

## AGENDA

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD FEBRUARY 19, 2013, AT 6:00 PM., AT THE PUBLIC SAFETY BUILDING, 191 S. 6TH STREET, COTTONWOOD, ARIZONA.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER -- THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.
- V. INTRODUCTION OF NEW EMPLOYEES - MARK GERMAN, PUBLIC WORKS MAINTENANCE TECHNICIAN; STEVE TRAUTMAN, FIRE INSPECTOR; AND NICK GARCIA, FIREFIGHTER.
- VI. CALL TO THE PUBLIC--This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02.A.(H).) Comments are limited to a 5 minute time period.
- VII. APPROVAL OF MINUTES
  - SPECIAL MEETING OF JANUARY 15, 2013
  - SPECIAL MEETING OF FEBRUARY 12, 2013
  - WORK SESSION OF FEBRUARY 12, 2013

***Comments regarding items listed on the agenda are limited to a 5 minute time period per speaker.***
- VIII. UNFINISHED BUSINESS
  1. [ORDINANCE NUMBER 592--AMENDING THE MUNICIPAL CODE BY DELETING TITLE 6 ANIMALS, IN ITS ENTIRETY; ADDING A NEW TITLE 6, ANIMALS; AND AMENDING SECTION 1.12.010 OF THE MUNICIPAL CODE; SECOND READING.](#)
- IX. CONSENT AGENDA--The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which case the item will be removed from the

Consent Agenda and considered in its normal sequence on the Agenda.

1. EXTENSION OF THE HAULING SERVICES AGREEMENT WITH WASTE MANAGEMENT, INC., FOR THE COTTONWOOD WASTE TRANSFER STATION.
  2. LIQUOR LICENSE APPLICATION FOR CHRISTOPHER L. DOBROWOLSKI, APPLICANT FOR THE NEW SCHOOLHOUSE RESTAURANT LOCATED AT 202 NORTH MAIN STREET.
- X. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
1. RESOLUTION NUMBER 2681--APPOINTING AN ADMINISTRATIVE HEARING OFFICER.
  2. RESOLUTION NUMBERS 2682, 2683, AND 2684, APPOINTING MEMBERS TO THE PLANNING AND ZONING COMMISSION.
  3. ELIMINATION OF THE WATER CONNECTION FEE IMPLEMENTED AS PART OF THE PURCHASE AGREEMENT FOR THE COTTONWOOD WATER WORKS COMPANY.
  4. CHANGE ORDER NUMBER 1 FOR JACKSON KINSI CONSTRUCTORS FOR INSTALLATION OF A NEW WINDSOCK POLE AT THE COTTONWOOD AIRPORT AS PART OF THE AIRPORT BEACON AND WINDSOCK REPLACEMENT PROJECT.
  5. ORDINANCE NUMBER 594--AMENDING THE ZONING MAP OF THE CITY OF COTTONWOOD, ARIZONA, FOR A PARCEL OF LAND TOTALING APPROXIMATELY 105 ACRES IN SIZE (QUAIL CANYON SUBDIVISIONS, UNITS I & II;) SO AS TO CHANGE CERTAIN DISTRICT BOUNDARIES AND CLASSIFICATIONS THEREOF FROM THE PRESENT ZONING OF R-1L-70 (RESIDENTIAL/SINGLE FAMILY) TO PAD (PLANNED AREA DEVELOPMENT); FIRST READING.
  6. SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY LANA TOLLESON, APPLICANT FOR THE COTTONWOOD CHAMBER OF COMMERCE, FOR THREE BUSINESS MIXERS SCHEDULED FOR MARCH 21, 2013, AT 301 W. 89A; APRIL 18, 2013, AT 1750 E. VILLA DRIVE, SUITE A; AND MAY 16, 2013, AT 747 N. MAIN STREET.
  7. RESOLUTION NUMBER 2685--SUPPORTING ARIZONA HOUSE BILL 2338 AND THE CREATION OF REGIONAL WATER AUGMENTATION AUTHORITIES.
- XI. CLAIMS AND ADJUSTMENTS
- XII. PURSUANT TO A.R.S. 38-431.03(A)(7) THE COUNCIL MAY VOTE TO GO INTO EXECUTIVE SESSION FOR DISCUSSIONS OR CONSULTATIONS WITH DESIGNATED REPRESENTATIVES OF THE

PUBLIC BODY IN ORDER TO CONSIDER ITS POSITION AND  
INSTRUCT ITS REPRESENTATIVES REGARDING NEGOTIATIONS FOR  
THE PURCHASE, SALE OR LEASE OF REAL PROPERTY.

XIII. ADJOURNMENT

Pursuant to A.R.S. 38-431.03.(A) the Council may vote to go into executive session on any agenda item pursuant to A.R.S. 38-431.03.(A)(3) Discussion or consultation for legal advice with the attorney or attorneys of the public body.

The Cottonwood Council Chambers is accessible to the disabled in accordance with Federal "504" and "ADA" laws. Those with needs for special typeface print or hearing devices may request these from the City Clerk (TDD 634-5526.) All requests must be made 24 hours prior to the meeting.

Members of the City Council will attend either in person or by telephone conference call.

Notice is hereby given that pursuant to A.R.S. 1-602.A.9 , subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. 1-602.A.9 have been waived.

**City of Cottonwood, Arizona  
City Council Agenda Communication**



 Print

|                 |                                      |
|-----------------|--------------------------------------|
| Meeting Date:   | February 19, 2013                    |
| <b>Subject:</b> | <b>Revised Animal Code</b>           |
| Department:     | City Clerk                           |
| From:           | Autumn Durnez, Ordinance Enforcement |

**REQUESTED ACTION**

Second and final reading of Ordinance 592, repealing and replacing the City's current animal code.

**SUGGESTED MOTION**

If the Council desires to approve this item the suggested motion is:

I move to approve Ordinance Number 592.

**BACKGROUND**

Ordinance enforcement staff has determined that the City's current animal code is out-of-date, vague, and difficult to navigate. This makes it hard for the public and the City's ordinance enforcement officers to know in many cases what is allowed, required, and/or prohibited, and what does or may constitute a violation.

Staff has spent many months researching animal related laws in other states, counties, and municipalities, and consulted consulting with several other agencies, and believes the proposed revisions to the City's animal code will better serve and benefit the community and employees enforcing it.

**JUSTIFICATION/BENEFITS/ISSUES**

The City's current animal code is dated and in many cases open to varying interpretation, and this increases the potential for abuse and cruelty to animals inside the City. The proposed new code is clearer and better-organized, and covers issues that the current code does not cover.

**COST/FUNDING SOURCE**

N/A

**ATTACHMENTS:**

Name:

 [ord592.doc](#)

Description:

Ordinance Number 592

Type:

Cover Memo

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ORDINANCE NUMBER 592

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, AMENDING THE MUNICIPAL CODE BY DELETING TITLE 6 ANIMALS, IN ITS ENTIRETY; ADDING A NEW TITLE 6, ANIMALS; AND AMENDING SECTION 1.12.010 OF THE MUNICIPAL CODE.

WHEREAS, the City Council finds it necessary and appropriate to update the chapter of the Municipal Code pertaining to the keeping, care, and treatment of animals;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

Section 1. That Title 6, Animals, of the Municipal Code is hereby deleted in its entirety, and a new Title 6, Animals, is hereby adopted as follows:

**Title 6 - ANIMALS**

**Chapters:**

**Chapter 6.01 - Introduction**

**Chapter 6.04 - Impoundment**

**Chapter 6.08 - General requirements**

**Chapter 6.11 - License-Vaccination-Rabies**

**Chapter 6.12 - Dogs**

**Chapter 6.13 - Vicious Dogs**

**Chapter 6.01 - INTRODUCTION**

**Chapter 6.01.010 - INTRODUCTION AND DEFINITIONS**

**6.01.010 - Introduction.**

The purpose and intent of Title 6 is to protect public health and safety and promote the general welfare of citizens and animals residing within the City in accordance with the Arizona State Statues. Pet ownership is encouraged and welcomed when it is accompanied by responsible, caring, humane, and legal treatment of the animal.

**6.01.020 - Definitions.**

The following words, terms and phrases, when used in Title 6, shall have the meanings ascribed to them below, except where the context clearly indicates a different meaning:

- A. "Abandon" means the act of placing an animal on public property or within a public building, unattended or uncared for, or on or within the private property of another without the express permission of the owner, custodian or tenant of the private property. An animal shall also be considered abandoned when it has been unattended and without adequate food, water, ventilation or shelter, for a period in excess of twenty-four (24) hours, regardless of where such animal may be found or kept.
- B. "Abuse" refers to physical injury, physical pain, and death.
- C. "Animal Shelter" means any facility designated by the City for the purpose of housing and caring for animals held under the authority of this chapter.
- D. "At large" means off the premises of the owner, not under the control of the owner or other persons acting for the owner by physical restraint on a leash.
- E. "Baiting" means to attack with violence, to provoke, or to harass an animal with one or more animals for the purpose of training an animal for, or to cause an animal to engage in, fights with or among other animals.
- F. "Bite" means any actual puncture, tear, or abrasion of the skin inflicted by the teeth of an animal.
- G. "Caregiver" refers to the responsible person caring for a maintained colony of cats.
- H. "Cat" means the domestic cat, felis catus.
- I. "Citation" means a written notice issued to a person by an officer stating that the officer has probable cause to believe that the person has committed an infraction of this chapter and that the court will hear the charge.
- J. "Collar" means a band, chain, harness or suitable device worn around the neck of a dog to which a license may be affixed.
- K. "Dog" means any domesticated member of the canis familiaris family.
- L. "Domestic" refers to a household pet of a tame nature.

M. "Ear -tipping" is a straight line cutting of the tip of the left ear of a cat while the cat is under anesthesia.

N. "Feral "means any wild cat or dog, whether it was born in the wild or reverted to a wild state due to abandonment or lack of domestication.

O. "Fowl" means poultry of any kind, including but not limited to chickens, pheasants, guineas, turkeys, peacocks, ducks, and geese.

P. "Leash" means a line made of rope, chain or other suitable material, not less than one-quarter inch in diameter the purpose of which is to restrain a dog.

Q. "Livestock "means all animals of the equine, bovine, ratite or swine class. This includes goats, sheep, mules, horses, hogs, cattle, ostriches, and other grazing animals.

R. "Maintained Colony" refers to a group of cats being taken care of in a TNR ("Trap Neuter Return") Program.

S. "Motor vehicle" includes, without limitation, an automobile, a pickup truck, or any self-propelled vehicle or a trailer that is drawn by a self-propelled vehicle.

T. "Neglect" means an act involving failure to provide for animal health or safety, including but not limited to failure to provide adequate food, water, shelter, exercise, or necessary veterinary care to an animal or to adequately confine an animal in a manner appropriate to its species, breed, age, and condition

U. "Nuisance" means that which causes offence, annoyance, trouble or injury.

V. "Ordinance Enforcement Officer" means a person employed by the City of Cottonwood responsible for the enforcement of this chapter and the regulations promulgated thereunder.

X. "Owner" means any person, partnership, corporation or other legal entity owning, harboring, or keeping any animal, or in the case of a person under the age of 18 years of age, that person's parent or legal guardian. This definition shall not apply to any veterinary clinic or boarding kennel.

Y. "Pound" means any establishment authorized by the City for the confinement, maintenance, safekeeping and control of dogs that come into the custody of the police department.

Z. "Scratch" means that the skin has been penetrated by an animal's claws, horn, or other appendage.

AA. "Spayed or neutered" means rendered permanently incapable of reproduction by a licensed veterinarian.

BB. "TNR Program" refers to a program pursuant to which feral and stray cats are humanely trapped, and taken to a veterinarian to be evaluated, neutered or spayed, and vaccinated against rabies, and returned to the colony location where they were collected or safely relocated to a more appropriate location.

CC. "Vaccination" means the inoculation of an animal against rabies in accordance with state law.

DD. "Veterinarian" means a person trained and authorized to treat animals medically who is duly licensed and registered.

EE. "Vicious Dog" means any dog that bites human beings without provocation; or with a known propensity, tendency or disposition to bite human beings; or any dog that, while at large, kills or causes injury to domestic animals; or that has been so declared after a hearing before a city magistrate or a justice of the peace.

