

# 117035

Meeting Agenda 10/6/14  
9/18/14LAPAD  
#1

# Special Event Liquor License Application Attachment B

Licensing Office  
55 North Center Street  
PO Box 1466  
Mesa, Arizona 85211-1466  
480-644-2316 Telephone  
480-644-3999 Fax  
www.mesaaz.gov



**If you are having alcohol sales you will need to obtain a Special Event Liquor License or an Extension of Premises from City of Mesa Licensing Office. This must be submitted at least 60 days prior to the event. A license is required with special provision outlined. Plan a minimum of 60 days to complete this process.**

Check all that apply:

- ☐ Free/Host Alcohol  
☒ Alcohol Sales  
☐ Host and Sale Alcohol

- ☒ Beer  
☐ Beer and Wine  
☐ Beer, Wine and Distilled Spirits

Do you plan to secure a:

☒ **Special Event Liquor License** - The Special Event Liquor License fee is \$25 and must be approved by the City Council. After city approval, your application must be submitted to and approved by the State of Arizona. There are fees involved at the State. A non-profit association must obtain this license. (Complete State of Arizona Special Event Liquor Application and site plan.)

OR

☐ **Extension of Premises License** - There is no fee involved with the Extension of Premises. This is allowed when a liquor license is already in affect and you want to extend the area where liquor is sold. (Complete State of Arizona Extension of Premises Application and site plan.)

Please describe your security plan to ensure the safe sale or distribution of alcohol at your event \_\_\_\_\_  
 Pro-Em has been hired for security and fencing. There will be a barricade with security as well as an ID scanner.

## If applying for a Special Event Liquor License the following must be provided:

National Kidney Foundation of Arizona

REDACTED

Charity's or Organization's Name  
 Rita Luongo

Controller

501 (C) #

REDACTED

Name of Contact at Charity/Organization

Title with Organization

Phone Number

On-Site Agent Responsible for Liquor

How will attendees over the age of 21 be identified? \_\_\_\_\_

An ID scanner will be utilized.

What controls will be used to keep attendees under the age of 21 from obtaining alcohol at the event? \_\_\_\_\_

The area (beer garden) will be barricaded & attended controlled by hired security personnel.

Will food be served? ☐ Yes ☒ No If yes, what type of food will be served \_\_\_\_\_

Seating capacity of designated area: # 40-50

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

### 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: National Kidney Foundation of Arizona

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

**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

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: Ski Pro Inc.

Address of Location: 1924 W Rio Salado Mesa AZ 85201  
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: Neff Jeffrey D REDACTED  
Last First Middle Date of Birth

2. Applicant's mailing address: 360 E Coronado Road, #180 Phoenix, AZ 85004  
Street City State Zip

3. Applicant's home/cell phone: (REDACTED) Applicant's business phone: (602) 840-1644

4. Applicant's email address: jeffreyn@azkidney.org



**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? 0  
(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 Ski Pro Inc Percentage 25  
Address 1924 W Rio Salado Mesa, AZ 85201  
Street City State Zip  
Name National Kidney Foundation of Arizona Percentage 75  
Address 360 E Coronado Road, Suite 180 Phoenix, AZ 85004  
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.)

