale and the reservation and casino in Camp Verde, and to other Camp Verde locations and stops along the route. The YAN worked closely to coordinate their transit system routes and operations with the CAT/LYNX system, and the result has been an expansion of transit operations in the Verde Valley. The YAN transit system is open to use by any members of the public, and includes stops on their route at existing CAT bus stops at the Verde Valley Medical Center, Cottonwood's Safeway and Wal-Mart. They have also created new stops at Yavapai County's Camp Verde Courthouse/Jail on Highway 260, the Burger King on 260/I-17, and a loop through downtown Camp Verde that stops at their Post Office.

In order to provide even more coordination throughout the system, the Town of Clarkdale, City of Cottonwood and Yavapai County agreed through execution of Intergovernmental Agreements in 2014 to give permission to use each other's designated bus stops. Although Yavapai-Apache Transit does not intend to stop at each of the bus stop locations in Clarkdale, an adopted IGA between our agencies will allow for such use if it is determined to be beneficial in the future.

The IGA as currently adopted does not provide for any transfer of funds between the organizations. It simply anticipates that Yavapai Apache Transit will be travelling on the streets in Clarkdale, and using our existing bus stops that are located along their routes. The agreement does anticipate continuing mutual support in the form of written or other non-financial support for efforts to obtain funding for other sources for public transit operations.

**Recommendation:**        Approval of the amendment to the Intergovernmental Agreement between the Town of Clarkdale and the Yavapai-Apache Nation for public transportation services, extending the term of the IGA to April 13, 2016, and providing for automatic renewals thereafter, unless either party provides written notice of termination.

**RESOLUTION NO. 68 -15**  
**OF THE GOVERNING BODY OF THE**  
**YAVAPAI-APACHE NATION**

**A Resolution Approving Amendment #1 to Intergovernmental Agreement Between the**  
**Yavapai-Apache Nation and the Town of Clarkdale (Public Transportation)**

- WHEREAS:** The Yavapai-Apache Tribal Council (“Council”) is authorized to represent the Yavapai-Apache Nation (“Nation”) and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation (“Constitution”) as provided under Article V(a) of the Constitution; and
- WHEREAS:** The Council, as the legislative body of the Nation, is authorized to take any and all actions necessary and proper for the exercise of its Constitutional powers and duties, including those powers and duties not enumerated, and all other powers and duties now or hereafter delegated to the Tribal Council, or vested in the Tribal Council through its inherent sovereignty, as provided under Article V(w) of the Constitution; and
- WHEREAS:** The Council, as the legislative body of the Nation, is authorized to enact laws, ordinances and resolutions incidental to the exercise of its legislative powers as provided under Article V(v) of the Constitution; and
- WHEREAS:** The Council is authorized to accept grants from the any person, organization, State or the United States as provided under Article V(s) of the Constitution; and
- WHEREAS:** The Council is authorized to negotiate and enter into agreements with Federal, State and local governments as provided under Article V(b) of the Constitution; and
- WHEREAS:** The Nation has authority under the Constitution to provide public transportation services and has entered into funding agreements with the United States to provide such services; and
- WHEREAS:** The Nation operates a public transit system, the Yavapai-Apache Transit, and wishes to extend its service within the municipal boundaries of the Town of Clarkdale; and
- WHEREAS:** On April 10, 2014, the Council passed Resolution No. 73-14 approving an Intergovernmental Agreement (“IGA”) with the Town of Clarkdale enabling the Nation to operate its public transit system within the municipal boundaries of the Town of Clarkdale; and
- WHEREAS:** The term of the IGA is one year ending on April 13, 2015; and

**WHEREAS:** The Yavapai-Apache Transit, with the assistance of the Office of Attorney General, has negotiated Amendment #1 to the IGA with the Town of Clarkdale (*attached to this Resolution as Exhibit A and incorporated herein by reference*); and

**WHEREAS:** The sole purpose of Amendment #1 to the IGA is to extend the term of the IGA and to allow for automatic renewals, all other terms of the IGA remain the same as originally executed; and

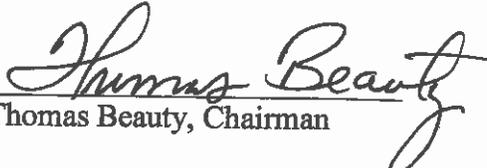
**WHEREAS:** The Council has determined that it is in the best interest of the Nation to enter into Amendment #1 of the IGA with the Town of Clarkdale (*attached to this Resolution as Exhibit A and incorporated herein by reference*) to enable the Yavapai-Apache Transit to extend its service within the municipal boundaries of the Town of Clarkdale.