#### **Chapter 6.04 - IMPOUNDMENT**

##### **6.04.010 - Poundmaster-Designated**

##### **6.04.020 - Deputy poundmaster**

##### **6.04.030 - Impeding poundmaster prohibited**

##### **6.04.040 - Animals at large-Impoundment**

##### **6.04.050 - Biting animals-Examination**

##### **6.04.060 - Contracting for services**

##### **6.04.010 - Poundmaster - Designated.**

The chief of police is designated poundmaster for the City of Cottonwood.

##### **6.04.020 - Deputy Poundmaster.**

The poundmaster shall appoint any deputy poundmaster he may deem necessary for the proper performance of the work and duties of the poundmaster, and any such deputy is empowered to perform any of the duties of the poundmaster set forth in this chapter.

##### **6.04.030 - Impeding poundmaster prohibited.**

It is unlawful for any person to interfere with, impede, prevent, obstruct, intimidate, or attempt to interfere with, impede, prevent, obstruct, or intimidate the poundmaster or

his deputies: in the discharge of their duties in taking up or attempting to take up and impound any and all animals under the provisions of this Title 6; or to release any animal so impounded.

**6.04.040 - Animals at large-Impoundment.**

A. The poundmaster and his deputies shall impound all domesticated animals, poultry, or livestock found at large, or not in the charge or under the care or control of some person, in the streets, alleys or other public places or vacant or unenclosed lots in the city.

1. If the owner of any impounded livestock be known to the poundmaster and shall reside or have a known place of business inside the city limits, the poundmaster shall notify the owner of such livestock in person, by phone, or by letter through the post office within twenty-four (24) hours after such livestock has been taken up and impounded. The notice shall contain a description of the livestock and shall state that unless reclaimed, such livestock shall be sold at public auction to the highest bidder at the time and place specified in the notice. Copies of the notice shall be posted at the place of impoundment and at the City Hall.

2. If the owner of any livestock shall, within five (5) days after such livestock has been taken up and impounded, apply to the poundmaster and pay all fees and charges accrued, the poundmaster shall release the animal to the owner.

3. All livestock taken up and impounded under the provisions of this chapter which have not been claimed or for which the fees and charges have not been paid to the poundmaster by the owner within five (5) days, shall at the time provided in the notice to owner, be sold by the poundmaster at public auction to the highest cash bidder. The poundmaster shall execute a bill of sale in favor of the purchaser of such livestock and upon payment of the amount bid shall deliver the bill of sale to the purchaser. The poundmaster shall immediately pay to the clerk the proceeds of the sale of any such livestock, after deducting any fees and charges accrued. Any proceeds shall be paid to the owner of the livestock if he appears and claims the same within thirty (30) days after the sale, and if not, then the proceeds shall be paid into the general fund of the city.

B. The poundmaster shall provide for the keeping of all animals taken up and impounded by him or his deputies in a safe, convenient and comfortable place within or conveniently near the city limits and shall feed such animals at least once every twenty-four (24) hours and treat them in a humane manner during the time they are impounded, which shall not be less than five (5) days, unless sooner claimed by the owner, except dogs which shall be kept as provided in Chapter 6.12.

C. If the owner of any animal, other than a dog, shall, within five (5) days after such animal has been taken up and impounded, apply to the poundmaster and pay all fees and charges accrued, the poundmaster shall release the animal to the owner.

**6.04.050 - Biting animal-Examination.**

Whenever any animal, other than dogs, cats or ferrets which are addressed under Section **6.11.050**, bites a person, the person so bitten and the owner of the animal shall immediately notify the police department, which shall cause an examination of the animal to be made by a duly licensed physician or a duly licensed veterinarian, and shall order the animal impounded as long as necessary for a complete examination. If it is determined that the animal is infected with rabies or other dangerous, contagious and infectious disease the police department may destroy such animal in as humane a manner as is reasonably possible. If at the end of the quarantine or impoundment, a veterinarian is convinced that the animal is free from such diseases, the animal shall be released. If the animal dies during the period of quarantine or impoundment, it shall be sent to the laboratory at the Department of Health Services for examination in accordance with the Department's rules and regulations.

**6.04.060 - Contracting for services.**

The city council may enter into a contract with any organization for the operation of the animal pound and may enter into a contract with any licensed veterinarian for the medical care and humane disposal of animals impounded under the provisions of this title.

**Chapter 6.08 - GENERAL REQUIREMENTS**

**6.08.010 - Care requirements.**

**6.08.020 - Cruel treatment prohibited.**

**6.08.030 - Trapping.**

**6.08.040 - Housing requirements.**

**6.08.050 - Feeding of feral animals.**

**6.08.060 - Noisy animals prohibited.**

**6.08.070 - Removal of animal waste.**

**6.08.080 - Diseased animals.**

**6.08.090 - Sale or giveaway of animals prohibited.**

**6.08.100 - Protection of animals and public.**

**6.08.110 - Dangerous animals-Prohibited.**

**6.08.120 - Dangerous animals-Killing permitted when.**

**6.08.130 - Bees-Keeping-Permission required.**

**6.08.140 - Cats.**

**6.08.150 -Cats-TNR program.**

**6.08.160 - Violation-Penalties.**

**6.08.010 - Care requirements.**

A. Any animal restrained on an owner's premises shall be cared and provided for. Care of an animal shall include, but not be limited to, a clean, safe shelter that provides protection from the weather at all times, veterinary care, sufficient heat and ventilation, wholesome food and water, and exercise consistent with the normal requirements and feeding habits of the animal's size, species, and breed.

B. The owner or caretaker of an animal shall provide clean water for the animal in a sufficient quantity to maintain the animal in a healthy condition. Water shall be provided at all times in a stable container that is sized appropriately for the animal's species and breed.

C. Owners and caretakers of animals shall provide all health-related grooming, cleaning and parasite control required to ensure that the animals are maintained in a humane state and able to carry out normal activities.

D. The owner or caretaker to any sick or injured animal shall seek veterinary care when needed to prevent suffering.

E. A person who violates this section will be guilty of a class 2 misdemeanor.

**6.08.020 - Cruel treatment prohibited.**

A. It is unlawful for any person to torture or mistreat any animal whether the person is an owner or not of the animal.

B. No person shall unnecessarily overload, overdrive, torture or torment, deprive of necessary sustenance or shelter, beat, mutilate, or inhumanely kill, or otherwise abuse any animal or cause or permit the same to be done.

C. No person shall abandon any animal.

D. Any person who commits any of the following acts shall be in violation of this section:

1. Baiting, breeding, training, transporting, selling, owning, possessing, or using any wild or domestic animal for the purpose of animal fighting or baiting;

2. Betting or wagering any money or other valuable consideration on the fighting or baiting of animals.

3. Attending the fighting or baiting of animals.

4. Providing or allowing property for use in the housing, training, transport, fighting or baiting of animals.

E. It is unlawful for any person to poison any domestic animal, which term includes but is not limited to poultry and livestock, or to distribute poison in any manner whatsoever with the intent or the purpose of poisoning any domestic animal, or to willfully injure or disfigure any domestic animal, within the city, except that any officer or agent of the United States or of this state or of the city who exposes poison to be taken by predatory animals shall be exempted from the provisions of this section.

F. A person who violates this section will be guilty of a class 1 misdemeanor.

**6.08.030 -Trapping.**

Any person who is a property owner or agent of property owner may trap domestic animals or feral animals on their property by use of humane live traps only. Trapped domestic animals or feral animals may be turned over to an ordinance enforcement officer. The relocation and abandonment of any species of domestic animal or feral animal is strictly prohibited.

**6.08.040 -Housing requirements.**

Any person who keeps or causes to be kept any horses, mules, cattle, burros, goats, sheep or other livestock, poultry within the corporate limits of the city, as allowed by the specific zoning ordinances associated with the property, shall keep such livestock or poultry in a pen or similar enclosure to prevent them from roaming at large. Any such livestock or poultry running at large may be impounded as provided in this chapter. It is unlawful to cause or allow any stable, pen, or other enclosure where any animal is or may be kept to become unclean or unwholesome.

A person who violates this section will be guilty of a class 2 misdemeanor.

**6.08.050 -Feeding of feral animals**

A. It is unlawful to feed or harbor any feral animal within city limits as feral animals constitute health and environmental risks to domesticated animals, wildlife and persons.

B. Exceptions are as follows:

A person may feed or harbor a feral animal on their own private property as long as:

1. The person accepts legal responsibility for the feral animal and ensures compliance with all provisions of this chapter; and
2. The feral animal has been spayed or neutered; and
3. The feral animal is kept currently vaccinated against rabies.

**6.08.060 - Noisy animals prohibited.**

A. It is unlawful for any person to keep or harbor within the city any animal which frequently or for continuous duration barks, howls, whines, or makes other noises by day or night and disturbs the peace and quiet of any reasonable person or family.

B. No person shall keep or harbor an animal which barks, howls, whines, or makes other noises in violation of this section. It shall be a violation of this section if the barking, howling, whining, or other noises that are made continually occur and are audible beyond the property line of the premises on which the animal is located if:

1. It occurs for more than five (5) minutes between the hours of 10:00 p.m. and 8:00 a.m.; or
2. It occurs for more than fifteen (15) minutes between the hours of 8:00 a.m. and 10:00 p.m.; or
3. For a shorter duration than cited above, but on more than five (5) occasions within a given ten (10) day period if attested to by complaints from two or more separate properties.

C. It shall be a defense to such violation if the owner of an animal proves by a preponderance of the evidence that the animal was barking, howling, whining, or making other noises because it was being provoked by a person or otherwise being incited to make noise.

**6.08.070 - Removal of animal waste.**

A. The owner or custodian of any animal, including but not limited to dogs, cats, livestock, horses, or any other animal under his or her control within the City of Cottonwood, shall be responsible for the immediate clean up and proper disposal of all feces deposited by an animal on public property including but not limited to sidewalks,

walkways, trails, recreation areas, and parks, or on any privately owned property without the consent of the owner.

B. Exceptions to this section shall include: unsighted persons while relying on a guide dog; police officer or other law enforcement officer accompanied by police dogs; or horses and or livestock at the equestrian center or taking part in an authorized public event or parade that have separate rules and regulations regarding the collection and removal of animal feces.

**6.08.080 - Diseased animals.**

A. It is unlawful to allow any domestic animal afflicted with a contagious or infectious disease to run at large, or to be exposed in any public place whereby the health of man or animal may be affected. It is unlawful for such diseased animal to be shipped or removed from the premises of its owner, except under the supervision of the police chief or ordinance enforcement officer.

B. It is the duty of the police chief or ordinance enforcement officer, at the owner's expense and under the direction of a licensed veterinarian and/or health official, to secure such disposition of any diseased animal and such treatment of affected premises as to prevent the communication and spread of the contagion or infection, except in cases where the State Health Officer or State Veterinarian is empowered to act.

**6.08.090 -Sale or giveaway of animals prohibited.**

A. It is unlawful for any business or store to allow any person(s) to sell or give away any animal in front of any business or store in the city limits of Cottonwood, Arizona.

B. It is unlawful for any person(s) to give away or sell any animal in front of any business, store or on the side of any public roadway in the city limits of the city of Cottonwood, Arizona.

**6.08.100 - Protection of animals and public.**

A. No person shall transport or carry on any public highway or public roadway, any dog or other animal in or on a motor vehicle unless the dog or other animal is enclosed within the vehicle or protected by a container, cage, cross-tether, or other device to prevent the animal from falling from, being thrown from, or jumping from said motor vehicle.

B. Any animal in a parked motor vehicle shall be confined in the manner set forth above so as to prevent it from reaching to or beyond the outside edge of such vehicle with any portion of its body. A law enforcement officer or an animal control officer

shall be empowered to remove an animal that is not so confined from a motor vehicle when it appears that said animal may itself be in danger or when it appears that said animal may endanger the safety of the public.

C. No person shall leave or confine any animal in any unattended motor vehicle under conditions that endanger the health or well-being of an animal due to heat, cold, lack of adequate ventilation, or lack of food or water, or other circumstances that could reasonably be expected to cause suffering, disability, or death to the animal.

