A. CALL TO ORDER.

B. INVOCATION AND PLEDGE OF ALLEGIANCE.

C. ROLL CALL.

D. CONSENT AGENDA.

The Council may, at this time, take single action on any or all items listed as consent agenda items. These items may include, but are not limited to, acceptance of agenda, acceptance of minutes, appointments, acceptance of resignations and adoption of certain resolutions and other items which do not require a public hearing. The Consent Agenda is a timesaving device of which the Mayor and City Council is to receive documentation on these items from the City Manager for their review prior to the meeting. Any member of the Council may remove any item from the Consent Agenda for discussion and cause a separate vote on the matter later in the agenda.

1. Acceptance of Agenda.

2. Approval of Minutes of Regular Meeting of March 6, 2012.

3. Consideration of approval of Resolution No.12-05, authorizing the City of Apache Junction to enter into an intergovernmental agreement for The Arizona Child Abduction Response Team (CART).

   Consideration of approval of Resolution No.12-05, authorizing the City of Apache Junction to enter into an intergovernmental agreement for the Arizona Child Abduction Response Team (CART).

   The following public agencies have created a CART dedicated to investigating and preventing cases involving abducted children in the cities of Apache Junction, Chandler, Mesa, Scottsdale, and Phoenix; the towns of Gilbert, Maricopa, and Paradise Valley; and the Federal Bureau of Investigation. Through CART, law enforcement agencies work together to identify, apprehend, and prosecute perpetrators of child kidnapping, abduction, false imprisonment and similar or related violations.

   Resolution No. 12-05 authorizes the city to enter into an intergovernmental agreement with the cities of Chandler, Mesa, Scottsdale, and Phoenix; the towns of Gilbert, Maricopa, and Paradise Valley; and the Federal Bureau of Investigation.

E. AWARDS, PRESENTATIONS AND PROCLAMATIONS.

   Awards, presentations from other organizations, proclamations issued by the mayor, and acknowledgement of distinguished guests and visitors, and staff presentation of receipt of grant or donated funds are permitted at this time.

   None.

F. ANNOUNCEMENT OF CURRENT EVENTS.

   The Mayor or any member of Council may at this time present a brief summary of current events. However, no discussion shall take place on such items except for clarifying comments related to substance, time and location.

G. CITY MANAGER’S REPORT.

   The City Manager, members of City staff or those individuals designated by the Manager may present information pertinent to items under
consideration or information related to the operation of the City. There shall however be no discussion at this time except for clarification inquiries.

4. **MANAGER’S REPORT.**

H. **PUBLIC HEARINGS.**

Public hearings required by applicable law shall be conducted by the Council and any person shall be given the opportunity to speak. All remarks shall be addressed to the Council as a whole and not to any member thereof. Such remarks shall be limited to five (5) minutes unless additional time is granted by the Mayor. This time limitation shall not apply to applicants and their agents appearing before the Council.

5. **APPLICATION FOR A SPECIAL EVENT LIQUOR LICENSE FOR THE BOYS AND GIRLS CLUB OF THE EAST VALLEY - APACHE JUNCTION BRANCH.**

An application for a special event liquor license has been submitted by the Boys and Girls Club of the East Valley - Apache Junction Branch for a fundraising event to be held on April 21, 2012 at the Dolce Vita Community Center ballroom, 3301 S. Goldfield.

The next step in the procedure is for the council to hold a public hearing on the application and make a recommendation for approval or denial to be forwarded to the Arizona Department of Liquor Licenses and Control.

I. **OLD BUSINESS.**

The Council shall consider any business that has been previously considered and which is still unfinished to include those items previously postponed or tabled. No member of the public shall be permitted to speak on these items unless invited to do so by the Mayor after first submitting a written request-to-speak form with the City Clerk.

6. **AWARD OF BID FOR TOWING SERVICES.**

On March 19, 2012, Police Department staff briefed the Council on the February 1, 2012 towing services RFP submittals and provided its recommendations. This is the time set for Council's selection of and award of bid to tow operators for police-ordered tows.

J. **NEW BUSINESS.**

The Council shall consider any business not yet considered. No member of the public shall be permitted to speak on these items unless invited to do so by the Mayor after first submitting a written request-to-speak form with the City Clerk.

None.