**NOW THEREFORE BE IT RESOLVED** that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby approves Amendment #1 to the Intergovernmental Agreement between the Nation and the Town of Clarkdale (Public Transportation) (*attached to this Resolution as Exhibit A and incorporated herein by reference*).

**BE IT FINALLY RESOLVED** that the Chairman and Vice-Chairwoman, or either of them, are hereby authorized to take such further action as deemed necessary to carry out the purposes and intent of this Resolution.

### CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on April 7 2015, by a vote of 6 6 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.

  
Thomas Beauty, Chairman

**ATTEST:**

Karla Reimer  
Karla Reimer, Council Secretary

Approved as to Form:

  
Office of the Attorney General

Page 2 of 2

Amendment #1 to Intergovernmental Agreement Between the Nation and the Town of Clarkdale  
(Public Transportation)

# EXHIBIT A

**Amendment #1 to the Intergovernmental Agreement  
Between the Yavapai-Apache Nation and  
The Town of Clarkdale  
(Public Transportation)**

**April 9, 2015**

**AMENDMENT #1 TO THE INTERGOVERNMENTAL AGREEMENT**

**BETWEEN THE YAVAPAI-APACHE NATION AND  
THE TOWN OF CLARKDALE  
(PUBLIC TRANSPORTATION)**

This Amendment #1 is made this 9<sup>th</sup> day of April 2015, pursuant to the Yavapai-Apache Nation Constitution and A.R.S. §11-952, between the Yavapai-Apache Nation, a Federally Recognized Indian Tribe, and the Town of Clarkdale, an Arizona municipal corporation.

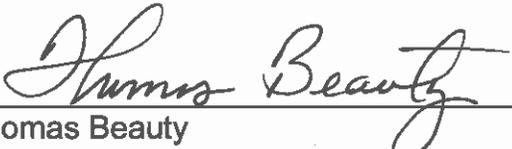
On April 10, 2014, the Yavapai-Apache Nation and the Town of Clarkdale entered into an Intergovernmental Agreement regarding public transportation ("Agreement"). The term of the Agreement is April 14, 2014 through April 13, 2015. The sole purpose of this Amendment is to extend the term of the Agreement and allow for automatic renewals. All other terms of the Agreement shall remain as executed on April 10, 2014.

The term of the Agreement shall renew for a one-year period commencing on **April 14, 2015 through April 13, 2016**. Thereafter, the Agreement shall be deemed renewed for successive one-year terms unless either party provides notice of intent of non-renewal no less than sixty (60) days prior to the termination date of the then current term.

IN WITNESS WHEREOF, the parties hereto agree to this Amendment #1 as of the day and year written above.

**Yavapai-Apache Nation:**

**Town of Clarkdale:**

  
\_\_\_\_\_  
Thomas Beauty  
Chairman, Yavapai-Apache Nation

\_\_\_\_\_  
Doug Von Gausig, Mayor  
Town of Clarkdale

AGREEMENT IS IN PROPER FORM AND IS  
WITHIN THE POWERS AND AUTHORITY  
GRANTED UNDER THE LAWS OF THE  
YAVAPAI-APACHE NATION

AGREEMENT IS IN PROPER FORM AND IS  
WITHIN THE POWERS AND AUTHORITY  
GRANTED TO THE TOWN OF CLARKDALE  
UNDER THE LAWS OF THE STATE OF  
ARIZONA

  
\_\_\_\_\_  
Lisa Bluelake  
Assistant Attorney General  
Yavapai-Apache Nation

\_\_\_\_\_  
Robert S. Pecharich  
on behalf of Boyle, Pecharich, Cline,  
Whittington & Stallings, PLLC  
Town of Clarkdale Attorney



# Staff Report

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- Agenda Item:** YAVAPAI COLLEGE COMMUNITY OUTREACH PRESENTATION – A presentation by Yavapai College representatives.
- Staff Contact:** Kathy Bainbridge, Clerk-Finance Director
- Meeting Date:** April 28, 2015
- Background:** Dr. Clint Ewell, Vice President for Finance and Administrative Services for Yavapai College will present an update on Yavapai College.
- Recommendation:** This is a presentation only, no action required



# Staff Report

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- Agenda Item:** VERDE FRONT/STRING OF PEARLS PROJECT UPDATE  
– A presentation regarding an update on the Verde Front/String of Pearls Project.
- Staff Contact:** Gayle Mabery, Town Manager
- Meeting Date:** April 28, 2015
- Background:** A presentation regarding the String of Pearls project,
- Recommendation:** This is a presentation only, no action required



# Staff Report

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**Agenda Item:**            **AMENDMENT TO TOWN OF CLARKDALE'S CONTRACT FOR LEGAL SERVICES WITH SQUIRE PATTON BOGGS** – Discussion and consideration to initiate an amendment to the Town of Clarkdale's contract with Squire Patton Boggs to include legal advice and consulting on issues relating to the United Verde Soil Program.