1. Removal authorized. A law enforcement officer or ordinance enforcement officer shall be empowered to take all steps that are reasonably necessary to remove an animal from a motor vehicle if the animal's safety, health, or well-being appears to be in immediate danger from heat, cold or lack of adequate ventilation and the conditions could reasonably be expected to cause extreme suffering or death, pursuant to Arizona Revised Statutes Section 13-2910.

2. Notice required. A law enforcement officer or ordinance enforcement officer who removes an animal in accordance with the foregoing subsection 1 shall, in a secure and conspicuous location on or within the motor vehicle, leave written notice bearing the officer's or agent's name and office and the address of the location where the animal may be claimed. The owner may claim the animal only after payment of all charges that have accrued for the maintenance, care, medical treatment and impoundment of the animal.

D. A person who violates this section will be guilty of a class 1 misdemeanor.

**6.08.110 - Dangerous animals-Prohibited.**

It is unlawful to permit any dangerous or vicious animal of any kind to run at large within the city and such animals shall be immediately impounded by the police department. Exhibitions or parades of animals which are of a feral or wild nature in the eyes of the law may be conducted only upon securing a permit from the chief of police.

**6.08.120 - Dangerous animals-Killing permitted when.**

The members of the police department or any other persons in the city are authorized to kill any dangerous animals of any kind when it is necessary for the protection of any person, animal or property in a safe and humane manner.

**6.08.130 - Bees-Keeping-Permission required.**

It is unlawful to keep or care for bees or maintain any stands or hives of bees within the corporate limits of the city without the written permission of the city council.

**6.08.140 - Cats.**

No owner of any cat shall allow the animal to freely roam out of doors unless it has been spayed or neutered. The owner of each spayed or neutered cat shall keep a record for each cat from a duly licensed veterinarian containing a description of the cat, the name of the owner and the date on which the spaying or neutering took place, as well as proof of current rabies vaccination as described in Section 6.11.040.

**6.08.150 - Cats-TNR Program.**

A. Any person or organization conducting a program for the reduction of feral cats through a TNR program within the City may do so with their own funding and personnel under the following guidelines:

B. Every TNR Program must maintain current contact information with Ordinance Enforcement for the care giver, in the event that complaints are received concerning the colony.

C. Every TNR Program must remove each cat in the maintained colony to be sterilized, vaccinated as provided in Section 6.11.040, tested for the transmittable diseases Feline leukemia virus (FeLV) and feline immunodeficiency virus (FIV), and ear-tipped.

D. Every TNR Program must maintain each of the following documented records;

1. A detailed description of each cat in the maintained colony;

2. Proof each cat in the maintained colony has been sterilized, vaccinated as provided in Chapter **6.11.040**, tested for the transmittable diseases feline leukemia virus (FeLV) and feline immunodeficiency virus (FIV), and ear-tipped OR are being actively trapped so as to perform sterilization, vaccinations as provided in **Chapter 6.11.040**, tested for the transmittable diseases feline leukemia virus (FeLV) and feline immunodeficiency virus (FIV), and ear-tipped;

3. Specific feeding site location for the maintained colony. Feeding site shall not be located in any roadway, alleyway, public area, or city-owned property for the safety of the public.

4. Proof of current property owner and/or landlord permission at the site that the colony is being maintained if different than the owned property of the person or organization.

E. Every TNR Program must remove kittens from the colony before eight (8) weeks of age for domestication and placement.

F. Every TNR Program must remove sick or injured cats from the maintained colony for immediate veterinarian care or humane euthanasia.

G. Every TNR Program must remove or relocate any cat in a maintained colony causing a nuisance to any citizen in the community.

H. An ordinance enforcement officer may;

1. Seize or remove cats from a maintained colony that have not been vaccinated against rabies and which are demonstrating signs of the disease;

2. Seize or remove a cat from a maintained colony that is creating a nuisance after the caregiver has been afforded fifteen (15) days to remove and relocate the cat and has failed to do so;

3. Seize and remove a maintained colony of cats when a caregiver is unable to provide care and management of the colony and has not been able to obtain a replacement or substitute caregiver.

4. Take any and all other measures reasonably necessary to protect the health and safety of the community.

#### **6.08.160 - Violation-Penalties**

Unless otherwise specified, any violation of this chapter is designated as a petty offense, and fines will be determined in accordance with ARS 13-802.

### **Chapter 6.11 - LICENSE-VACCINATION-RABIES**

#### **6.11.010 - License-Required**

#### **6.11.020 - License-Certificate-Tag**

#### **6.11.030 - License-Delinquent**

#### **6.11.040 - Vaccination required**

#### **6.11.050 - Biting dogs, cats, or ferrets**

#### **6.11.060 - Rabies-Infection-Disposition**

#### **6.11.070 - Rabies-Destruction**

#### **6.11.080 - Rabies-Moving prohibited**

#### **6.11.090 - Violation-Penalties**

#### **6.11.010 - License – Required.**

All dogs kept, harbored, or maintained in the city must be licensed at four (4) months of age and older. Dog licenses will be issued by the police department, pound, or participating veterinary office upon payment of such fees as set by the poundmaster. The owner shall state at the time application is made for such license his/her name, street address, dog's name, breed, color, and sex of each dog in the owner's possession. A certificate of sterilization must also be provided for each dog, if applicable). No license shall be issued except upon presentation of proof of rabies vaccination as provided for in Section 6.11.040. The provisions of this section shall not apply to dogs brought into the city for purposes of any dog show. Dog licenses shall be issued for a period of one (1) year and shall run from the first day of January in each calendar year to the last day of December, the same year. Licenses issued shall be worn, either by collar or harness, only by the dog for which they were issued.

**6.11.020 - License – Certificate – Tag.**

Upon payment of the license fee, there shall be issued to the owner a license certificate and a tag for each dog licensed. The tag shall have the year for which it was issued and number corresponding with the number on the certificate. Every owner must provide each dog with a collar or harness to which the license tag must be affixed and must see that the collar or harness and tag are worn at all times that the dog is out of doors. In case a dog tag is lost or destroyed, a new tag will be issued upon payment of the license fee, as provided for in this chapter. Dog tags are not transferable from one dog to another. It is unlawful for a person to counterfeit or attempt to counterfeit a dog tag, certificate of vaccination or license certificate, or to take from a dog a tag legally placed upon it, or place a dog tag upon a dog unless the tag was specifically issued for that particular dog.

**6.11.030 - License-Delinquent.**

Except as provided for in Section 6.11.010, if the license is not obtained by the owner during the month of January of each year, or within thirty (30) days of the first possession of any dog or of its becoming four (4) months old, or within thirty (30) days from the arrival of the dog in the city, whichever occurs first, the license payment shall be deemed delinquent and a penalty of five dollars (\$5.00) shall be added to the license fee.

**6.11.040 - Vaccination required.**

Every owner of a dog, cat, or ferret within the corporate limits of the city must have it vaccinated against rabies by a veterinarian licensed to practice veterinary medicine under the laws of the state, and no more frequently than the effective period of the approved vaccine used. Vaccination is excused only if a licensed veterinarian certifies in writing that the vaccination would be injurious to the cat, dog or ferret's health. In such

case, the cat, dog or ferret shall be confined to an enclosed building or kennel until the cat, dog, or ferret can be safely vaccinated. The chief of police may establish an administrative procedure to permit any licensed veterinarian to issue dog licenses and tags for dogs that have been vaccinated.

**6.11.050 - Biting dogs, cats, or ferrets.**

A. Whenever any dog, cat, or ferret bites a person, the person so bitten or, if a minor, the parent of such person and the owner of the dog, cat, or ferret shall immediately notify the police department. The responding ordinance enforcement officer shall then cause the dog, cat or ferret to be quarantined and observed as follows:

1. If unlicensed or unvaccinated within the preceding three (3) years, be quarantined in the pound or, upon request of and at the expense of the owner, at a veterinary hospital for a period of not less than ten (10) days in accordance with Arizona Department of Health Services guidelines;

2. If licensed, or an animal for which a license is not required, and vaccinated within the preceding three (3) years, be quarantined as provided for in subsection A of this section, or may be confined and quarantined at the home of the owner or wherever the dog, cat or ferret is harbored and maintained with the consent of, and in a manner prescribed by, the ordinance enforcement officer in accordance with Arizona Department of Health Services guidelines .

**6.11.060 - Rabies-Infection-Disposition.**

A. If an ordinance enforcement officer believes that a dog, cat, or ferret has rabies or that a dog, cat, or ferret has been bitten by another animal which is believed to have rabies, such dog, cat, or ferret shall:

1. If unlicensed or unvaccinated within the preceding three (3) years, be quarantined and observed in the pound or, on request of and at the expense of the owner, at a veterinary hospital for a period of not less than ten (10) days in accordance with Arizona Department of Health Services guidelines.

2. If licensed, or an animal for which a license is not required, and vaccinated within the preceding three (3) years, be quarantined as provided for in subdivision 1 of this subsection or may be confined and quarantined at the home of the owner or wherever the dog, cat, or ferret is harbored and maintained with the consent of, and in a manner prescribed by, the ordinance enforcement officer in accordance with Arizona Department of Health Services guidelines.

B. If an owner of a dog, cat, or ferret or other person has reason to believe a dog, cat, or ferret has been exposed to rabies, they shall notify the police department of such exposure. At the discretion of the responding ordinance enforcement officer, the responding ordinance enforcement officer may order that the dog, cat, or ferret be quarantined and observed as provided for in this section and in accordance with Arizona Department of Health Services guidelines.

**6.11.070 - Rabies-Destruction.**

Any dog, cat, or ferret determined by a certified veterinarian to be infected with rabies after quarantine and observation, as provided for in this chapter, it shall be destroyed by an ordinance enforcement officer. If, upon termination of the quarantine period, the veterinarian determines that the dog, cat, or ferret is free from rabies, it shall be released to the owner. If the dog, cat, or ferret dies during the period of confinement, it shall be sent to the State Department of Health Services for examination in accordance with the Department's rules and regulations.

**6.11.080 - Rabies-Moving prohibited.**

It shall be unlawful for any dog, cat, or ferret owner or other person knowing that a dog, cat, or ferret has rabies or has been exposed to rabies to remove the dog, cat, or ferret from the owner's premises or beyond the limits of the city, if not initially located on the premises, except upon order of the chief of police or his ordinance enforcement officer.

**6.11.090 - Violation-Penalties.**

Any violation of this chapter is designated as a petty offense and will be fined in accordance with A.R.S. Section 13-802, unless otherwise noted.

**Chapter 6.12 - DOGS**

**6.12.010 - Care requirements**

**6.12.020 - Creating disturbance prohibited**

**6.12.030 - Running at large prohibited**

**6.12.040 - At large-Exemption**

**6.12.050 - Impoundment-Grounds**

**6.12.060 - Impoundment-Redemption and fees**

**6.12.070 - Impoundment-Sale or destruction**

**6.12.080 - Violation-Penalties**

**6.12.010 - Care requirements.**

- A. Any dog restrained on an owner's premises as required by Section **6.12.030** shall be cared and provided for. Care of a dog shall include, but not be limited to, a clean, safe shelter that provides protection from the weather at all times, veterinary care, sufficient heat and ventilation, wholesome food and water, and exercise consistent with the normal requirements and feeding habits of the animal's size, species, and breed..
- B. The owner or caretaker of any dog shall provide clean water at all times in a stable container that is sized appropriately for the dog's size and breed.
- C. Owners and caretakers of any dog shall provide all health related grooming, cleaning and parasite control required to ensure that the dog is maintained in a humane state and able to carry out normal activities.
- D. The owner or caretaker of any sick or injured dog shall seek veterinary care as needed to prevent suffering.
- E. The owner or caretaker of any dog kept or left outside the home for any length of time must provide shelter and protection from the elements.
1. Shelter must be constructed of solid wood or other weather resistant material with the exception of metal and glass.
  2. Shall be sufficient in size for the dog being sheltered, so that the dog may enter and have room to stand and turn around inside.
  3. Shelter must be seasonally equipped with ventilation to provide movement of air during the heat to help cool down the dog. Dry, clean bedding, such as blankets or wood chips, must be provided during the cold to help the pet retain heat .
- F. The owner or caretaker of any dog contained in an outdoor kennel or pen must allow adequate space for exercise. A minimum sized enclosure for any dog is one hundred (100) square feet. Dogs over eighty (80) pounds must be provided with an additional fifty (50) square feet. For each additional dog inside the enclosure, fifty (50) square feet of space for exercise must be added per dog.