K. **COUNCIL DIRECTION TO STAFF.**

This item allows the Mayor and City Council to direct staff on specifically listed matters.

7. **COUNCIL DIRECTION TO STAFF ON PUBLIC ART FOR THE OLD WEST HIGHWAY MEDIAN ENHANCEMENT PROJECT.**

Staff seeks direction on the public art alternatives for the Old West Highway pedestals.

L. **SELECTION OF MEETING DATES, TIMES, LOCATIONS, AND PURPOSES:**

8. **EXECUTIVE SESSION AT 5:45 P.M. AND WORK SESSION AT 7:00 P.M. FOR MONDAY, APRIL 2, 2012.**

9. **EXECUTIVE SESSION AT 5:45 P.M. FOR TUESDAY, APRIL 3, 2012. OTHER MEETINGS IF NECESSARY.**

M. **CALL TO PUBLIC.**

At this time the public has the privilege to address the Council with requests, communications, comments or suggestions relating to City business that are not listed on the agenda. All speakers must have already submitted a written “Request to Speak” form to the City Clerk no later than the conclusion of the City Manager’s Report portion of the agenda. If there is a group speaking on the same item, they should select a spokesperson. All such remarks shall be addressed to the Council as a whole and not to any member thereof. The Mayor is authorized to ask a speaker to stop speaking and leave the podium or to adjourn the meeting if anyone becomes disorderly, uncivil, makes personal attacks or continues to speak about items that are not within the jurisdiction of the city after being warned such issues are beyond the jurisdiction of the city to act. The Council may not answer questions of the speaker, discuss the matter with one another, but may, at the conclusion: 1) respond to criticism by a speaker; 2) ask the City Manager to review a matter; 3) ask the City Manager to place the matter on a future agenda. Each speaker must approach the podium, speak into the microphone, provide their name and address. There is a three (3) minute time limit per speaker.

N. **ADJOURNMENT.**
If any person with a disability needs any type of accommodation, please notify the Human Resources Office, at (480) 474-2617 or (480) 983-0095 (TDD) at least 72 hours prior to the scheduled time.
TO: City Manager's Office
FROM: Kathy Connelly, City Clerk
DATE: March 20, 2012

Agenda Type: Regular Agenda
Council Priority Focus Area: Required by Federal Law or State Statute

TITLE OF AGENDA ITEM:
Acceptance of Agenda.

ACTION REQUESTED:
Recommendation for Approval

DISCUSSION / BACKGROUND INFORMATION:

FISCAL IMPACT:

OPTIONS / ALTERNATIVES:

RECOMMENDATION:

ATTACHMENTS:
Click to download
No Attachments Available
TO: City Manager's Office
FROM: Kathy Connelly, City Clerk
DATE: March 20, 2012

Agenda Type: Regular Agenda
Council Priority Focus Area: Required by Federal Law or State Statute

TITLE OF AGENDA ITEM:
Approval of Minutes of Regular Meeting of March 6, 2012.

ACTION REQUESTED:
Recommendation for Approval

DISCUSSION / BACKGROUND INFORMATION:

FISCAL IMPACT:

OPTIONS / ALTERNATIVES:

RECOMMENDATION:

ATTACHMENTS:
Click to download
No Attachments Available
TO: City Manager's Office
FROM: Jerald L. Monahan, Chief of Police
DATE: March 20, 2012

Agenda Type: Regular Agenda
Council Priority Focus Area: Public Safety

TITLE OF AGENDA ITEM:
Consideration of approval of Resolution No.12-05, authorizing the City of Apache Junction to enter into an intergovernmental agreement for The Arizona Child Abduction Response Team (CART).

ACTION REQUESTED:
Recommendation for Approval

DISCUSSION / BACKGROUND INFORMATION:
Consideration of approval of Resolution No.12-05, authorizing the City of Apache Junction to enter into an intergovernmental agreement for the Arizona Child Abduction Response Team (CART).

The following public agencies have created a CART dedicated to investigating and preventing cases involving abducted children in the cities of Apache Junction, Chandler, Mesa, Scottsdale, and Phoenix; the towns of Gilbert, Maricopa, and Paradise Valley; and the Federal Bureau of Investigation. Through CART, law enforcement agencies work together to identify, apprehend, and prosecute perpetrators of child kidnapping, abduction, false imprisonment and similar or related violations.