**Meeting Date:**            April 28, 2015

**Prepared By:**            Gayle Mabery, Town Manager

**Background:**            The Town of Clarkdale was informed on April 14, 2015, that Freeport McMoRan, Inc. (FMI) has submitted an application with the Arizona Department of Environmental Quality's Voluntary Remediation Program to undertake the United Verde Soil Program. It is our understanding that, under the program, FMI will implement a soil sampling and mediation program at selected residential, publicly-owned, and commercial properties that could have been impacted by historic smelter operations in Clarkdale. The United Verde Copper Company's Clarkdale smelter operated in the community from 1913 until 1953 and this project is tied to smelter emissions during that era.

The Town of Clarkdale is in the early stages of identifying its resource needs in order to effectively address issues relating to this project. As a first step, the Town Staff is asking for direction from the Town Council to amend the Town's current contract with Squire Patton Boggs to include legal advice and consulting on issues relating to this project, and to develop an initial project scope and budget for those services, for approval by the Town Council at an upcoming meeting. Lead Counsel for Squire Patton Boggs on this project will be Christopher Thomas (see attached resume).

Clarkdale has also invited Freeport McMoRan, Inc. to present an outline of the United Verde Soil Program and their public outreach plan for the program to the Town Council during a Special Clarkdale Town Council meeting that will be held at 6:00 p.m. on Tuesday, May 19, 2015. The Arizona Department of Environmental Quality has also been invited to attend this Council meeting to share information about their Voluntary Remediation Program.

Announcements for dates and times of future public meetings on this topic will be made available on the Town of Clarkdale's website: <http://www.clarkdale.az.gov>

**Recommendation:**    Town staff recommends that the Council direct the staff to draft an amendment to the Town's current contract with Squire Patton Boggs, LLP to include legal advice and consulting on issues relating to the United Verde Soil Program, and to develop an initial project scope and budget for those services



## Christopher D. Thomas

Partner, Phoenix, Arizona USA  
T +1 602 528 4044  
chris.thomas@squirepb.com

### Practice Focus

- Environmental Litigation, Including Enforcement Defense, Private-Party Cost Recovery, and Toxic & Mass Tort
- Energy and Natural Resources

### Education

- University of Iowa, J.D., with high distinction, associate editor, *Iowa Law Review*, 1985
- Drake University, B.A., *cum laude*, 1982

### Admissions

- Arizona
- United States Supreme Court
- United States Courts of Appeals for the Ninth, Tenth and Eleventh Circuits
- United States District Courts, Districts of Arizona and Northern California

*Peers and clients, quoted in recent editions of the Chambers USA Guide to Lawyers, describe Chris as "an attorney with a reputation for getting things done," an incredibly smart litigator" and "right at the top of the legal profession" at problem-solving and strategic advice.*

Chris Thomas practices environmental litigation, mediation and counseling on behalf of municipal and industrial clients throughout the United States. His focus is hazardous substance and groundwater contamination litigation and remediation. His practice covers major federal environmental statutes such as the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA), as well as numerous state counterparts and tort theories.

Chris has defended or prosecuted cases under CERCLA, RCRA and parallel state law and tort theories pertaining to more than 50 sites throughout the country. He has directed the completion of remedial investigations and feasibility studies and negotiated numerous consent decrees and agreements with the US Environmental Protection Agency, the US Department of Justice and parallel state agencies.

His Superfund practice has included matters litigated in the United States Supreme Court, the U.S. Courts of Appeals for the Ninth and Eleventh Circuits, and District Courts in Alabama, Arizona, California, Connecticut, Michigan, New Mexico, New York, South Carolina, and Tennessee. The contaminants of concern at his sites have included volatile organic compounds, lead and other heavy metals, polychlorinated biphenyls ("PCBs"), mercury and polyaromatic hydrocarbons.

His clients have included public bodies such as the Cities of Phoenix, Goodyear, and Scottsdale and industrial entities such as MeadWestvaco Corporation, General Electric Company, NextEra Energy Resources, and Texas Instruments.