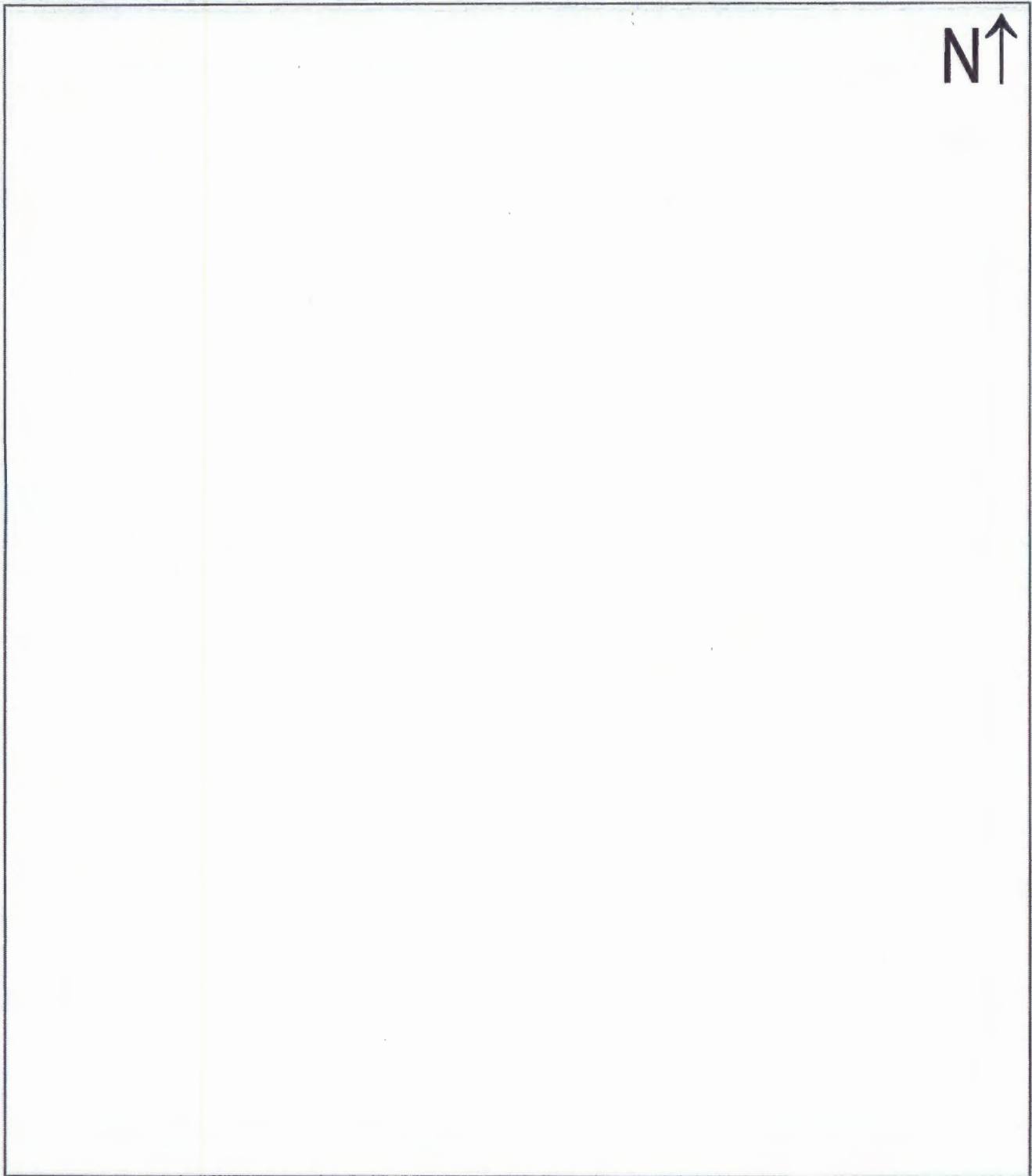
0 Number of Police 6 Number of Security Personnel ☒ Fencing ☐ Barriers

Explanation: Pro-Em has been hired for security and fencing. There will be a barricade with security as well as an ID scanner.

**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>10/25/2014</u>	<u>Saturday</u>	<u>6:00 PM</u>	<u>9:00 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**SECTION 12** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space 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 position.