Resolution No. 12-05 authorizes the city to enter into an intergovernmental agreement with the cities of Chandler, Mesa, Scottsdale, and Phoenix; the towns of Gilbert, Maricopa, and Paradise Valley; and the Federal Bureau of Investigation.

FISCAL IMPACT:
Budgetary Approval Not Required

OPTIONS / ALTERNATIVES:

RECOMMENDATION:
Approval of Resolution No. 12-05.

ATTACHMENTS:
Click to download
- Resolution 12-5 and IGA
RESOLUTION NO. 12-05

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, AUTHORIZING THE CITY OF APACHE JUNCTION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE ARIZONA CHILD ABDUCTION RESPONSE TEAM.

WHEREAS, the following public agencies have created an Arizona Child Abduction Response Team (“CART”) dedicated to investigating and preventing cases involving abducted children in the cities of Apache Junction, Chandler, Mesa, Scottsdale, and Phoenix; the towns of Gilbert, Maricopa, and Paradise Valley; and the Federal Bureau of Investigation; and

WHEREAS, it is the intention of these municipalities to officially enter into intergovernmental agreements to solidify each entity’s commitment to participate in CART; and

WHEREAS, through CART, law enforcement agencies work together to identify, apprehend, and prosecute perpetrators of child kidnapping, abduction, false imprisonment and similar or related violations; and

WHEREAS, through CART, it is also possible to seize assets of those engaged in the above-listed crimes; and

WHEREAS, pursuant to A.R.S. § 11-952(A), public entities may enter into intergovernmental agreements with other municipalities and governmental entities for joint or cooperative activities; and

WHEREAS, the parties have crafted a written agreement in the form of an intergovernmental agreement which formalizes the arrangement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION ARIZONA, AS FOLLOWS:

1) The Mayor and City Council approve the form of the Intergovernmental Agreement for the creation and participation in the Arizona Child Abduction Response Team set forth in Attachment A; and the Mayor is hereby authorized to sign the agreement on behalf of the City.
2. Staff shall record such document in the Pinal and Maricopa County Recorders’ offices within sixty (60) days after full execution by all Parties.

3. The Chief of Police is authorized to participate in and designate staff to fulfill all the duties of CART.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, THIS ____ DAY OF ________, 2012.

SIGNED AND ATTESTED TO THIS ____ DAY OF ________, 2012.

_________________________
JOHN S. INSALACO
Mayor

ATTEST:

_________________________
KATHLEEN CONNELLY
City Clerk

APPROVED AS TO FORM:

_________________________
RICHARD J. STERN
City Attorney
ATTACHMENT A

INTERGOVERNMENTAL AGREEMENT
FOR THE CREATION AND PARTICIPATION IN THE ARIZONA CHILD
ABDUCTION RESPONSE TEAM

This Agreement is entered into pursuant to A.R.S. §§11-951 et seq., and A.R.S. §13-3872 among the City of Apache Junction, the City of Chandler, the Federal Bureau of Investigation, the Town of Gilbert, the Town of Maricopa, the City of Mesa, the Town of Paradise Valley, the City of Phoenix and the City of Scottsdale. The aforementioned agencies shall herein after be known collectively as the Arizona Child Abduction Response team agencies (CART) and any other public agencies, as that term is defined in A.R.S. § 11-951, which after invitation by the CART chiefs, comply with the provisions of A.R.S. §§11-951 et seq. and files an authorizing document with the County Recorder in the County in which the agency is located in that references this Agreement. A public agency shall become a Party to this Agreement as of the date that agency files with the appropriate County Recorder, notwithstanding that A.R.S. §§11-951 et seq., no longer requires such recording. Each CART agency shall provide a copy of its fully executed agreement to every other member agency. In addition to the above, all members to this Agreement may also be collectively known as or referred to as the Parties.

I. PURPOSE

The purpose of this Agreement is to create an Arizona Child Abduction Response Team (“CART”). The primary goal of the Arizona Child Abduction Response Team is to provide a pool of specialized investigators which are available to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to cases involving abducted children. CART agencies may request and render law enforcement assistance from other CART agencies in dealing with serious violations of law including, but not limited to, the investigation, arrest and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment and similar or related violations (utilizing state and federal law and prosecutions, as appropriate), the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Additionally, the location of each Party’s jurisdiction in relation to each other makes it advantageous to enter this particular Agreement in order to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity such at that described above.