Chris is a member of the boards of Southwest Center for Human Development, Arizona's largest non-profit child development agency, and the Gompers Habilitation Center, which serves adults and children with mental and physical disabilities. He previously served on the boards of The Nature Conservancy, Arizona Chapter, the Arizona Center for Disability Law, and the Upward Foundation school for special needs children. He served for seven years, under Governors Napolitano and Brewer, on the Arizona Governor's Regulatory Review Council, which provides final review of most state agency rules. He previously served as a disciplinary hearing officer for the Arizona Supreme Court and as a member of the State Bar's Rules of Professional Conduct Committee.

Chris is listed in *The International Who's Who of Environment*

*Lawyers, Chambers USA (Band 1), Best Lawyers in America, and Southwest Super Lawyers.*

## REPRESENTATIVE EXPERIENCE

- As counsel for MeadWestvaco Corporation, helping persuade the United States Court of Appeals for the Eleventh Circuit to affirm dismissal of cost recovery claims by two corporate successors to Monsanto that had been administratively and judicially compelled to incur those costs, in *Solutia v. McWane, et al*, 672 F.3d 1230 (11th Cir. 2012), *cert. denied*, 133 S. Ct. 427 (2012), thereby resolving an issue left open by the *US Supreme Court in United States v. Atlantic Research*, 551 U.S. 128 (2007).
- Representing the City of Phoenix, as co-plaintiff with the Arizona Department of Environmental Quality, in cost recovery litigation that resulted in recovery of \$29.2 million in past and future costs at a National Priorities List landfill site operated by the City. *State of Arizona and City of Phoenix v. Motorola, et al.*, 805 F. Supp. 749 (D. Ariz. 1992); 805 F. Supp. 742 (D. Ariz. 1992); 774 F. Supp. 566 (D. Ariz. 1991); 139 F.R.D. 141 (D. Ariz. 1991).
- For a group of industrial settling parties, handling argument before the U.S. Court of Appeals for the Ninth Circuit on the level of deference owed by District Courts when evaluating proposed CERCLA consent decrees negotiated by state environmental agencies. *State of Arizona v. Ashton, et al*, 761 F.3d 1005 (9th Cir. 2014).
- For the City of Phoenix, prevailing in the first case to hold squarely that trustees and other fiduciaries could be held personally liable as owners under Superfund, prompting a 1996 Congressional amendment of CERCLA that is now codified at 42 USC §9607(n). *City of Phoenix v. Garbage Service Co.*, 816 F. Supp. 564 (D. Ariz. 1993), and 827 F. Supp. 600 (D. Ariz. 1993).
- Representation of the City of Phoenix, landlord of Honeywell's Sky Harbor Airport facility, in a series of matters arising from Honeywell's release of volatile organic compounds and petroleum into groundwater within the Motorola 52nd Street NPL site. *See, e.g., Roosevelt Irrigation District v. Salt River Project, et al.*, No. CV-2010-00290-DAE (D. Ariz.); *Freescale Semiconductor, Inc. and Honeywell International v. City of Phoenix, et al*, No. 2:06-cv-00793-FJM, (D. Ariz.); *State of Arizona v. Motorola, Inc. and City of Phoenix, Arizona*, No. CV96-2626 PHX ROS (D. Ariz.).
- For MeadWestvaco Corporation, recovering \$2 million in past CERCLA response costs from the United States, as successor to the Defense Plant Corporation, arising from past releases of polyaromatic hydrocarbons at the Chattanooga Coke plant state Superfund site. *MeadWestvaco Corporation and MW Custom Papers, LLC, v. United States*, No. 1:10-CV-250 (E.D. Tenn.).
- Representing the City of Phoenix as plaintiff in a CERCLA case against The Goodyear & Rubber Company arising out of VOC contamination at the NPL-listed Phoenix-Goodyear Airport. City of

*Phoenix v. Goodyear Tire & Rubber, et al.*, No. CIV 91-06291  
(Super. Ct. Ariz., Maricopa County).