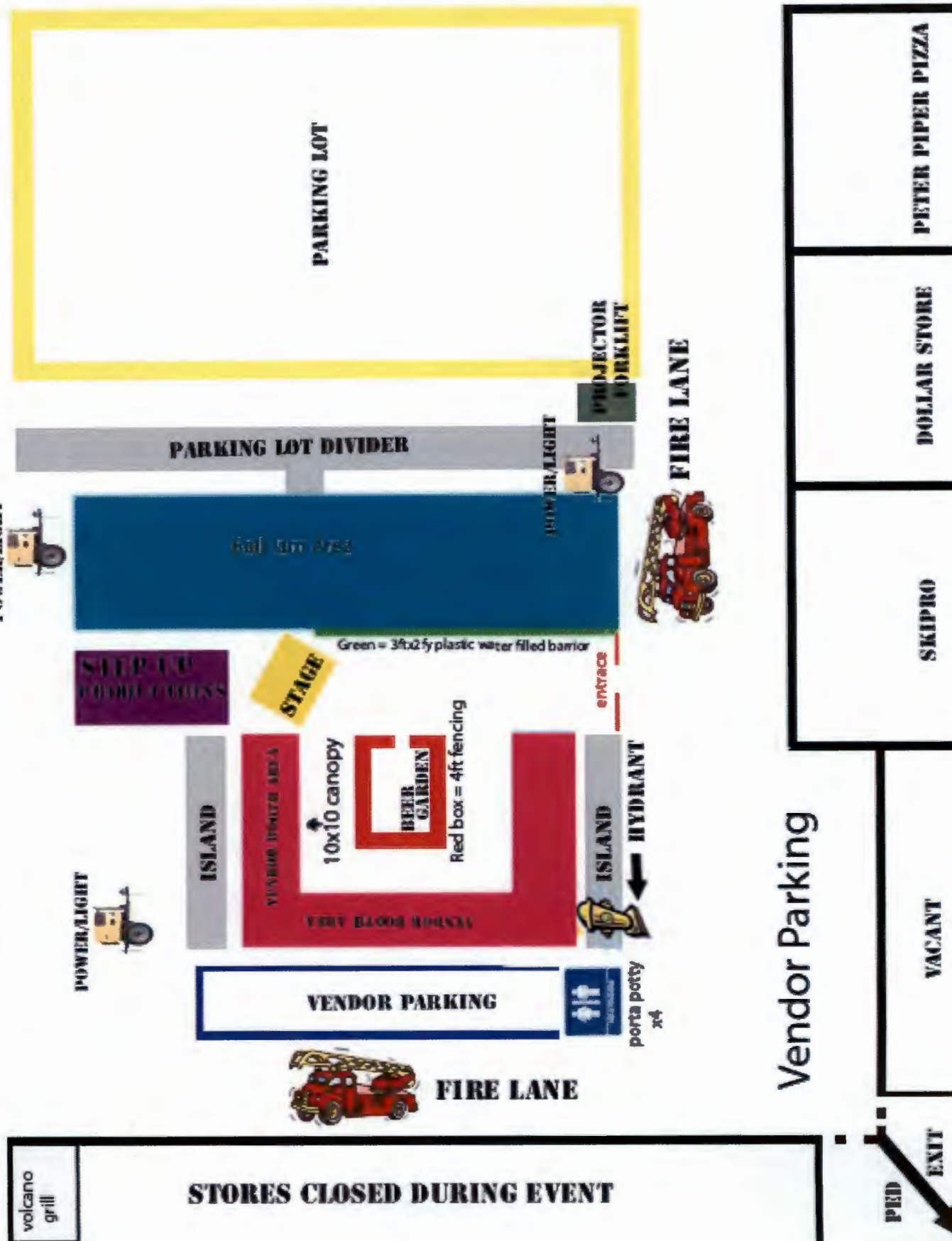
EXIT TO 8TH ST.