II. AUTHORITY

A. The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§ 11-951 et seq., A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal Constitution or other governing statute or authority.
If any Native American tribe that is a party to this Agreement request CART assistance, all assisting CART team members shall be granted tribal peace officer authority for the duration of the CART activation within the applicable tribal jurisdiction.

III. ACTIVATION, PROCEDURES AND RESOURCES

A. Any Party to the Agreement may request activation of CART. It shall be the responsibility of the Party requesting activation to contact assigned team leaders via the law enforcement communications center of each Party.

B. The Party that has jurisdiction over the incident or investigation will remain as the lead agency during the duration of a particular CART activation with support from CART agencies.

C. Two CART Team Leaders will be selected by the CART Team members subject to final approval of the chief law enforcement officers (chiefs) of the CART agencies on a rotating basis for a term of at least one year, which shall correspond with the effective date of the Agreement. In the event that a Team Leader is unable to complete his or her term due to resignation from his or her agency or for any other reason, the CART members shall name a replacement subject to final approval of the chiefs.

D. The CART Team Leaders or designees will be responsible for coordinating on-going training, meetings or other necessary supporting functions in support of the operational effectiveness of CART. Team Leaders shall be responsible for mediating any jurisdictional disputes between the Parties during a CART activation. In the event such mediation fails, the issue shall be brought to the attention of the CART Chiefs for appropriate resolution.

E. Each Party shall to the best of its ability make at least one sworn law enforcement officer available along with supporting equipment such as vehicles in support of any CART activation. Each Party shall designate a primary CART member to participate in activations, meetings, trainings, etc. Each Party shall immediately inform other CART agencies when such designations change. In the event a primary CART member is not available or as the situation dictates, a CART agency may provide officers not normally designated as CART members in support of a CART activation.

F. Each Party shall have the sole discretion to determine how many or how long any of its personnel or resources shall be assigned in support of a CART activation.

IV. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include but are not limited to employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the Arizona Child Abduction Response Team, some or all of these expenses may be reimbursed to the Parties. In no event shall any
Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

V. NONDISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

VI. INDEMNIFICATION

To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractors, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractors, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third party action against any of the Parties.

VII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court unless the subject matter of the dispute involves an Indian Community, then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

VIII. DURATION AND CANCELLATION OF AGREEMENT

A. This Agreement shall become effective upon execution by the Parties hereto and filing with the appropriate County Recorder and shall remain in effect until July 1, 2020, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so. Any Party may withdraw from this Agreement with or without cause by giving thirty calendar days written notice to the other Parties to the Agreement.

B. This Agreement may be administratively extended by each Party at the direction of the chief law enforcement officer for each Party on or before the Termination date for a period of
an additional five years by notifying the other Parties in writing. Any Party which fails to do so by the termination date listed above shall no longer be a Party to the Agreement.

IX. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

X. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party’s practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

XI. WORKER’S COMPENSATION

Pursuant to A.R.S. §23-1022( D), for the purposes of worker’s compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of worker’s compensation benefits.

XII. OTHER PROVISIONS

A. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

B. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

C. This Agreement shall be recorded with the appropriate County Recorder as described above upon its execution and a copy shall be forwarded to each Party.

D. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.
E. Nothing within this Agreement shall be construed to limit the ability of participating Arizona Child Abduction Response Team members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

XIII. COMPLIANCE WITH E-VERIFY PROGRAM

A. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

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

C. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

D. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

E. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

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

XIV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The CART leaders shall compile a list of each Party’s address, phone number and contact person and distribute said list to each member to this Agreement.
IN WITNESS WHEREOF, the Party named below has executed this Agreement on ___________________, 2012.