**6.12.020 - Creating disturbance prohibited.**

- A. It is unlawful for any person to keep or harbor within the city any dog which frequently or for continuous duration barks, howls, whines, or makes other noises by day or night and disturbs the peace and quiet of any reasonable person or family.

B. It shall be a violation of this section if the barking , howling, whining, or other noises that are made are audible beyond the property line of the premises on which the dog is located if:

1. It occurs for more than five (5) minutes between the hours of 10:00 p.m. and 8:00 a.m. or;
2. It occurs for more than fifteen (15) minutes between the hours of 8:00 a.m. and 10:00 p.m. or;
3. For a shorter duration than cited above, but on more than five (5) occasions within a given ten (10) day period if attested to by complaints from inhabitants of two or more separate properties.

C. It shall be a defense to such violation if the owner of the dog proves by a preponderance of the evidence that the dog was barking, howling, whining, or making other noises because it was being provoked by a person or otherwise being incited, or was acting as a guide dog, hearing dog, service dog, or police work dog.

D. Any violation of this section will be charged as a criminal petty offense.

**6.12.030 - Running at large prohibited.**

A. Every person owning or having charge, care, custody or control of a dog of any age shall keep such dog exclusively upon the owner's property and shall have the dog restrained by a sufficient fence, leash, or both; provided, however, that a dog may be on such owner's premises and not restrained by fence or leash as long as it is under the immediate control of a competent person through voice or physical command.

B. Tethers on an owner's premises must follow the following guidelines:

1. The tether shall be attached to a properly fitted collar or harness. The use of a prong collar is prohibited.

2. The tether shall not extend over an object or edge in such a way that could result in strangulation of, or injury to, the animal. The length of the tether must be a minimum of six (6) feet and allow entry and egress from shelter, access to drinking water, and freedom to move about and avoid becoming entangled with objects.

3. The weight or gauge of any tether or chain shall not be more than necessary to establish direct control. Logging chains and vehicle tow chains are expressly prohibited. No person shall add any weight to an animal collar, harness, chain or tether.

4. No animals shall be tethered and left unattended on a vacant or abandoned property.

C. Any dog found running at large in violation of this chapter may be taken up and impounded. If a dog cannot safely be taken up and impounded due to its dangerous, vicious, or fierce propensities, it may be destroyed by a law enforcement officer in order to protect the health and safety of citizens.

D. A dog may be off the owner's property if it is under the control of a competent person and restrained by a leash of not more than six (6) feet in length, nor less than one-quarter (1/4) inch in diameter.

**6.12.040 - At large-Exemption.**

A. A dog may run at large while participating in field trials, obedience classes, kennel club events, organized school or park-sponsored shows, while assisting its owner or trainer in legal hunting or herding livestock, while assisting a police officer engaged in law enforcement duties, or if it is a service dog assisting its disabled owner, as long as sufficient control is exercised to permit immediate leashing of the dog upon any person's reasonable request.

B. Dogs are allowed inside motor vehicles, including truck beds while parked, without restraint and under constant supervision, but as soon as the dog leaves the motor vehicle or truck bed, it is considered to be at large.

**6.12.050 - Impoundment-Grounds.**

The ordinance enforcement officer may apprehend and impound any dog found running at large in violation of the provisions of this chapter.

**6.12.060 - Impoundment - Redemption and fees.**

Any impounded dog may be reclaimed by its owner, or such owner's agent; provided, that the person reclaiming the dog furnishes proof of current license and rabies vaccination and pays the cost of impoundment in accordance with a fee schedule set by the poundmaster. Proof of ownership may be required.

**6.12.070 - Impoundment – Sale or destruction.**

Every impounded dog shall be kept and maintained at the pound for a minimum of seventy-two (72) hours unless claimed by its owner. Any person may purchase such dog upon expiration of the impoundment period, provided such person pays all impoundment fees and complies with the licensing and vaccinating provisions of this

chapter. Any dog unclaimed by its owner within seventy-two (72) hours of impoundment may be destroyed in a humane manner.

#### **6.12.080 - Violation-Penalties.**

A person who violates this chapter is guilty of a class 2 misdemeanor and will be sentenced in accordance with A.R.S. § 13-707, and fines will be determined in accordance with A.R.S. § 13-802, unless otherwise specified.

### **Chapter 6.13 - VICIOUS DOGS**

#### **6.13.010 - Determination of a vicious dog**

#### **6.13.020 - Control of a vicious dog**

#### **6.13.030 - Vicious dog at large prohibited**

#### **6.13.040 - Appeal process**

#### **6.13.050 - Penalties**

#### **6.13.060 - Exemption**

#### **6.13.010 - Determination of a vicious dog**

Any dog declared by a city magistrate or hearing officer to be vicious shall be made only after a hearing on the issue of the dog's vicious propensities and only after presentation of evidence that a dog has exhibited aggressive behavior that has caused injury, apprehension or intimidation.

- A. In the event that a law enforcement officer, enforcement agent, or citizen has probable cause to believe that a dog is vicious, a hearing may be convened by a city magistrate or hearing officer. The hearing officer will be designated by the city manager to fulfill the duties specified by this chapter.
- B. There shall be a rebuttable presumption that any dog, owned or in the custody of an owner or custodian, who has been convicted of dog fighting charges shall be considered a vicious dog.
- C. It shall be an affirmative defense to the determination of viciousness if:
  1. The injury was sustained to a human, dog, cat or livestock as the result of teasing, tormenting, abusing or assaulting the dog.
  2. The dog was defending or protecting a human being or the dogs young.
  3. The dog injures or attacks a person criminally trespassing on/or unlawfully breaking into private property.

4. The dog, being on its owner's or custodian's premises, attacks, injures or kills a dog, cat, or livestock.
- D. The city magistrate or hearing officer, law enforcement officer, or ordinance enforcement officer shall either deliver in person or send to the dog owner or custodian by certified mail, return receipt, the notice of hearing. Notification to owner or custodian will be considered complete at the mailing of the notice.
- E. Notices may be left at the doorstep or mailed by first class mail to other interested persons, including, but not necessarily limited to, all properties contiguous to the address of the owner or custodian.
- F. If the owner of the dog cannot be located and the dog has been impounded, the hearing officer shall determine whether the dog is vicious and if so, the dog will be destroyed pursuant to state laws.
- G. A hearing date shall be set not later than ten calendar days from the date of notification (from the date of personal delivery of notice or the date of mailing of the notice sent by certified mail).
- H. The hearing shall be informal and shall be open to the public. At the hearing, both testimony and documentary evidence may be taken from any interested person and be considered in determining whether the dog is vicious. If an owner or custodian fails to appear after proper notice was given, the hearing may proceed without him/her being present. The hearing officer's decision shall be based on the preponderance of evidence.
- I. After the hearing, the city magistrate or hearing officer shall notify in person the owner or custodian of the dog of the determination or, if the matter is taken under advisement may notify him/her in writing of the determination. Notification will be considered complete at the mailing of the notice. If a determination is made that the dog is vicious, the owner or custodian shall comply with a time schedule established and broken down into immediate and time limited steps as specified by the city magistrate or hearing officer in Section 6.13.020 of this chapter. Compliance with immediate steps shall be as soon as notification of the determination is complete. Compliance with time limited steps shall be within thirty days of the date that notification of the determination is completed or on any other date specifically stated.
- J. Without a court order, the law enforcement officer or ordinance enforcement officer may seize and impound a dog for a period of not more than seventy-two hours based upon probable cause to believe the dog is a vicious dog. At the end of the seventy-two hour period, the dog shall be released, unless a judge has ordered the

impoundment of the dog continued or unless there is another legal basis for continuing the impoundment of the dog.

K. The court may, upon ex parte motion of the prosecutor or other appropriate city official, order impoundment of a dog continued or order a dog seized and impounded upon a written showing of probable cause to believe the dog is a vicious dog. The procedures to be followed in obtaining an order and challenging the order shall be those specified in Section 6.13.050.C and 6.13.050.D of this chapter.

L. At the hearing, the court shall determine whether there is probable cause to believe the dog is a vicious dog. If the court finds the probable cause substantiated, then it may order the impoundment continued until there is a disposition of the viciousness complaint. In addition, the court may order the owner or custodian to pay all expenses, including shelter, food, handling and veterinary care, necessitated by the enforcement of subsection I of this chapter.

#### **6.13.020 - Control of a vicious dog**

Once a dog is declared vicious, the city magistrate or hearing officer may require in his/her sole discretion any combination of the following steps by the owner or custodian to continue ownership or custodial care of such animal. The steps are broken down into immediate and time limited:

- A. Immediate (compliance within one calendar day upon completion of notification of a determination of viciousness):
1. Leash and Muzzle. No person shall permit a vicious dog outside confinement, unless such dog is securely leashed with a leash not longer than six feet in length. No person shall permit a vicious dog to be kept on a chain, rope or other type of leash outside confinement, unless a person is in physical control of the leash. Such dogs may not be leashed to inanimate objects, such as trees, posts, buildings, etc. In addition, all vicious dogs on a leash outside confinement must be muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals. Any pen must meet the requirements of subsection B.1 of this section.
  2. Notification. Should it be necessary to provide the dog with medical attention, it is the responsibility of the owner or custodian to provide advance notification to the veterinarian's office that this dog has been declared vicious.
  3. Confinement Indoors. No vicious dog may be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building of its own volition. In addition, no such animal may be kept in a house or

structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure. If the door is answered while the dog is indoors, the dog must either be on a leash or behind another closed door.

4. Reporting Requirements. The following types of information must be reported by the owner or custodian of the dog to the hearing officer within ten calendar days of occurrence:

a. Spaying or neutering of dog;

b. Any permanent change of location and/or ownership of the dog to another location and/or owner or custodian.

5. The following occurrences must be reported by the owner or custodian to hearing officer, enforcement agent, or law enforcement officer within twenty-four hours of occurrence:

a. A vicious dog is at large;

b. A vicious dog bites or attacks another dog, cat or livestock, with or without provocation;

c. A human being has been attacked by the vicious dog, with or without provocation.

B. "Time Limited" means that a time schedule for completion of actions is set by the city magistrate or hearing officer, but in no case will it be longer than thirty (30) calendar days:

1. Confinement. All vicious dogs shall be securely confined indoors or in a securely enclosed and locked pen, except when leashed and muzzled. Such pen or structure must have secure sides and a secure top attached to the sides.

a. All structures used to confine vicious dogs must be locked with a key or combination lock when such animals are within the structure. This structure must have a secure top and bottom or floor attached to the sides of the pen. If there is no secure floor, the sides of the pen must be embedded in the ground not less than two (2) feet;

b. No pen wall may be part of a perimeter fence;

c. All structures erected to house vicious dogs must comply with all applicable regulations of the city. All such structures must be adequately lighted, ventilated, and kept in a clean and sanitary condition and any other condition that provides for humane care.

2. Registration. A dog declared vicious shall not only be routinely registered with the police department yearly, but shall also be permanently registered as a vicious dog. At the expense of the owner or custodian, a registration number as decided by the city magistrate or hearing officer, will be tattooed on the inner right ear. This tattoo will be placed by a veterinarian. A written certificate shall be obtained from the veterinarian and provided to the city magistrate or hearing officer to prove compliance.

3. Reproduction. Any dog that is declared vicious shall be spayed or neutered by a veterinarian after notice of declaration. A certificate from the veterinarian shall be obtained by the owner or custodian and provided to the hearing officer to prove compliance.

4. Change of Ownership. Once a dog has been declared vicious, ownership may not be transferred to any other person without notice to the city magistrate or hearing officer. The new owner is required to be in compliance with this chapter.