- Representing one of the primary defendants in a CERCLA natural resource damage claim and companion tort litigation brought by the State of New Mexico against a group of alleged contributors to groundwater contamination in Albuquerque's South Valley.
- Counsel to MeadWestvaco Corporation, former owner and operator of paper mill along Kalamazoo River, with regard to NPL-listed site of PCB-contaminated river sediment. Represent company in litigation and mediation proceedings regarding past and potential future response costs and natural resource damages at the site, which includes five paper residual disposal areas, five paper mill properties, and approximately 83 miles of the Kalamazoo River and its Portage Creek tributary. *Georgia-Pacific Consumer Products, et al v. NCR Corporation, et al*, No. 1:11-cv-00483-RJJ (W.D. Mich).
- Representing a former direct and indirect discharger of wastewater with regard to threatened response cost and natural resource damage claims involving the Onondaga Lake Superfund site near Syracuse, New York. The Site, whose contaminants of concern are mercury and heavy metals, includes the lake itself, seven major and minor tributaries, and eleven upland sources of contamination.
- Defending the City of Scottsdale against claims by a developer arising out of the City's enforcement of its flood control ordinance. *Edmunds-Toll Construction Company v. City of Scottsdale, et al*, CV2012-018283 (Arizona Superior Ct., Maricopa).
- Representing the City of Goodyear, Arizona in a successful CERCLA case against Crane Companies, brought to recover past and future costs arising from contamination of the City's drinking water well field with perchlorate released from a rocket facility. *City of Goodyear, Arizona v. Crane Co. et al*, No. CV 05 0387 PHX ROS (D. Ariz.).
- Successfully defending Maricopa County, its Air Quality Control Division, and Director Robert Kard in a judicial challenge to the County's particulate matter regulations applicable to sand and gravel industry. *Arizona Rock Products Association v. Maricopa County, et al*, No. CV 2005-015595 (Ariz. Superior Ct.).
- Successfully resolving a purported property damage class action alleging that MeadWestvaco Corporation and other industrial entities caused lead and PCB contamination in Anniston, Alabama, in a case that produced the first ruling in the courts of appeal on the Class Action Fairness Act's removal provisions. *Evans v. Walter Industries, et al.*, 449 F.3d (11<sup>th</sup> Cir. 2006).
- For a chemical company located on tribal land, litigating in the U.S. Interior Board of Indian Appeals whether the U.S. Bureau of Indian Affairs should have completed a new environmental assessment

under NEPA prior to approving the company's lease.

- Counseling a major investment fund on potential legacy environmental liability issues arising out of its proposed acquisition of an industrial entity facing potential response cost and natural resource damage liability at dozens of sites.

#### SELECTED REPORTED DECISIONS

- *State of Arizona v. Ashton, et al*, 761 F.3d 1005 (9th Cir. (9th Cir. 2014) (deference owed by District Court to state environmental agency while evaluating proposed CERCLA consent decree)
- *Solutia, Inc. and Pharmacia Corporation v. McWane, et al*, 726 F. Supp. 2d 1316 (N.D. Ala. 2010); *aff'd*, 672 F.3d 1230 (11th Cir. 2012); *cert. denied*, 133 S. Ct. 427 (2012) (nature of cost recovery and contribution rights available to party compelled to incur response costs post-*Atlantic Research*)
- *State of Tennessee v. Roane Holdings*, 835 F. Supp.2d 527 (E.D. Tenn. 2011) (approval of CERCLA consent decree)
- *MeadWestvaco Corporation v. United States*, 2011 U.S. Dist. Lexis 15763 (E.D. Tenn. February 16, 2011) (CERCLA consent decree approval)
- *ASARCO, Inc. v. Union Pacific Railroad Company*, 2006 U.S. Dist. LEXIS 2626 (D. Ariz. January 24, 2006) (nature of cost recovery and contribution rights available to liable volunteer post-*Aviall*)
- *The Pinal Creek Group v. Newmont Mining, et al.*, 926 F. Supp. 1400 (D. Ariz. 1996), *rev'd*, 118 F.3d 1298 (9th Cir. 1997), *cert. denied*, 524 U.S. 937 (1998) (liable party cost recovery under CERCLA Section 107) (counsel for *amicus* City of Phoenix)
- *City of Phoenix, Arizona v. Garbage Service Co., et al.*, 827 F. Supp. 600 (D. Ariz. 1993) (extent of trustee liability under CERCLA); 816 F. Supp. 564 (D. Ariz. 1993) (owner/operator/trustee liability under CERCLA); 33 Env't Rep. Cases (BNA) 1655 (D. Ariz. April 4, 1991) (owner liability under CERCLA)
- *State of Arizona and City of Phoenix, Arizona v. Motorola, Inc., et al.*, 805 F. Supp. 749 (D. Ariz. 1992) (divisibility of harm under CERCLA); 805 F. Supp. 742 (D. Ariz. 1992) (causation under CERCLA); 774 F. Supp. 566 (D. Ariz. 1991) (CERCLA generator liability); 139 F.R.D. 141 (D. Ariz. 1991) (intervention into CERCLA consent decree proceeding)