CITY OF APACHE JUNCTION, an Arizona municipal corporation

By: ____________________________
    JOHN S. INSALACO
    Mayor

ATTEST:

_________________________
KATHLEEN CONNELLY
City Clerk

COUNSEL APPROVAL AS TO FORM

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

City of Apache Junction

By: ____________________________
    RICHARD J. STERN
    City Attorney

Date: ____________________________
TO: City Manager's Office  
FROM: George Hoffman, City Manager  
DATE: March 20, 2012

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<th>Regular Agenda</th>
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| Council Priority Focus Area: | |

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<th>MANAGER'S REPORT.</th>
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| ACTION REQUESTED: | |

| DISCUSSION / BACKGROUND INFORMATION: | |

| FISCAL IMPACT: | |

| OPTIONS / ALTERNATIVES: | |

| RECOMMENDATION: | |

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TO: City Manager's Office  
FROM: Kathy Connelly, City Clerk  
DATE: March 20, 2012  

Agenda Type: Regular Agenda  
Council Priority Focus Area: Required by Federal Law or State Statute  

TITLE OF AGENDA ITEM: 
APPLICATION FOR A SPECIAL EVENT LIQUOR LICENSE FOR THE BOYS AND GIRLS CLUB OF THE EAST VALLEY - APACHE JUNCTION BRANCH.  

ACTION REQUESTED: 
Recommendation for Approval  

DISCUSSION / BACKGROUND INFORMATION: 
An application for a special event liquor license has been submitted by the Boys and Girls Club of the East Valley - Apache Junction Branch for a fundraising event to be held on April 21, 2012 at the Dolce Vita Community Center ballroom, 3301 S. Goldfield.  

The next step in the procedure is for the council to hold a public hearing on the application and make a recommendation for approval or denial to be forwarded to the Arizona Department of Liquor Licenses and Control.  

FISCAL IMPACT:  

OPTIONS / ALTERNATIVES:  

RECOMMENDATION:  

ATTACHMENTS: 
Click to download 
- cover memo 
- application 
- applicant letter 
- department memo 
- planning recommendation 
- pd recommendation 
- fire district recommendation
MARCH 8, 2012

MEMORANDUM TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
THROUGH: GEORGE R. HOFFMAN, CITY MANAGER
THROUGH: KATHLEEN CONNELLY, CITY CLERK
FROM: JAN MASON, DEPUTY CITY CLERK

SUBJECT: AGENDA ITEM FOR MARCH 20, 2012: APPLICATION FOR A SPECIAL EVENT LIQUOR LICENSE FOR BOYS & GIRLS CLUB OF THE EAST VALLEY – APACHE JUNCTION BRANCH

An application for a Special Event Liquor License has been submitted by Ms. Laurie Armstrong of the Boys & Girls Club of the East Valley – Apache Junction Branch for a fundraising event to be held on April 21, 2012, at the Dolce Vista Community Center ballroom, 3301 S. Goldfield, Apache Junction.

Correspondence has been received from the planning division, police department and fire district, a copy of which is attached. The next step in the procedure is for the City Council to hold a public hearing on the application and make a recommendation for approval or denial to be forwarded to the State Department of Liquor Licenses and Control.
ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = $25.00 per day for 1-10 day events only
A service fee of $25.00 will be charged for all dishonored checks (A.R.S.§ 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

** Application must be approved by local government before submission to
Department of Liquor Licenses and Control. (Section #20) **

1. Name of Organization: Bays & Giants Clubs of the East Valley Apache Junction Branch

2. Non-Profit/I.R.S. Tax Exempt Number: 86-0556446

3. The organization is a: (check one box only)

☐ Charitable  ☐ Fraternal (must have regular membership and in existence for over 5 years)

☐ Civic  ☐ Religious  ☐ Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? ☐ on-site consumption  ☐ off-site consumption (auction)  ☑ both

FUND RAISING EVENT

5. Location of the event: 3361 S. Goldfield Rd Apache Junction, AZ 85119

Address of physical location (Not P.O. Box)  ☐

City  County  Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of
the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Armstrong  Lauret

Last  First  Middle  Date of Birth

7. Applicant’s Mailing Address: P.O. Box 3463 Apache Junction, AZ 85117

Street  City  State  Zip

8. Phone Numbers: (480) 987-3563  (480) 987-6381  (928) 965-532

Site Owner #  Applicant’s Business #  Applicant’s Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

<table>
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<tr>
<th>Date</th>
<th>Day of Week</th>
<th>Hours from A.M./P.M.</th>
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*Disabled individuals requiring special accommodations, please call (602) 542-9027
10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked? □ YES □ NO (attach explanation if yes)

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

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

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

   Name: Boys & Girls Clubs of the East Valley - Apache Junction Branch 100%
   Percentage

   Address: 1703 N. Idaho Rd, Apache Junction, AZ 85119

   Name: ____________________ Percentage
   Address: ____________________ (Attach additional sheet if necessary)

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

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

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

   □ Police
   □ Fencing
   □ Security personnel
   □ Barriers

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

   ____________________ Phone Number

   Name of Business: ____________________

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.
THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. Ramon Elias
(Print full name)

Declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 8, to apply on behalf of the foregoing organization for a Special Event Liquor License.