5. Signs. All owners or custodians of vicious dogs within the city shall display, in a prominent place on their premises, a sign in three-inch letters which is easily readable by the public using the words "vicious dog." In addition, a similar sign is required to be posted on the pen of such animal.

#### **6.13.030 - Appeal process.**

A. The owner or custodian may pursue an appeal of the hearing officer's decision within five (5) calendar days of the mailing of the determination. He/she may appeal by bringing a petition to the municipal court requesting that the court conduct a *de novo* hearing on whether the dog should be declared vicious. The hearing officer will be served notice by the municipal court of the hearing and it shall be held within seven (7) calendar days of the notification of the hearing officer. In addition, all interested persons (as defined in Section 6.13.010.D of this chapter) may receive notification of the hearing. The city magistrate will make a decision based on the preponderance of evidence. If the dog is declared vicious, the court shall inform the owner or custodian or, if the matter is taken under advisement, the court may mail notice of the determination of viciousness to him/her. Notification of the determination will be complete at the mailing of the notice. During the process of appeal, the owner or custodian shall be responsible for complying with the immediate steps of the control process. He/she shall be allowed not more than thirty (30) calendar days to institute the time-limited steps after notification of a determination of viciousness.

B. The determination by the municipal court will be final and conclusive with regard to the issues raised and adjudicated. Such determination will not bar an animal control officer, law enforcement officer or citizen from requesting a hearing to determine viciousness of the dog for subsequent actions of the dog.

**6.13.040 - Penalties.**

The purpose of complying with these requirements for a dog declared vicious is to prevent attacks, injuries or deaths by mandating the use of control methods.

A. Any person violating or permitting the violation of any provision of this chapter shall upon conviction in municipal court be fined a sum not less than two hundred fifty dollars and not more than one thousand dollars. In addition to the fine imposed, the court:

1. May impose any other penalties specified in Chapter 1.12 of this code;
2. May order the vicious dog destroyed; and
3. May order the owner or custodian to pay all expenses, including shelter, food, handling, and veterinary care, of the dog necessitated by the enforcement of this chapter.

B. Without an order, the animal control officer or a peace officer may seize and impound a dog for a period of not more than seventy-two (72) hours based upon probable cause to believe that the owner or custodian of a vicious dog has violated or permitted a violation of any provision of this chapter. At the end of the seventy-two (72) hour time period, the dog shall be released, unless a judge has ordered the impoundment of the dog continued.

C. The court may, upon ex parte motion of the prosecutor, peace officer or other appropriate city official, order the impoundment of a dog continued or a dog seized and impounded upon a written showing of probable cause to believe that the owner or custodian of a vicious dog has violated or permitted a violation of any provision of this chapter. In lieu of, or in addition to, a written affidavit, or affidavits, the judge may take an oral statement under oath which shall be recorded on tape, wire or other comparable method. This statement may be given in person to the judge, or by telephone, radio, or other means of electronic communication. This statement shall be deemed to be an affidavit for the purposes of issuance of an order pursuant to this subsection. In such cases, if a recording of the sworn statement has been made, the judge may direct that the statement be transcribed and certified by the judge and filed with the court.

D. If a dog is ordered seized and/or impounded, the court shall set a hearing not more than ten (10) days from the date of seizure with notice to the owner or custodian. In addition to sending such notice by certified mail, such notice shall also be accomplished by one of the following methods or attempted by at least two (2) of the following methods:

1. Personal service of notification by the appropriate city official on the owner or custodian;

2. Personal service of notification by the appropriate city official on a person of suitable age and discretion at the last known address of the owner or custodian; and/or

3. Telephone contact with the owner or custodian under circumstances which would lead a reasonable person to believe they have spoken with the owner or custodian.

E. At the hearing, the owner or custodian may appear, cross-examine witnesses and present evidence. At such hearing, the court may order:

1. The dog held in impoundment for a maximum of thirty (30) days or until the owner or custodian complies with the immediate or time-limited steps specified by a hearing officer or judge, whichever occurs first. If, at the end of thirty (30) days, the owner or custodian has failed to comply with the immediate or time-limited steps specified by a hearing officer or judge, the dog shall be destroyed; or

2. The dog destroyed in accordance with **A.R.S. Section 11-1014.H** and **A.R.S Section 11-1029**. In addition, the court may order the owner or custodian to pay all expenses, including shelter, food, handling and veterinary care, necessitated by the enforcement of this chapter.

F. Any vicious dog that kills a human being, dog, cat or livestock may be destroyed.

G. In the event that the owner or custodian of the vicious dog is a minor, the parent or guardian in physical control of such minor at the time of the acts giving rise to the determination of viciousness shall be liable:

1. For all injuries and property damage sustained by any person, dog, cat or livestock, caused without provocation by such vicious dog; and

2. All violations of this chapter.

**6.13.050 - Exemption.**

This chapter shall not apply to any dog used by the police department and trained to assist in carrying out police duties.

**6.13.060 - Violation – Penalty.**

Any person found to have been in violation of the provisions of this chapter shall be deemed to have committed a criminal infraction and shall be subject to a fine of not less than two hundred fifty dollars or more than one thousand dollars, unless specified otherwise.

Section 2. That Section 1.12.010 of the City Code is hereby amended as follows:

1.12.010 - Designated.

Except as otherwise provided in this code, any person violating any of its provisions or any ordinance of the city is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars or by imprisonment for a period not to exceed six months, or by a combination of fines and imprisonment not to exceed the above maximums, with each day or portion of a day that any such violation continues constituting a separate offense.

Section 3. That if any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions hereof.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 19th DAY OF FEBRUARY, 2013.

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Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

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Steven B. Horton, Esq.  
City Attorney

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Marianne Jiménez, City Clerk

# City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date: February 19, 2013  
**Subject:** Solid Waste Hauling Bids for the Cottonwood Transfer Station  
Department: Development Services  
From: Morgan Scott, Development Services Manager

## **REQUESTED ACTION**

Consider renewing the contract with Waste Management for the the solid waste hauling services at the Cottonwood Transfer Station.

## **SUGGESTED MOTION**

If the Council desires to approve this item the suggested motion is: I move to renew the contract with Waste Management Inc. for solid waste hauling services.

## **BACKGROUND**

At the Cottonwood City Council meeting on April 3, 2012 the Council awarded a bid to Waste Management Inc. to provide hauling services for the City's solid waste transfer station. The award to Waste Management was recommended to City Council by Staff after Staff had advertised the contract.

The existing contract with Waste Management will expire on February 28<sup>th</sup> 2013, however, the contract allows for two (2) additional one (1) year terms at the sole discretion of the City Council. City Staff would like to recommend that Council renew the contract with Waste Management for an additional year due to the competitive pricing offered by Waste Management under the contract. Below is a comparison of the contract pricing with normal Waste Management pricing without a contract:

|                | <b>Non-Contract Price</b> | <b>Contract Price</b> |
|----------------|---------------------------|-----------------------|
| Price per pull | \$250                     | \$99                  |
| Price per ton  | \$40                      | \$32.50               |

Waste Management has also agreed to continue the contract at the existing prices.

## **JUSTIFICATION/BENEFITS/ISSUES**

-Approving the contract with Waste Management Inc., will lock in a low rate to haul and

dispose solid waste.

-Also, approving the contract with Waste Management Inc., will guarantee prompt service from Waste Management Inc.

-Renewing the contract will allow City staff to continue to operate the transfer station without a break in service or re-advertising the contract.

**COST/FUNDING SOURCE**

General Fund and revenue from the solid waste transfer station.

**ATTACHMENTS:**

| Name:                                                                                                                              | Description:                            | Type:      |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------|
|  <a href="#">Contract, signed 7-17-12.pdf</a>     | Existing Contract with Waste Management | Cover Memo |
|  <a href="#">Waste Management Bid, 3-9-12.pdf</a> | Waste Mangement Bid                     | Cover Memo |
|  <a href="#">Solicitation Tabulation Form.pdf</a> | Solicitation Tabulation Form            | Cover Memo |

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## CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered into this, 3 day of April, 2012, by and between the City of Cottonwood, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the OWNER, and Waste Management of Arizona, Inc. organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the CONTRACTOR.

WITNESSETH: That the said CONTRACTOR, for and in consideration of the sum to be paid him by the said OWNER, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the Contract Documents provided, hereby agrees, themselves, their heirs, executors, administrators, successors, and assigns as follows:

### ARTICLE I -- SCOPE OF WORK

CONTRACTOR shall provide to OWNER the goods and services listed in the Scope of Work, attached hereto as Exhibit A and made a part hereof by reference, at the prices listed on the Bid Section, attached hereto as Exhibit B and made a part hereof by reference, all as more specifically set forth in the specifications and details included therein.

### ARTICLE II -- CONTRACT TIMES

- A. The Effective Term of this Agreement is from 3-1-2012 to 2-28-2013. This Contract may be extended for up to two (2) additional one (1) year terms, subject to the availability of funds for the period beyond the current fiscal year and at the sole discretion of the Cottonwood City Council. If the City exercises its option to renew the agreement for an additional term, CONTRACTOR'S compensation may be increased by up to three percent (3%) for the new term if CONTRACTOR demonstrates to the OWNER'S satisfaction that its costs of providing the services contemplated under this Invitation for Bids have increased by that amount. In no case, however, shall any increase awarded exceed three percent (3%).
- B. Throughout its term, this Agreement may be cancelled by either party at the end of thirty (30) days after the receipt of written notice by the other party (written notice shall mean upon the receipt and signing of return mail). There shall be no penalty to the canceling party for such early termination nor shall the other party be entitled to any damages due to the early cancellation. In the event that the OWNER gives notice of cancellation, it shall only be responsible for paying any outstanding charges for work completed, in accordance with this Agreement, no later than 5:00 pm, on the day following receipt of notice of cancellation.

### ARTICLE III -- INDEMNIFICATION AND INSURANCE

- A. CONTRACTOR assumes and agrees to hold harmless, indemnify and defend OWNER, its officers, agents and representatives from and against all losses, claims, demands, payments, suits, actions for recovery, judgments and all liability of every kind, nature, and description for injury to persons including wrongful death, or damage to property or both occurring during or in consequence of the performance by CONTRACTOR where such injury or damage is due to any defect in services delivered hereunder, or to the action or negligence of CONTRACTOR, its employees, subcontractors, or agents. OWNER assumes no liability, obligation, or responsibility of any nature, whatsoever, in connection with this Contract except for payment of price or consideration as stated or referred to herein or allowed by law. CONTRACTOR'S obligation under this section shall not extend to any liability caused by the sole negligence of OWNER or its employees.
- B. CONTRACTOR shall provide and maintain, and cause its subcontractors to provide and maintain, the following minimum insurance coverage in accordance with the insurance criteria included in the Bid Package:

- B.1. Comprehensive general liability insurance with a minimum combined single limit of one million dollars (\$1,000,000) each occurrence. The policy shall include coverage for bodily and personal injury, broad form property damage, blanket contractual, CONTRACTOR'S protective, and products and completed operations.
- B.2. Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to CONTRACTOR'S vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of a Contract.
- B.3. Products/Completed Operations insurance with a minimum single limit of not less than one million dollars (\$1,000,000) per occurrence.
- B.4. Worker's Compensation (statutory limits).
- C. Additional insurance coverage may be required at OWNER'S discretion where the services to be performed are deemed to be hazardous in nature.
- D. The policies required by section B.1. and B.2. shall name OWNER, and its respective agents, officials, and employees as additional insured, and shall specify that the insurance afforded CONTRACTOR shall be primary insurance and that any insurance coverage carried by OWNER or its employees shall be excess coverage and not contributory insurance to that provided by CONTRACTOR. Said policy shall contain a severability of interests provision.
- E. Failure on the part of CONTRACTOR to procure and maintain the required liability insurance and provide proof thereof to OWNER within thirty (30) days following the commencement of a new policy period, shall constitute a material breach of a Contract upon which OWNER may immediately terminate the Contract. Prior to the effective date of the Contract, CONTRACTOR shall furnish OWNER with copies of the State of Arizona Certificate of Insurance (RM-7200.1), drawn in conformity with the above insurance requirements. OWNER reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.