#### SELECTED PAPERS AND PUBLICATIONS

- **The Year in Superfund 2014, ABA Section of Environment, Energy & Resources (forthcoming, May, 2015).**
- **What Constitutes a 'Water of the United States': A Mean-Spirited Guide, ABA Natural Resources & the Environment magazine (forthcoming, Summer, 2015).**

- **Tomorrow's News Today: The Future of Superfund Litigation, Arizona State University Law Journal, Vol. 46 (Summer 2014).**
- **The Good Stuff is Always in the Footnotes: Atlantic Research and the Partial Revival of PRP Cost Recovery, ALI-ABA Environmental and Toxic Tort Conference, March 27-28, 2008, Scottsdale, Arizona.**
- **Little Brothers of the Poor v. Kallous Chemical: A Mock Argument on Post-Aviatt CERCLA Issues, ALI-ABA Advanced Environmental and Toxic Tort Litigation Seminar, February 1-2, 2007, New Orleans, Louisiana.**
- **The Class Action Fairness Act at Age Two, ALI-ABA Advanced Environmental and Toxic Tort Litigation Seminar, February 1-2, 2007, New Orleans, Louisiana.**
- **The Aftermath of Cooper v. Aviall: Where Is Superfund Litigation Headed?, ALI-ABA Advanced Environmental and Toxic Tort Litigation Seminar, January 26-27, 2006, Scottsdale, Arizona.**
- **Getting Real: Explaining Relative Risk in Defense of the Environmental Case, ALI-ABA Advanced Environmental and Toxic Tort Litigation Seminar, January 22-23, 2004, Orlando, Florida.**
- **Is Private Cost Recovery Under CERCLA Dead, or Just Mortally Wounded? And Are Those John Cruden's Fingerprints on the Knife?, ALI-ABA Advanced Environmental and Toxic Tort Litigation Seminar, January 24-25, 2002, San Francisco, California.**



# Staff Report

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**Agenda Item:**           **MEMORANDUM OF UNDERSTANDING WITH THE YAVAPAI TRAUMA INTERVENTION PROGRAM (TIP) –**  
Discussion and consideration of the 2015-2016 Intergovernmental Agreement between the Yavapai Trauma Intervention Program and the Town of Clarkdale for emotional and practical support to victims of traumatic events.

**Staff Contact:**       Randy Taylor, Town Chief of Police

**Meeting Date:**       April 28, 2015

**Background:** TIP is a nonprofit organization whose primary purpose is to ensure that those who are emotionally traumatized receive the support they need immediately following a crisis event. The TIP program is designed to prevent the secondary victimization that all too often occurs with the loss of life incidents. The Yavapai Chapter of TIP is a group of specially trained volunteers who provide emotional aid and practical support to victims of traumatic events and their families in the first few hours following a tragedy. TIP Volunteers are available 24 hours a day, 365 days a year. They are called by police officers, firefighters, paramedics, and hospital personnel to assist family members and friends following a natural or unexpected death; victims of violent crime including rape, assault, robbery, or burglary; victims of fire; disoriented or lonely elderly persons; people involved in motor vehicle accidents; people who are distraught and seeking immediate support; and survivors of suicide.

The Clarkdale Police Department has not had a formal relationship with TIP in the past, but have utilized their services with increasing frequency over the past year (through the MOU in place with the Clarkdale Fire District). Due to the increased usage of TIP by the Clarkdale Police Department, TIP has requested that we sign a Memorandum of Understanding, specific to the Town of Clarkdale.

The requested funding for the program is \$2,650.00 which has been included in the 2015-2016 Police Department Budget.

**Recommendation:** To approve the Intergovernmental Agreement for the 2015-2016 Intergovernmental Agreement between the Yavapai Trauma Intervention Program and the Town of Clarkdale for support services.



**AGREEMENT BETWEEN  
TOWN OF CLARKDALE  
AND  
TRAUMA INTERVENTION PROGRAMS OF ARIZONA, INC.**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, by and between the Town of Clarkdale and it's Police Department, hereinafter referred to collectively as "Town", and Trauma Intervention Programs of Arizona, Inc., hereinafter referred to as "TIP".