Ramon Elias
(Signature)

President CEO
(Title/Position)

2-21-2012
(Date)

(Phone #)

State of Arizona
County of Maricopa

The foregoing instrument was acknowledged before me this

21
Day

February 2012
Month

Year

My Commission expires on: 12/11/12
(Date)

(Diagram of notary public)

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

Laurel Armstrong
(Print full name)

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

Laurel Armstrong
(Signature)

State of Arizona
County of Maricopa

The foregoing instrument was acknowledged before me this

21
Day

February 2012
Month

Year

My commission expires on: 12/11/12
(Date)

(Signature of notary public)

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

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, ____________________________ ____________________________ hereby recommend this special event application

(Government Official) (Title)

on behalf of ____________________________ ____________________________

(City, Town or County) (Signature of official)

(Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

______________________________ ____________________________

(Employee) (Date)

☐ APPROVED ☐ DISAPPROVED BY

______________________________ ____________________________

(Title) (Date)
SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

DOLCE VITA AT SUPERSTITION Mtn
3301 S. GOLOFIELD RD
Apache Junction, AZ 85119

480-982-3563

NOT TO SCALE
February 28, 2012

Boys and Girls Club of the East Valley – Apache Junction Branch  
Attn: Laurel Armstrong  
P.O. Box 3463  
Apache Junction, AZ 85117

Dear Ms. Armstrong:

Please be advised that your application for a Special Event Liquor License for the Boys and Girls Club of the East Valley – Apache Junction Branch for April 21, 2012 at 3301 S. Goldfield Road has been scheduled for a public hearing.

The Apache Junction City Council will hold a public hearing on March 20, 2012, at 7:00 p.m. in the City Council Chambers, 300 E. Superstition Blvd., Apache Junction, at which time recommendation for approval or disapproval will be made to be forwarded to Arizona Department of Liquor Licenses and Control. Your attendance is requested should council have any questions on this application.

If you have any questions concerning this matter, please contact my office at (480) 982-8002.

Sincerely,

Kathleen Connelly  
City Clerk
FEBRUARY 28, 2012

MEMORANDUM TO: DEPARTMENT OF PUBLIC SAFETY
PLANNING DIVISION
APACHE JUNCTION FIRE DISTRICT

THROUGH: KATHLEEN CONNELLY, CITY CLERK

FROM: JAN MASON, DEPUTY CITY CLERK

SUBJECT: APPLICATION FOR A SPECIAL EVENT LIQUOR LICENSE
FOR BOYS AND GIRLS CLUB OF THE EAST VALLEY –
APACHE JUNCTION BRANCH

Mr. Laurel Armstrong has submitted an application for a Special Event Liquor License for March 20, 2012 at 3301 S. Goldfield Road, Apache Junction.

Please conduct the necessary inspections and submit your recommendation be email by Wednesday, March 7, in order for this item to be placed on the agenda for the City Council meeting of March 20, 2012.
Janet Mason

From: Rudy Esquivias
Sent: Wednesday, March 07, 2012 11:44 AM
To: Janet Mason
Subject: RE: Special Event Liquor License for the Boys & Girls Club

Jan:

The Planning Division has no objections to this one time event.

Rudy Esquivias
Senior Planner/Zoning Administrator
City of Apache Junction
300 E. Superstition Blvd.
Apache Junction, AZ 85119
480-474-2645
resquivias@ajcity.net

SERVICE OVER AND ABOVE THE REST

(Development Services Department office hours: Monday through Thursday from 7:00am to 6:00pm, closed Fridays and Holidays.)

---

From: Janet Mason
Sent: Wednesday, February 29, 2012 9:33 AM
To: Dave Montgomery (dave.montgomery@ajfire.org); Jeff Robinson; Rudy Esquivias
Subject: Special Event Liquor License for the Boys & Girls Club

I have received a special event liquor license application for the Boys & Girls Club. Please have your department recommendation to me no later than Wednesday, March 7.

Thank you.