EVENT LAYOUT

DIRT LOT OVERFLOW PARKING

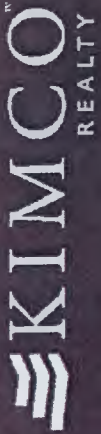
EXIT TO DOBSON



Vendor Parking

STORES CLOSED DURING EVENT



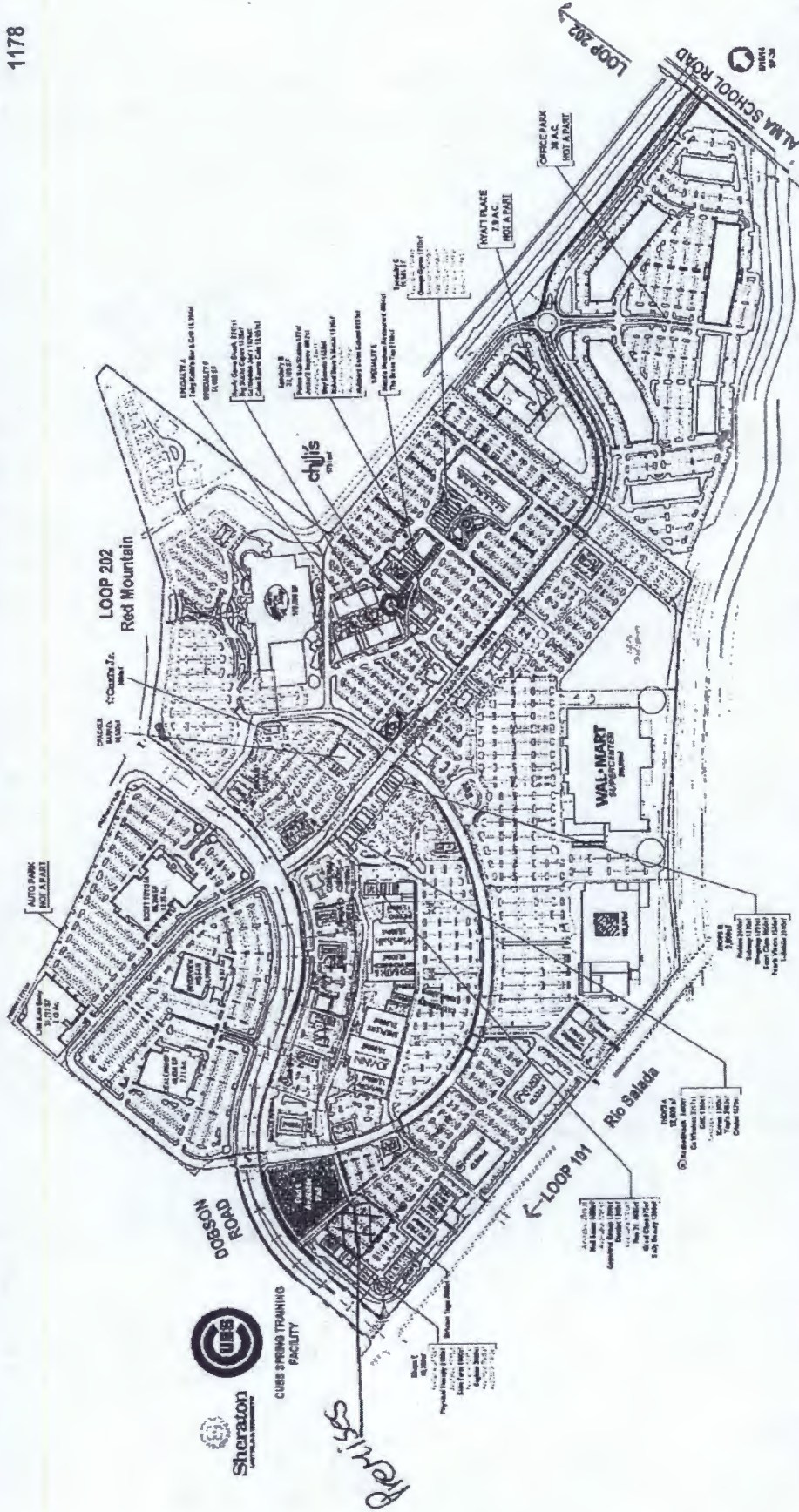


# Mesa Riverview

SITE PLAN |

Mesa, AZ | [www.kimcorealty.com/1178](http://www.kimcorealty.com/1178)