**WITNESSETH:**

**WHEREAS**, the Town is desirous of TIP providing a range of emotional and practical support services to victims of traumatic events and their families; and

**WHEREAS**, victims of traumatic events sometimes require assistance in making arrangements for shelter, food, transportation and receiving necessary information and referral services; and

**WHEREAS**, TIP is a contractor which has the ability to provide such services; and

**WHEREAS**, the parties wish to enter into an agreement whereby TIP will furnish such services;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**1. SERVICES AND DUTIES**

- (a) TIP shall make available to the Town sufficient information to enable the Town to contact the appropriate TIP volunteer, including 24-hour on-call phone number, address, and names of volunteers, supervisors (when appropriate), as well as alternate or backup telephone numbers.
- (b) TIP or TIP's employees and/or volunteers shall provide all vehicles and equipment necessary for the performance of this Agreement and shall be responsible for maintenance of said equipment and vehicles.
- (c) TIP shall provide all personnel, volunteers, supplies, and equipment necessary for the efficient and effective operation of the services and programs provided for herein.
- (d) Upon the request of or referral by the Town, or as otherwise agreed upon, TIP personnel shall provide on-scene emotional and practical support to the victims of traumatic events and their family members (hereinafter "clients"). Said emotional and practical support services shall include but shall not be limited

to providing on-scene emotional support to clients; making necessary telephone calls; making arrangements for clean-up services; notifying family, friends and others; referring to follow-up services; providing information and referral services; performing one follow-up contact to verify the client's welfare.

- (e) TIP shall comply with all applicable local, state or federal laws or regulations.

## **2. COMPENSATION FOR SERVICES**

The Town agrees to pay TIP a minimum annual amount of \$2,650.00 or \$0.335 per capita, whichever is greater, for the services to be performed hereunder. The Town agrees to pay annually, in advance, unless some other method of payment is mutually agreed to in writing.

## **3. INDEPENDENT CONTRACTOR**

In the performance of the obligations under the Agreement, it is understood and agreed that TIP is at all times acting and performing services as an independent contractor, and the Town shall exercise no control or direction over the manner and means by which TIP performs its obligations under this contract, except as herein stated. All persons employed by or volunteering for TIP in the performance of TIP's services and functions shall be considered employees, volunteers and agents for TIP and no person employed by or volunteering for TIP shall be entitled to any Town pension, civil service, or any status or right, nor shall he or she be deemed to be a Town employee as a result of this Agreement. Additionally, all persons employed by or volunteering for TIP shall not represent themselves to be affiliated with the Sedona Police Department or the Town of Clarkdale.

## **4. IDEMNIFICATION**

TIP promises and agrees to defend, protect, indemnify and save harmless the Town, its officers, agents and employees, from and against any and all claims, demands and liability for damages for personal injury or property damage suffered by reason of any act or omission of TIP or TIP's employees, volunteers, agents or contractors, or by reason of any dangerous or defective condition caused or permitted by TIP or TIP's employees, volunteers, agents or contractors.

## **5. PROPRIETARY RIGHTS**

- (a) The Contractor is the sole and exclusive owner of all proprietary and other property rights and interests in and to the trade names and/or trademarks "Trauma Intervention Programs," "TIP, Inc." and "TIP" and all other trademarks and service marks used in connection with the TIP Program, including but not limited to all those trademarks, service marks, slogans, logos and rights residing in the banners, brochures, business cards and letterheads by which groups licensed to adopt and use said names and marks and products

therefore are known and identified (collectively, "Proprietary marks and Indicia").

- (b) The Contractor is the sole and exclusive owner of all materials used to operate the TIP Program in the Town. These materials include but are not limited to the Operations Manual, Volunteer Training Manual and Trainers Manual. Upon termination of this Agreement, the Town agrees to immediately return all manuals and materials to the Contractor.

## 6. INSURANCE

- (a) TIP shall secure and maintain throughout the contract period, and any extensions thereof, professional liability insurance, public liability insurance, property damage and vehicle liability insurance effective as of the effective date of this Agreement, and shall be protected from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Agreement. Said insurance shall be maintained in full force and effect during the term of this Agreement or renewals or extensions thereof. Such a policy shall be for not less than \$1,000,000 for injuries, including accidental death, to any one person and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for any one occurrence and \$1,000,000 for property damage and shall be in place with a company authorized to conduct business in the State of Arizona. The Town shall be named as an Additional Insured on all policies and/or certificates of insurance. Copies of all policies or certificates shall provide for thirty (30) days written notice to the Town prior to any reduction in coverage or cancellation. Such insurance coverage shall be primary and shall not require any contribution by the Town or by the Town's insurance carriers.

The amount of such insurance shall not be deemed a limitation of TIP's agreement to save and hold the Town harmless and if the Town becomes liable for an amount in excess of the insurance, TIP will save and hold the Town harmless from the whole thereof.