Janet Mason
Deputy City Clerk
City Of Apache Junction
300 E. Superstition Blvd.
Apache Junction, AZ 85119
480-474-5068
jmason@ajcity.net

This message and the information within is intended for the recipient. If you received this email in error, please notify the sender and then delete the email. Emails generated by council members or City staff pertaining to City business are public records and are preserved according to the City's records retention schedule. To ensure compliance with the Open Meeting Law, members of the City Council should not forward email correspondence to other...
DATE: 03/07/2012
TO: Lt J Robinson
THROUGH:
FROM: Sgt G Durkin
SUBJECT: Boys & Girls Club Event

At your request, I went to Dolce Vista 3301 S Goldfield Rd, for the Special Event permit application- Boys & Girls Club of the East Valley.

This location is within the city limits of Apache Junction and is AJPD's jurisdiction.

This location is a secured, gated community, with a manned security post at the entrance.

The event is to occur on 4/21/12 within their community centers ball room. I met with the manager, Pat Eyrich for this inspection. She showed me the ball room that has an attached kitchen. She told me the liquor/beer/vine with be served though the kitchen window.

She told me the doors will have security personal posted at them and the pool outside the rear of this ballroom with be secured and locked.

Bathrooms, trash and parking will be on scene.

I did not see any objections or challenges with this application.
MEMORANDUM

TO: Jan Mason, Deputy City Clerk  
City of Apache Junction  
300 E. Idaho Road  
Apache Jct., AZ. 85219

FROM: John Suniga, Deputy Fire Marshal

DATE: March 1, 2012

SUBJECT: Application for Special Event Liquor License for 3301 S. Goldfield

The Apache Junction Fire District has reviewed the application as noted above regarding the facilities at 3301 S. Goldfield for an event to be held on March 7, 2012. We have recently completed an annual fire and life safety inspection with no major violations found. We therefore would recommend approval of this application.

Thank you for your notification on this matter.

If you have any further questions regarding this inspection, please feel free to contact my office at 982-4440. Thank You.

ATTN: Application
TO: City Manager's Office
FROM: Arnold Freeman, Police Captain
DATE: March 20, 2012

Agenda Type: Regular Agenda
Council Priority Focus Area: Public Safety

TITLE OF AGENDA ITEM:
AWARD OF BID FOR TOWING SERVICES.

ACTION REQUESTED:
Recommendation for Approval

DISCUSSION / BACKGROUND INFORMATION:
On March 19, 2012, Police Department staff briefed the Council on the February 1, 2012 towing services RFP submittals and provided its recommendations. This is the time set for Council's selection of and award of bid to tow operators for police-ordered tows.

FISCAL IMPACT:

OPTIONS / ALTERNATIVES:

RECOMMENDATION:
Selection of bidders.

ATTACHMENTS:
Click to download
Towing RFP Presentation
Project PD – 2011 - 03

RFP Tow Contracts

Arnold Freeman
Division Commander, Administrative & Support Services
Project PD – 2011 - 03
RFP Tow Contracts

Presentation Objectives:

Presentation/discussion on RFP Tow Contracts

Discussion on RFP Process and Requirements

Overview of bids received

Staff recommended options
Project PD – 2011 - 03
RFP Tow Contracts

Bids Received:
- RFP was generated with assistance from AJ legal department, submitted to Clerk Connelly’s Office, Invitation for bids advertised
- Bid opening held February 1, 2012 at 10:00 A.M. MST-Arizona; AJ City Clerk

Following bids were received:
1) Action Towing – 1414 E 18th Ave, AJ
2) Big Boyz Towing - NONE
3) Burke’s Towing – 1725 E 12th Ave, AJ
4) C.L. King Towing – 199 S Ironwood Dr, AJ
5) EZEE Towing – 1151 W Apache Trail, AJ
6) GO Tow – 936 W Apache Trail, AJ
7) Phoenix Metro Towing – 2244 W Apache Trail, AJ
8) Priority Towing – 1495 E 17th Ave, AJ
9) Randall’s Towing – 1361 E 18th Ave, AJ
Project PD – 2011 - 03