PD: 61614  
1178



Thursday, August 21, 2014

Daniel Lupien | tel: (480) 874-7524 | [dlupien@kimcorealty.com](mailto:dlupien@kimcorealty.com)

Disclaimer: The site plan shows the approximate location, square footage, and configuration of the shopping center and adjacent areas, and is only illustrative of the size and relationship of the stores and common areas generally, all of which are subject to change. The showing of any names of tenants, parking spaces, square footages or traffic counts, and not be deemed to be a representation or warranty that any tenants will be at the shopping center, the square footages is accurate, or that any parking spaces, square footages or traffic counts will continue to exist. Moreover, any demographics set forth in this flyer are for illustrative purposes only and shall not be deemed a representation by Landlord of their accuracy.



Kimco Riverview, LLC  
c/o Kimco Realty Corporation  
3333 New Hyde Park Road Suite 100  
New Hyde Park, NY 10042

August 27, 2014

Sent via email: skipro@skipro.com

Ski Pro, Inc.  
2110 E. Camelback Road  
Phoenix, AZ 85016  
Attn: Tom Tanner

RE: **Snowboard Rail Jam** (the "Event") at Mesa Riverview located in Mesa, AZ (the "Shopping Center") Kimco Project ID SAZM1178/

Dear Mr. Matteson:

This letter shall serve to confirm that Kimco Riverview, LLC (the "Licensor") consents to Ski Pro, Inc. ("Licensee") holding an Event for the following uses and activities: **Snowboard Rail Jam**, in the portion of the common areas of the Shopping Center shown on Exhibit A attached hereto (the "Premises"). The Event will occur on October 25, 2014 during the hours of 10:00 am to 10:00 pm (the "Event") (the "Term"). Simultaneously with Licensee's execution of this Agreement, Licensee shall pay Licensor, the sum of Five Hundred Dollars (500.00) as a "License Fee" in consideration for licensing the Premises to Licensee. The permission of the Licensor and the Licensee's use of the Premises is subject to the following terms and conditions:

1. Licensee shall be required to obtain and maintain, at its sole cost and expense, all permits or licenses required by any governmental authority for the Event including, but not limited to, a special use permit, if necessary.
2. The Event must be conducted solely within the Premises and in a manner which (i) complies with all applicable laws; and (ii) does not unreasonably interfere with the use of the Shopping Center.
3. The Licensee will be solely responsible for the installation, operation, damage, repair and removal of all personal and other property that the Licensee may bring upon the Premises or the Shopping Center for the Event (collectively, the "Personal Property"). All Personal Property which Licensee may at any time bring into or display or sell at the Premises shall be at the Premises at Licensee's sole risk. Neither the Licensor, nor Licensor's managing agent, Kimco Realty Corporation, nor any of their respective partners, members, shareholders, officers, directors, agents, contractors, servants or employees (collectively, the "Licensor Parties") shall have any responsibility, liability or obligation with respect to loss or damage to any of the Personal Property.
4. While the Event is underway, the Licensee will keep the Premises and the common areas of the Shopping Center free and clear of all debris, obstructions and litter which in any way arises from the Event. The Licensee understands and agrees that it is not permitted to make any alterations to the Premises. Licensee acknowledges that there are no utilities (i.e. plumbing electrical, gas, telephone, sanitary sewer, or otherwise) available for the Premises.
5. Licensee agrees that (i) it will be using the Premises and conducting the Event at its sole risk; and (ii) none of the Licensor Parties assume (or will have) any responsibility or liability with respect to the foregoing. As a result, the Licensee agrees to defend, indemnify and hold each of the Licensor Parties harmless from and against any and all cost, expenses, damages or liabilities which any of the Licensor Parties may suffer or incur as a result of either the Event or the Licensee's use of the Premises.