#### **ARTICLE IV -- CANCELLATION OF AGREEMENT**

Pursuant to A.R.S. Section 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Contract is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of one of the parties at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity, or a Consultant to any other party of the Contract with respect to the subject matter of the Contract.

Throughout its term, this Contract may be cancelled by either party at the end of thirty (30) days after the receipt of written notice by the other party. Written notice shall mean upon the receipt and signing of return mail. There shall be no penalty due to the early cancellation. In the event that the City gives notice of cancellation, it shall only be responsible for paying any outstanding charges for work completed, in accordance with this agreement, no later than 5:00 p.m. on the day following receipt of notice of cancellation.

#### **ARTICLE V -- NON-DISCRIMINATION**

CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, and Federal Executive Order No. 11246, State Executive Order No. 94-4, and A.R.S. Section 41-1461 et. Seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have access to employment opportunities.

CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap.

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin.

CONTRACTOR shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and with the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of handicap in delivering contract services.

#### ARTICLE VI -- NOTICE

Any notice given in connection with this Contract shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated below. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

Contractor: Waste Management

City of Cottonwood

c/o Robert Kovato

c/o Morgan Scott

222 S. Mill Ave Suite 333

1490 W. Mingus Ave

Tempe, AZ 85281

Cottonwood, AZ 86326

#### ARTICLE VII -- CHOICE OF LAW AND VENUE

Any dispute under this Contract or related to this Contract shall be decided in accordance with the laws of the State of Arizona and filed with the Arizona Superior Court of Yavapai County.

#### ARTICLE VIII -- OBLIGATIONS/CERTIFICATIONS

**Legal Worker Requirements:** As mandated by Arizona Revised Statutes §41-4401, the City is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes §23-214-A, which requires that employers verify the employment eligibility of their employees through the Federal E-verify system. An "employer" is an independent contractor, a self-employed person, the State of Arizona or any of its political subdivisions, or any individual or type of organization that transacts business in the State of Arizona, that has a license issued by an agency in the State and that employs one or more employees in the State (See A.R.S. §23-211-4). Therefore, in signing or performing any contract for the City of Cottonwood, CONTRACTOR fully understands and agrees that:

- A. Both it and any subcontractors it may use shall comply with all Federal immigration laws and regulations that relate to their employees and with A.R.S. §23-214-A;
- B. Any breach of that warranty is material and is subject to penalties up to and including immediate termination of the Contract; and
- C. OWNER or its designee is authorized by law to randomly inspect the employment records relating to an employee of CONTRACTOR or any of its subcontractors who works on the Contract to ensure compliance with the warranty made in Paragraph A above.

In accordance with A.R.S. §35-393.06, CONTRACTOR hereby certifies that CONTRACTOR does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, CONTRACTOR hereby certifies that CONTRACTOR does not have scrutinized business operations in Sudan.

**ARTICLE IX -- SEVERABILITY**

If any part of this Contract shall be held unenforceable, the rest of the Contract will nevertheless remain in full force and effect.

**ARTICLE X -- PAYMENT**

CONTRACTOR agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal. The Proposal is attached hereto as Exhibit A. Payment for services shall be made by OWNER within thirty (30) days after receipt of a correct invoice. CONTRACTOR will be utilized on an as needed basis with no guarantee regarding the amount or frequency of biosolids to be hauled.

**ARTICLE XI -- ASSIGNMENT**

OWNER and CONTRACTOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

Contractor

Waste Management

Company Name

*[Signature]*

Signature

Public Sector Services

Title

William Day

Printed Name

7-16-12

Date of Signing

City of Cottonwood

By: *[Signature]*

Diane Joens, Mayor

4-10-12

Date of Signing

Attest:

*[Signature]*  
Marianne Jimenez, City Clerk

Approved as to form:

By: *[Signature]*

Steve Horton, City Attorney

## Exhibit A SCOPE OF WORK

The City of Cottonwood is seeking solid waste hauling services from the City of Cottonwood Solid Waste Transfer Station located adjacent to 1490 W. Mingus Avenue, Cottonwood, AZ 86326.

- A. Upon demand, the City owned containers shall be picked-up from the Solid Waste Transfer Station and hauled and property disposed of at an Arizona Department of Environment Quality (ADEQ) certified landfill of the Bidder's choice. The City owned containers shall be returned to the transfer station at the time the next container is to be hauled off.
  1. The units to be hauled are:
    - a. X Marathon RJ-400C compact bins, which can contain forty (40) cubic yards of material and are 23' long and 8'8" tall.
    - b. Forty (40) cubic yard roll off dumpsters which do not have covering. Covering must be provided by Vendor.
- B. Vendor must be able to pick up loaded containers within twenty-four (24) hours of the time the order is called in. Vendor must be able to pick up at least two (2) containers per day if requested.
- C. **Permits, Fees and Licenses.** The successful Bidder shall secure and pay for all applicable Federal, State, County, and/or local permits and licenses, including a City of Cottonwood Business Registration, and comply with all applicable Federal, State, County, and /or local laws, codes, ordinances, regulations, and safety standards.
- D. The Transfer Station staff shall complete a Bill of Lading.
- E. The bid for pickup, hauling and disposal of solid waste shall include the use of City-owned containers, disposal fees, fuel charges, and all services mentioned herein. Bids shall also include sales tax and all other applicable taxes and fees. No additional fees other than those listed above shall be allowed.
- F. The Transfer Station has generated an average of approximately one hundred sixteen (116) tons of solid waste per month over the last twelve (12) month period. For the purposes of this bid, all quantities are approximate and are supplied solely to assist the Bidder.
- G. The successful Bidder will enter into a contract with the City of Cottonwood for a one (1) year period, with the option of continuing the contract for two (2) additional one (1) year periods, subject to the availability of funds for the period beyond the current fiscal year and at the sole discretion of the Cottonwood City Council. If the City exercises its option to renew the agreement for an additional term, the successful Bidder's compensation **may** be increased by up to three percent (3%) for the new term if successful Bidder demonstrates to the City's satisfaction that its costs of providing the services contemplated under this Invitation for Bids have increased by that amount. In no case, however, shall any increase awarded exceed three percent (3%).

# Solid Waste Disposal

March 9, 2012

Submitted to:

**City of Cottonwood**  
816 North Main Street  
Cottonwood, AZ 86326

Submitted by:

**Waste Management of Arizona, Inc.**  
23355 Hwy 169 (Mile Post 11)  
Dewey, AZ 86337

Please contact:

**Dusty Ralston, Operations Manager**  
[RRalston@wm.com](mailto:RRalston@wm.com) | (928) 925-6249

**Bill Day, HOA Sales Representative**  
[BDay2@wm.com](mailto:BDay2@wm.com) | (602) 305-3713

Addendum 1 Received

**THINK GREEN®**



## BIDDER'S CHECK LIST

- 1. The bid has been signed in the Bid Section (bids not signed in this section will **not** be considered).
- 2. The bid prices offered have been reviewed.
- 3. All items listed on the Bid Section have been responded to as applicable/required (see Information and Instructions to Bid Section 4.5).
- 4. Any addendums have been included/noted on Bid Section.
- 5. Disclosure of Responsibility Statement (Exhibit C) has been signed and included with bid.
- 6. Affidavit of Non-Collusion (Exhibit D) has been signed and included with bid.
- 7. Contractor Immigration Warranty (Exhibit E) has been included with bid.
- 8. Certificate of Insurability (Exhibit F) has been signed and included with bid.
- 9. The mailing envelope/package has been addressed to:  
  
Location:  
City of Cottonwood Administrative Services Department  
Purchasing Division  
816 N. Main Street  
Cottonwood, AZ 86326
- 10. Bid package/envelope has been identified with bid number and title.
- 11. The bid is mailed in time to be received and stamped in by an Administrative Services representative no later than specified time on designated date (otherwise the bid cannot be considered).

**Exhibit B  
BID SECTION**

(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: Waste Management of Arizona, Inc.

Contact Name: Dusty Ralston

Principal Address: 23355 East Highway 169 Mile Post 11  
Dewey, AZ 86327

Phone: 602-725-0397 Fax: \_\_\_\_\_

E-Mail: RRalston@wm.com

Local Address: 23355 East Highway 169 Mile Post11  
Dewey, AZ 86327

Type of Organization: Corporation

Tax ID #: 86-0198265 License #: 07-128641-Y

2. Exceptions to IFB (§4.5.4 Exceptions to IFB): n/a

3. Disclosure of Debarment Information (§4.5.5 Disclosure): n/a

4. Prices:

A. Landfill Disposal Unit Cost: \$ 32.50 per ton.

B. Minimum Price Per Haul: \$ 99.00

C. Prompt Payment Terms: Net 30

D. Tax Percentage: \_\_\_\_\_

E. Will you accept a City Procurement Card (MasterCard) for payment of invoices? yes

F. Will you accept Automated Clearinghouse (ACH) for payment of invoices? yes

5. References (must be provided):

Provide names, addresses and telephone numbers of government agencies/businesses to which you have provided similar goods or services.



A. Entity: City of Cottonwood  
Address: 111 North Main Street Cottonwood, AZ 86326  
Contact: Dan Lueder  
Phone: 928-634-5527  
Goods or services supplied and when provided: Trash and Recycling Services

B. Entity: Kyrene School District No. 28  
Address: 8700 South Kyrene Road Tempe, AZ 85284  
Contact: Jani Fasulo  
Phone: 480-783-4032  
Goods or services supplied and when provided: Trash and Recycling Services

C. Entity: Chandler Unified School District  
Address: 1525 West Frye Road Chandler, AZ 85224  
Contact: Lew Schroeder  
Phone: 480-812-7200  
Goods or services supplied and when provided: Trash and Recycling Services

6. List of Subcontractors (must be provided):

Provide names, addresses and telephone numbers of subcontractors for which you anticipate utilizing for these services.

A. Entity: n/a  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_

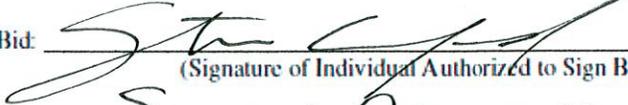


7. Receipt of Addenda:

Bidder acknowledges receipt of the following Solicitation Addendum(s):

| <u>Addendum No.</u> | <u>Date</u>   |
|---------------------|---------------|
| <u>1</u>            | <u>3-2-12</u> |
| _____               | _____         |
| _____               | _____         |

8. Other Information Requested: \_\_\_\_\_

9. Intent to be Bound by Bid: 

(Signature of Individual Authorized to Sign Bid)

STEVEN CRAWFORD

(Printed Name of Individual Authorized to Sign Bid)

---





Exhibit D
NON-COLLUSION AFFIDAVIT

STATE OF: Arizona )
CITY OF: Cottonwood ) ss

Steve Crawford

(Name of Company, Representative)

being first duly sworn, deposes and says:

That she/he is Manager, Government Contracting Services of Waste Management of Arizona, Inc.
(Title) (Name of Company)
and

That pursuant to Section 112 (C) of Title 23 USC or other applicable laws, he/she certifies as follows:
That neither he/she nor anyone associated with the said

Waste Management of Arizona, Inc.

(Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding for the bid for the:

SOLID WASTE DISPOSAL

This bid is genuine and not made in the interest of or on behalf of any undisclosed firm or corporations and is not submitted to conform to any agreement or rules of any group, association, organization or corporation. Bidder has not submitted a false bid or solicited whether directly or indirectly with any other Bidder to submit a false bid which would give one particular bid any advantage over others or the owner.