RFP components

Refined and updated 885

Qualifications and stability of vendor and principles

Consistent and equitable tow fees, customer & vendor

Enhanced Customer service & flexibility

Provides for vendor disciplinary measures and appeals

Mandates regular audits

Establishes on-scene authority
Complaints or Exceptions received in responses

Mileage:
Input from industry hourly rate, fuel surcharge

Audit Scope:
Police tows only

15 minute response time:
Reasonableness: based upon scene circumstances
Project PD – 2011 - 03
RFP Tow Contracts

Determining Criteria for Staff
Conclusions

A) Meets or exceeds AZ Administrative Tow Regulations (R-13)

B) Meets or exceeds the requirements of RFP PD-2011 - 03

C) Availability of equipment and personnel

D) Proximity to AJ focal point

E) Satisfactory tow history with AJPD
Project PD – 2011 - 03

RFP Tow Contracts

A) Meets or exceeds AZ Administrative Tow Regulations (R-13)
B) Meets or exceeds the requirements of RFP PD-2011 – 03
C) Availability of equipment and personnel
D) Proximity to AJ focal point
E) Satisfactory tow history with AJPD

C.L. King Towing – 0.9 – A, B, C, D, E
Burke’s Towing – 1.7 – A, B, C, D, E
Action Towing – 1.85 – A, B, C, D, E
Randall’s Towing – 1.9 – A, B, C, D, E
EZEE Towing – 0.6 - A, B, C, D
Priority Towing – 1.75 – A, C, D, E
GO Tow – 0.4 - A, C, D
Phoenix Metro Towing – 1.2 – C, D
Big Boyz Towing – A
Project PD – 2011 - 03
RFP Tow Contracts

Based upon the determining criteria 1-5, staff presents to council the following companies for consideration:

C.L. King Towing – 0.9 – A, B, C, D, E
Burke’s Towing – 1.7 – A, B, C, D, E
Action Towing – 1.85 – A, B, C, D, E
Randall’s Towing – 1.9 – A, B, C, D, E
    EZEE Towing – 0.6 - A, B, C, D
Priority Towing – 1.75 – A, C, D, E
    GO Tow – 0.4 - A, C, D
Phoenix Metro Towing – 1.2 – C, D
    Big Boyz Towing – A
TO: City Manager's Office
FROM: Janine Solley, Business Advocate
DATE: March 20, 2012

Agenda Type: Regular Agenda
Council Priority Focus Area: Community Development

TITLE OF AGENDA ITEM:
COUNCIL DIRECTION TO STAFF ON PUBLIC ART FOR THE OLD WEST HIGHWAY MEDIAN ENHANCEMENT PROJECT.

ACTION REQUESTED:
Direction to Staff

DISCUSSION / BACKGROUND INFORMATION:
Staff seeks direction on the public art alternatives for the Old West Highway pedestals.

FISCAL IMPACT:

OPTIONS / ALTERNATIVES:

RECOMMENDATION:

ATTACHMENTS:
Click to download
No Attachments Available
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<th><strong>TO:</strong></th>
<th>City Manager's Office</th>
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<tbody>
<tr>
<td><strong>FROM:</strong></td>
<td>George Hoffman, City Manager</td>
</tr>
<tr>
<td><strong>DATE:</strong></td>
<td>March 20, 2012</td>
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**Agenda Type:** Regular Agenda

**Council Priority Focus Area:**

**TITLE OF AGENDA ITEM:**
EXECUTIVE SESSION AT 5:45 P.M. AND WORK SESSION AT 7:00 P.M. FOR MONDAY, APRIL 2, 2012.

**ACTION REQUESTED:**

**DISCUSSION / BACKGROUND INFORMATION:**

**FISCAL IMPACT:**

**OPTIONS / ALTERNATIVES:**

**RECOMMENDATION:**

**ATTACHMENTS:**
Click to download
No Attachments Available
TO: City Manager's Office  
FROM: George Hoffman, City Manager  
DATE: March 20, 2012

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<thead>
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<td>Council Priority Focus Area:</td>
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**TITLE OF AGENDA ITEM:**
EXECUTIVE SESSION AT 5:45 P.M. FOR TUESDAY, APRIL 3, 2012. OTHER MEETINGS IF NECESSARY.

**ACTION REQUESTED:**

**DISCUSSION / BACKGROUND INFORMATION:**

**FISCAL IMPACT:**

**OPTIONS / ALTERNATIVES:**

**RECOMMENDATION:**

**ATTACHMENTS:**
No Attachments Available