6. Licensee agrees to maintain in full force during the term of this License a policy or policies of commercial liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) combined single limit for bodily injury (including death) and property damage in any one occurrence and a Two Million Dollar (\$2,000,000) general aggregate, automobile liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for Bodily Injury and Property Damage covering all owned, non-owned and hired vehicles of the licensee, an Umbrella policy with a limit of not less than One Million Dollars (1,000,000) providing excess coverage of all limits, and a policy of worker's compensation insurance in statutory limits. All such insurance shall name Licensor as an additional insured. Licensee shall deliver certificates of such insurance, showing such coverage and naming **Kimco Riverview, LLC** and **Kimco Realty Corporation** as additional insured's, to Licensor prior to Licensee's taking possession of the Premises.

7. At the end of the Term, the Licensee will (i) remove from the Premises and Shopping Center all of the Personal Property that the Licensee may bring upon the Premises or the Shopping Center for the Event and (ii) return the Premises to Licensor in the same condition as the Premises was in at the commencement of the Term.

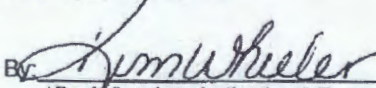
8. The rights granted in this letter to the Licensee (the "Rights") are personal to the Licensee named in this letter. The Rights may not be assigned or transferred and any attempt to do so shall be void and result in the automatic termination of the Rights. The Licensee understands that the Licensor reserves the right, at any time, to terminate the right of the Licensee to use the Premises, by providing the Licensee not less than 24 hours written notice of the same. In the event this Agreement is terminated pursuant to this Article, the Term shall expire on the termination date provided in the notice as if that was the date of expiration originally provided in this agreement.

This instrument may be executed and delivered via facsimile or electronic transmission in separate counterparts.

Please sign below to indicate your consent to the foregoing and return a copy of this letter to the undersigned. Should you have any questions, please feel free to contact the Manager, Nataki Wimbley at 480-874-7525.

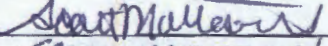
Very Truly Yours

Kimco Riverview, LLC

By:   
Kim Wheeler, Authorized Representative

AGREED AND CONSENTED TO:

LICENSEE: SKI PRO, INC.

By:   
Name: SCOTT MATTESON  
Date: 9-17-14  
FEI#: \_\_\_\_\_

WITNESSES:

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

CC: Nataki Wimbley



09/17/2014

Arizona Corporation Commission  
State of Arizona Public Access System

3:31 PM

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## Corporate Inquiry

File Number: -0063265-0

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Corp. Name: NATIONAL KIDNEY FOUNDATION OF ARIZONA

## Domestic Address

360 E CORONADO ROAD, SUITE 180

PHOENIX, AZ 85004

## Statutory Agent Information

Agent Name: MICHAEL R URMAN

## Agent Mailing/Physical Address:

DECONCINI MCDONALD YETWIN&amp;LACY

2525 E BROADWAY #200

TUCSON, AZ 85716-5303

Agent Status: APPOINTED 01/10/2000

Agent Last Updated: 11/09/2007

## Additional Corporate Information

Corporation Type: NON-PROFIT

Business Type: CHARITABLE

Incorporation Date: 09/10/1963

Corporate Life Period: PERPETUAL

Domicile: ARIZONA

County: MARICOPA

Approval Date: 09/10/1963

Original Publish Date: 09/10/1963

## Officer Information

JOHN RAUSCH MD  
CHAIRMAN360 E CORONADO ROAD, SUITE 180  
PHOENIX, AZ 85004

JEFFREY D NEFF

CHIEF EXECUTIVE OFFICER

360 E CORONADO ROAD, SUITE 180  
PHOENIX, AZ 85004

Arizona Corporation Commission  
State of Arizona Public Access System

09/17/2014

3:31 PM

**Corporate Status Inquiry****File Number: -0063265-0****Corp. Name: NATIONAL KIDNEY FOUNDATION OF ARIZONA****This Corporation is in Good Standing**

**This information is provided as a courtesy and does not constitute legally binding information regarding the status of the entity listed above. To obtain an official Certificate indicating that the entity is in good standing click on Print Certificate and follow printing instructions. To re-print a previously generated Certificate of Good Standing click Reprint Certificate.**

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