By: [Signature]
(Signature of Individual/Representative)

STATE OF: FLORIDA )
COUNTY OF: NASSAU ) ss

On this the 3rd day of MARCH, 2012, before me, the undersigned NOTARY PUBLIC, personally appeared STEVEN CRAWFORD, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature: Susan N. Frazier]
NOTARY PUBLIC
My Commission Expires: 3/30/2012



SEAL



**Exhibit E**  
**CONTRACTOR IMMIGRATION WARRANTY**  
(To Be Completed by Contractor Prior to Execution of Contract)

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) requires as a condition of your Contract, verification of compliance by the Contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

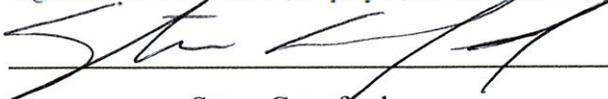
By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

|                                                               |                  |                        |  |
|---------------------------------------------------------------|------------------|------------------------|--|
| <b>Contract Number:</b> 2012-PW-16                            |                  |                        |  |
| <b>Name (as listed in the contract):</b> Solid Waste Disposal |                  |                        |  |
| <b>Street Name and Number:</b> 816 North Main Street          |                  |                        |  |
| <b>City:</b> Cottonwood                                       | <b>State:</b> AZ | <b>Zip Code:</b> 86326 |  |

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this Contract;
2. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. All subcontractors performing work under this Contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:

  
Printed Name: Steve Crawford

Title: Manager, Government Contracting Services

Date (month/day/year): March 1, 2012

**Exhibit F**  
**CERTIFICATE OF INSURABILITY**

I hereby certify that as a Bidder to City of Cottonwood (City) for Solicitation No. \_\_\_\_\_, I am fully aware of insurance requirements contained in the Contract and by the submission of this bid. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that I may not be considered for further projects by City.

  
\_\_\_\_\_  
Signature of Bidder

Waste Management of Arizona, Inc.  
Company

March 1, 2012  
Date

Sample Certificate of Insurance



**CERTIFICATE OF LIABILITY INSURANCE**

1/1/2012

DATE (MM/DD/YYYY)  
12/30/2010

|                                                                                                                                                               |                                                                                                                                                                                                                    |              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>PRODUCER</b><br>LOCKTON COMPANIES, HOUSTON<br>LOCKTON COMPANIES OF HOUSTON<br>5847 SAN FELIPE, SUITE 320<br>HOUSTON TX 77057                               | <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b> |              |
| <b>INSURED</b><br>1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT NATIONAL SERVICES INC. | <b>INSURERS AFFORDING COVERAGE</b>                                                                                                                                                                                 |              |
|                                                                                                                                                               | INSURER A: ACE American Insurance Company                                                                                                                                                                          | NAIC # 22667 |
|                                                                                                                                                               | INSURER B: Indemnity Insurance Co of North America                                                                                                                                                                 | 43375        |
|                                                                                                                                                               | INSURER C: ACE Property & Casualty Insurance Co                                                                                                                                                                    | 20699        |
|                                                                                                                                                               | INSURER D:                                                                                                                                                                                                         |              |
|                                                                                                                                                               | INSURER E:                                                                                                                                                                                                         |              |

**COVERAGES** AJ  
THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.  
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADDITIONAL LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                           | POLICY NUMBER           | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                        |
|----------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        |                | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> XCU INCLUDED<br><input checked="" type="checkbox"/> ISO FORM CG 0001 1207<br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC | HDO G25524937           | 1/1/2011                           | 1/1/2012                            | EACH OCCURRENCE \$ 5,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000<br>MED EXP (Any one person) \$ XXXXXXXX<br>PERSONAL & ADV INJURY \$ 5,000,000<br>GENERAL AGGREGATE \$ 6,000,000<br>PRODUCTS - COMP/OP AGG \$ 6,000,000 |
| A        |                | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS<br><input checked="" type="checkbox"/> MCS-90                                                                                                                      | MMT H08631463           | 1/1/2011                           | 1/1/2012                            | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX                                                          |
|          |                | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                                                                                                                                                                | NOT APPLICABLE          |                                    |                                     | AUTO ONLY - EA ACCIDENT \$ XXXXXXXX<br>OTHER THAN EA ACC \$ XXXXXXXX<br>AUTO ONLY - AGG \$ XXXXXXXX                                                                                                                                           |
| C        |                | <b>EXCESS &amp; UMBRELLA LIABILITY</b><br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM<br>RETENTION \$                                                                                                                                                                                                                           | XOO G25828562           | 1/1/2011                           | 1/1/2012                            | EACH OCCURRENCE \$ 15,000,000<br>AGGREGATE \$ 15,000,000<br>\$ XXXXXXXX<br>\$ XXXXXXXX<br>\$ XXXXXXXX                                                                                                                                         |
| B        |                | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below                                                                                                                                                                                                                                                                      | WLR C46469768 (AOS)     | 1/1/2011                           | 1/1/2012                            | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER                                                                                                                                                        |
| A        |                | Y/N <input checked="" type="checkbox"/> N                                                                                                                                                                                                                                                                                                                                                                                                                   | WLR C4646977A (CA & MA) | 1/1/2011                           | 1/1/2012                            | E.L. EACH ACCIDENT \$ 3,000,000                                                                                                                                                                                                               |
| A        |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                             | SCF C46469781 (WI)      | 1/1/2011                           | 1/1/2012                            | E.L. DISEASE - EA EMPLOYEE \$ 3,000,000                                                                                                                                                                                                       |
| A        |                | OTHER                                                                                                                                                                                                                                                                                                                                                                                                                                                       | XTR H08631473           | 1/1/2011                           | 1/1/2012                            | E.L. DISEASE - POLICY LIMIT \$ 3,000,000                                                                                                                                                                                                      |
| A        |                | EXCESS AUTO LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                       |                         |                                    |                                     | COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)                                                                                                                                                                                             |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
 CANCELLATION: 30 DAYS EXCEPT 10 DAYS NOTICE FOR NON-PAYMENT. BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW  
 CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

|                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>10761203<br>"FOR INFORMATIONAL PURPOSES ONLY" | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE<br><i>[Signature]</i> |
|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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THINK GREEN®



**City of Cottonwood, Arizona  
City Council Agenda Communication**



 Print

|                 |                                                                                    |
|-----------------|------------------------------------------------------------------------------------|
| Meeting Date:   | February 19, 2013                                                                  |
| <b>Subject:</b> | Liquor License Application for Christopher L. Dobrowolski (Schoolhouse Restaurant) |
| Department:     | City Clerk                                                                         |
| From:           | Marianne Jiménez, City Clerk                                                       |

**REQUESTED ACTION**

Council consideration and recommendation of approval or denial of a Liquor License Application submitted by Christopher L. Dobrowolski, applicant for the new Schoolhouse Restaurant.

**SUGGESTED MOTION**

If the Council desires to approve this item the suggested motion is:

"I move to recommend approval of the Liquor License Application submitted by Christopher L. Dobrowolski, applicant for the Schoolhouse Restaurant located at 202 N. Main Street."

**BACKGROUND**

A Liquor License Application was received from the Arizona Department of Liquor Licenses & Control for Christopher L. Dobrowolski, applicant for the new Schoolhouse Restaurant to be located at 202 North Main Street in Old Town Cottonwood. No comments for or against the application have been received.

**JUSTIFICATION/BENEFITS/ISSUES**

All Liquor License applications that are submitted to the Arizona Department of Liquor Licenses & Control (ADLLC) for establishments located within the City of Cottonwood are presented to the Council for its recommendation of approval or denial of the application. The Council's recommendation is taken into consideration by the ADLLC prior to their final approval of the application.

**COST/FUNDING SOURCE**

N/A

**ATTACHMENTS:**

Name:

Description:

Type:

 [2-19-13 Schoolhouse Restaurant LL Application.pdf](#)

Dobrowolski LL Application

Cover Memo

---

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor

Phoenix, Arizona 85007

www.azliquor.gov

602-542-5141

12 DEC 14 Liq. Dept PM 1:27  
13 JAN 18 Liq. Dept PM 1:05

**APPLICATION FOR LIQUOR LICENSE**  
**TYPE OR PRINT WITH BLACK INK**

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

**SECTION 1** This application is for a:

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

**SECTION 2** Type of ownership:

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

**SECTION 3** Type of license and fees LICENSE #(s): 12133548

\$2200.00

1. Type of License(s): Restaurant

2. Total fees attached:

|    |                     |
|----|---------------------|
|    | Department Use Only |
| \$ |                     |

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

**SECTION 4** Applicant

1. Owner/Agent's Name: Mr. Dobrowolski Christopher Lee  
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: \_\_\_\_\_  
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Schoolhouse Restaurant  
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 202 North Main Street Cottonwood Yavapai 86326  
(Do not use PO Box Number) City County Zip
5. Business Phone: 928-301-4303 Daytime Contact: 928-301-4303
6. Is the business located within the incorporated limits of the above city or town?  YES  NO
7. Mailing Address: 202 North Main Street, Cottonwood, AZ 86326  
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type \_\_\_\_\_ \$ \_\_\_\_\_ Type \_\_\_\_\_ \$ \_\_\_\_\_

**DEPARTMENT USE ONLY**

Fees: 100.00 Application Interim Permit Agent Change Club 22.00 Finger Prints \$ 122.00  
**TOTAL OF ALL FEES**

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

Accepted by: [Signature] Date: 1/22/2013 Lic. # 12133548

**SECTION 5 Interim Permit:**

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

12 DEC 14 Liq. Dept PM 1 27

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

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

(Print full name)

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

X \_\_\_\_\_  
(Signature)

The foregoing instrument was acknowledged before me this

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

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

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

**SECTION 6 Individual or Partnership Owners:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

| Last                          | First | Middle | % Owned | Mailing Address                      | City State Zip |
|-------------------------------|-------|--------|---------|--------------------------------------|----------------|
| Dobrowolski, Christopher, Lee |       |        | 100     | 351 East Papago Lane, Cottonwood, AZ | 86326          |

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

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

) Y R A S S E C E N F I T

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

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

**SECTION 7 Corporation/Limited Liability Co.:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

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

12 DEC 14 Ligr. Dept PM 1 27

1. Name of Corporation/L.L.C.: \_\_\_\_\_  
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: \_\_\_\_\_ State where Incorporated/Organized: \_\_\_\_\_
3. AZ Corporation Commission File No.: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_
4. AZ L.L.C. File No: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_
5. Is Corp./L.L.C. Non-profit?  YES  NO
6. List all directors, officers and members in Corporation/L.L.C.:

| Last | First | Middle | Title | Mailing Address | City | State | Zip |
|------|-------|--------|-------|-----------------|------|-------|-----|
|      |       |        |       |                 |      |       |     |
|      |       |        |       |                 |      |       |     |
|      |       |        |       |                 |      |       |     |
|      |       |        |       |                 |      |       |     |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

| Last | First | Middle | % Owned | Mailing Address | City | State | Zip |
|------|-------|--------|---------|-----------------|------|-------|-----|
|      |       |        |         |                 |      |       |     |
|      |       |        |         |                 |      |       |     |
|      |       |        |         |                 |      |       |     |
|      |       |        |         |                 |      |       |     |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

**SECTION 8 Club Applicants:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: \_\_\_\_\_ Date Chartered: \_\_\_\_\_  
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit?  YES  NO
3. List officer and directors:

| Last | First | Middle | Title | Mailing Address | City | State | Zip |
|------|-------|--------|-------|-----------------|------|-------|-----|
|      |       |        |       |                 |      |       |     |
|      |       |        |       |                 |      |       |     |
|      |       |        |       |                 |      |       |     |
|      |       |        |       |                 |      |       |     |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

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

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

**SECTION 11 Person to Person Transfer:**

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

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

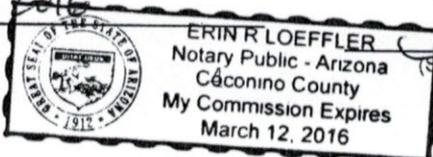
10. I, \_\_\_\_\_, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property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

I, \_\_\_\_\_, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

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

State of Arizona County of Cocouino  
The foregoing instrument was acknowledged before me this  
12th December 2012  
Day Month Year

My commission expires on: March 12, 2016



Erin R. Loeffler  
(Signature of NOTARY PUBLIC)

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

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

DEC 14 Ligr. Dept PM 1:27

1. Current Business: Name \_\_\_\_\_  
(Exactly as it appears on license) Address 13 JAN 18 Ligr. Dept PM 1:03
2. New Business: Name \_\_\_\_\_  
(Physical Street Location) Address \_\_\_\_\_
3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
4. If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
5. What date do you plan to move? \_\_\_\_\_ What date do you plan to open? \_\_\_\_\_