The Town reserves the right to increase the amount of insurance coverage described hereinbefore, and to require any additional riders and provision in said policies or certificates as shall be considered necessary by the Town Attorney and/or the Town Manager consistent with the terms and conditions of this contract. TIP shall comply with said increase or other change within thirty (30) days after notice from the Town.

- (b) Workers' Compensation. If necessary, TIP shall secure and maintain throughout the term of this Agreement, Workers' Compensation insurance as prescribed by the laws of the State of Arizona. A certificate evidencing such coverage shall be filed with the Town. Said certificate shall provide that the

Town will be given at least thirty (30) days written notice prior to cancellation.

**7. TERMINATION**

- (a) For Cause. If either party fails to perform any duties or obligations imposed on it by this Agreement and such failure continues for thirty (30) days after written notification by one party to the other, then this Agreement will be in breach and the party providing such notice may terminate this Agreement immediately thereafter.
- (b) Without Cause. Either party at any time may terminate this Agreement without cause upon the giving of forty-five (45) days prior written notice to the other of such intent to terminate at the address set out in Section 9 of this Agreement.
- (c) Reimbursement of Compensation. If this Agreement is terminated prior to the end of the term set forth in Section 8, TIP shall reimburse the Town a pro rata amount of any compensation paid in advance.

**8. TERM**

This Agreement shall be for July 1, 2015 through June 30, 2016 unless sooner terminated in accordance with Section 7. Thereafter, the Agreement shall automatically renew for consecutive one-year terms, unless notice of non-renewal or termination is given by either party to this Agreement.

**9. NOTICES**

Notices shall be deemed given under this Agreement when in writing and personally delivered or placed in the U.S. Mail, first class, postage prepaid, addressed as follows:

Town: Town of Clarkdale  
P.O. Box 308  
Clarkdale, AZ 86324

TIP: Trauma Intervention Programs of Arizona, Inc.  
35 N French Drive  
Prescott, AZ 86303

**10. ASSIGNMENT/AMENDMENT/ ENTIRE AGREEMENT/ NO CONTINUING WAIVER**

This Agreement constitutes the entire agreement between the parties. It may be amended only in writing signed by both parties. No waiver of any term or condition of this Agreement shall be deemed a continuing waiver hereof. This Agreement is binding upon TIP and their successors and assignees. Except as otherwise provided herein, TIP shall not assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the Town. Any such assignment shall, at the option of the Town, immediately void this Agreement.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS Agreement to be executed by their authorized officers on the day and year first above written.**

Town of Clarkdale

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

Trauma Intervention Programs of Arizona, Inc.

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

Executive Director



# Staff Report

**Agenda Item:** **FISCAL YEAR 2015-2016 PRELIMINARY BUDGET WORKSESSION**– A worksession with the Council regarding the Preliminary Budget for FY 15-16.

**Staff Contact:** Kathy Bainbridge, Clerk/Finance Director

**Meeting Date:** April 28, 2015

**Background:** A Power Point presentation of the 2015-2016 Fiscal Year Preliminary Budget will show the combination of projected expense and revenue reductions/increases throughout the General Fund, Streets Fund, Capital Project Fund, along with the Donations, Impact Fees, Court Enhancement and Grant Funds. These projections will be fine tuned as we continue to receive additional information over the next two months.

Several dates should be kept in mind during the budgeting process. State law requires that, on or before the third Monday of July of each fiscal year, the Town Council must adopt a preliminary budget. Functionally though, the Town of Clarkdale adopts a preliminary budget prior to June 30<sup>th</sup> so that the staff has a guideline for expenditures on July 1<sup>st</sup>, which is the beginning of the fiscal year. The preliminary budget sets the maximum “limits” for expenditures.

There is no specific date set by state law for adoption of the final budget. However, the deadline for adoption of a property tax levy is the third Monday in August. Since state law requires a period of at least fourteen days between adoption of the final budget and adoption of the tax levy, the deadline for adoption of the final budget becomes the first Monday in August.

**Proposed Timeline:**

March 24, 2015	Preliminary Budget Worksession - Completed
April 28, 2015	Preliminary Budget Worksession
May 26, 2015	Preliminary Budget Worksession
June 9, 2015	Preliminary Budget Worksession (If Needed)
June 23, 2015	Approval of Preliminary Budget
July 28, 2015	Public Hearing for: Final Budget Property Tax Levy Truth In Taxation Resolution on Primary Property Tax Rate Adoption of Final Budget
August 11, 2015	Adopt Property Tax Levy

**Recommendation:** This is a worksession only and no action by Council is required.