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

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

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

1. Distance to nearest school: 2112.00 ft. Name of school Center for Creative Education  
Address 215 South Main Street, Cottonwood, AZ 86326  
City, State, Zip \_\_\_\_\_
2. Distance to nearest church: 2112.00 ft. Name of church Trinity Fellowship Church of God  
Address 412 North 10th Street, Cottonwood, AZ 86326  
City, State, Zip \_\_\_\_\_
3. I am the:  Lessee  Sublessee  Owner  Purchaser (of premises)
4. If the premises is leased give lessors: Name Judith A. Perparos  
Address 273 North State Route 89a, Sedona, AZ 86336  
City, State, Zip \_\_\_\_\_
- 4a. Monthly rental/lease rate \$ 1200.00 What is the remaining length of the lease 4 yrs. 8 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ 0 or other \_\_\_\_\_  
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0  
Please list lenders you owe money to.

| Last                                       | First | Middle | Amount Owed | Mailing Address | City State | Zip |
|--------------------------------------------|-------|--------|-------------|-----------------|------------|-----|
| N/A                                        |       |        |             |                 |            |     |
| No loans on business built from savings... |       |        |             |                 |            |     |
|                                            |       |        |             |                 |            |     |
|                                            |       |        |             |                 |            |     |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? 2 Meal Restaurant (Lunch 11am-2pm Dinner 5pm-9pm)

**SECTION 13 - continued**

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

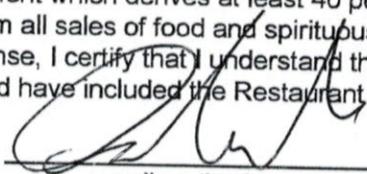
License # \_\_\_\_\_ (exactly as it appears on license) Name \_\_\_\_\_

**SECTION 14 Restaurant or hotel/motel license applicants:**

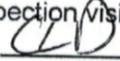
1. Is there an existing restaurant or hotel/motel liquor license at the proposed location?  YES  NO  
 If yes, give the name of licensee, Agent or a company name:

\_\_\_\_\_ and license #: \_\_\_\_\_  
Last First Middle

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

  
 \_\_\_\_\_  
 applicant's signature

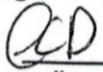
As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception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

  
 \_\_\_\_\_  
 applicants initials

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

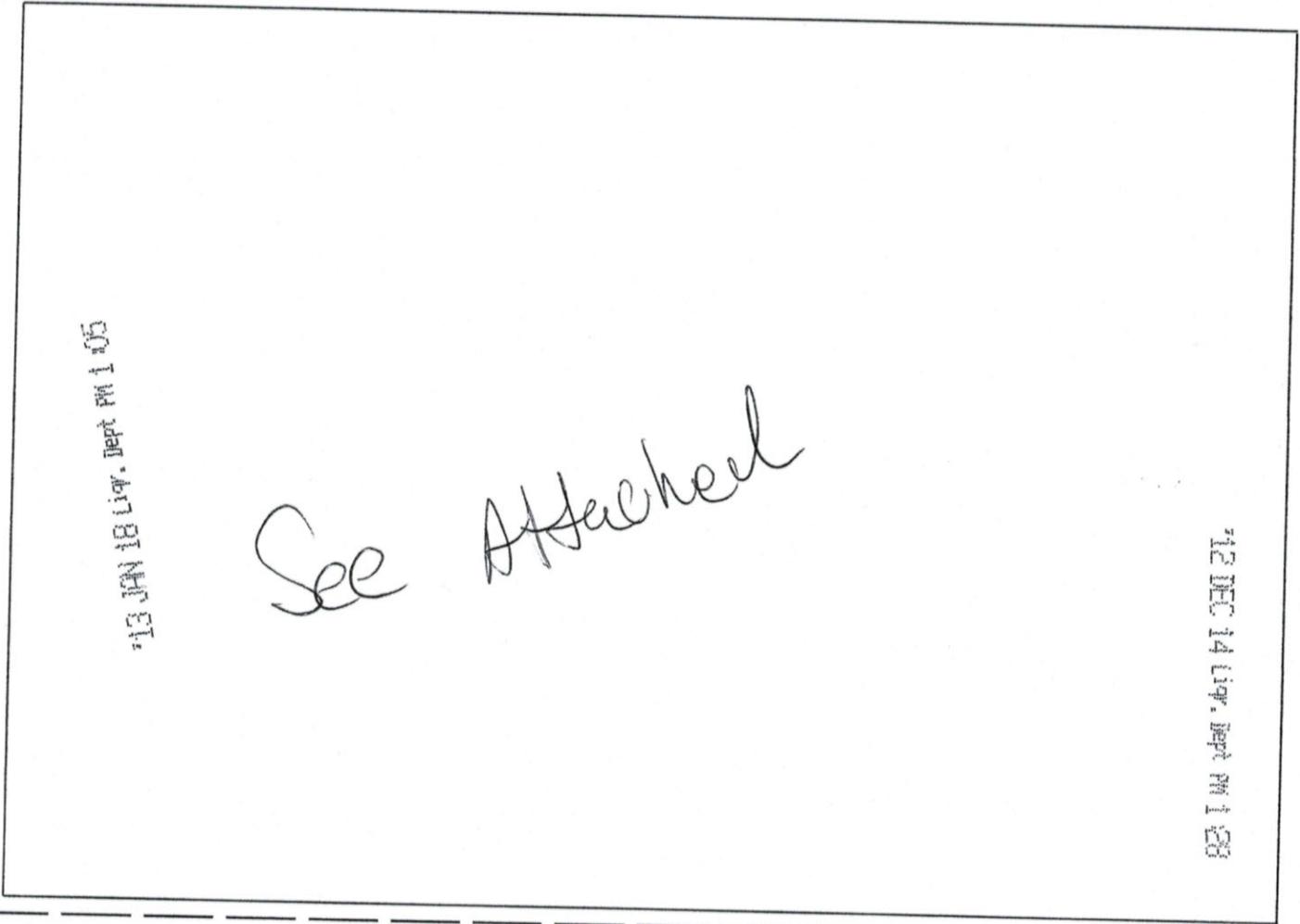
1. Check ALL boxes that apply to your business:  
 Entrances/Exits       Liquor storage areas      Patio:  Contiguous  
 Service windows       Drive-in windows       Non Contiguous
2. Is your licensed premises currently closed due to construction, renovation, or redesign?  YES  NO  
 If yes, what is your estimated opening date? February, 4th 2013  
month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

  
 \_\_\_\_\_  
 applicants initials

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

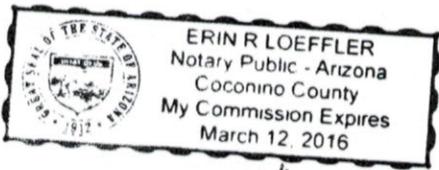
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



**SECTION 16 Signature Block**

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

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



My commission expires on : 12th March 2016  
Day Month Year

State of Arizona County of Coconino

The foregoing instrument was acknowledged before me this 12th of December, 2012  
Day Month Year

[Handwritten Signature]  
signature of NOTARY PUBLIC

Front Deck (No Food to be consumed or served)

Main Entrance

\*12 DEC 14 Ligr. Dept FM 1 27

12 DEC 14 Ligr. Dept FM 1 05



Kitchen Entrance/Exit

Dish Room 20 sq ft

Kitchen 96 sq ft

Bathroom 112 sq ft

Kitchen 100 sq ft

Room #2 240 sq ft

Room #1 408 sq ft

Kitchen Entrance/Exit

Emergency Exit

6 Top Table

- 2 Top
- 4 Top

**City of Cottonwood, Arizona  
City Council Agenda Communication**



 Print

|                 |                                               |
|-----------------|-----------------------------------------------|
| Meeting Date:   | February 19, 2013                             |
| <b>Subject:</b> | Appointment of Administrative Hearing Officer |
| Department:     | Development Services                          |
| From:           | George Gehlert, Community Development         |

**REQUESTED ACTION**

Appointment of Administrative Hearing Officer

**SUGGESTED MOTION**

If the Council desires to approve this item the suggested motion is:

“I move to approve Resolution Number 2681 appointing \_\_\_\_\_ as Administrative Hearing Officer for a two-year term ending February 20, 2015.”

**BACKGROUND**

The Municipal Code / Zoning Ordinance provides for the establishment of an Administrative Hearing Officer. Facilitation of the Hearing Officer program is primarily the responsibility of the City’s Community Development Department.

Hearing Officer duties include review of civil code violations and complaints generally filed by City Staff (most often the Planning and Building departments), in response to perceived code violations. The officer stages public hearings and has the ability to review the citations, levy fines for the infractions, or to rescind the complaints in response to compliance. Officers can also issue subpoenas and summonses. There are no code-mandated requirements for this office, except that officers may not be also employed by the City’s Community Development Department. Staff recommends that candidates have some experience with code enforcement or other similar administrative proceedings or mediation.

The Administrative Hearing Officer is an “at will” employee who performs for a term of two (2) years. Linda Hobson has served in this capacity since the inception of the program in 2007. To enable additional candidates, the opening was also advertised. There are two candidates at this time, Linda A. Hobson and Edward Robert Walker III. The Council has the option to make the appointment at this time, or continue to seek applicants for an extended period.

**JUSTIFICATION/BENEFITS/ISSUES**

The City’s Hearing Officer program establishes added incentive for code compliance by expediting the review of violations and providing fines and other penalties for non-compliance.

**COST/FUNDING SOURCE**

General Fund.

**ATTACHMENTS:**

| Name:                                                                                                                              | Description:                 | Type:      |
|------------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------|
|  <a href="#">Hearing Officer Applications.pdf</a> | Hearing Officer Applications | Cover Memo |
|  <a href="#">res2681.doc</a>                      | Resolution Number 2681       | Cover Memo |

---



# Application for Employment

This Entire Application Requires That You Type or Print Clearly, in Ink Only

## City of Cottonwood

816 North Main Street, Cottonwood, Arizona 86326

928-340-2713

(Fax) 928-634-3727

E-mail: [awilber@cottonwoodaz.gov](mailto:awilber@cottonwoodaz.gov)

Revised August 1, 2008

Position Applied For: Administrative Hearing Officer Date: 1-03-2013  
 Name: Hobson Linda A.  
 (Last) (First) (Middle)

Address (If P.O. Box is used, applicant MUST provide physical address):  
1730 Sawmill Road • Cottonwood Arizona 86326  
 (Physical Address) (State) (Zip Code)

Home Telephone: 928-634-7319 Message / Cell Telephone: 928-821-0212

Salary Requirement (\$ per): - Email Address: ml.hobson@cableone.net

**Your qualifications will be evaluated on the basis of the information provided in this application.**

**Although resumes are encouraged, they will NOT be considered absent a fully-completed application. DO NOT enter the words "See Resume" in lieu of information requested on the application form.**

**Read the following instructions carefully before filling out your application for employment.**

All requested information must be furnished. Fill in all spaces of the application accurately and completely. If an item does not apply to you, or if there is no information to be given, write in the letters "N/A" for not applicable.

All new hires for classified city positions are required to complete – **and pass** – a post offer, pre-employment **physical examination** and **drug screening** at the City's expense. All applicants will also be required to provide their fingerprints on a standard, Federal Bureau of Investigation (FBI) employment card. Your fingerprint card will be forwarded to the FBI for review.

**Criminal History Information revealed by the FBI that conflicts with the information provided on this application will be grounds for rejection and/or termination from employment.**

For certain positions an extensive background check, including a polygraph examination, may be required.

By signing below, I acknowledge that I have read – **and understand** – the above directives. I further understand and acknowledge that, unless otherwise defined by applicable law, any employment relationship with the City is of an "at will" nature, which means that, if hired, I may resign at any time, and the City may discharge me at any time for any reason not prohibited by law. It is further understood that the "at will" employment relationship which would be created if I am hired may not be changed by any oral or written communication, unless such change is specifically acknowledged, in writing, by the City.

Linda A. Hobson  
 (Applicant Signature)

1-03-2013  
 (Date)

CHECK THE APPROPRIATE BOX:

YOU WILL ACCEPT:

- Permanent  
 Full Time  
 Part Time

Temporary

- Full Time  
 Part Time  
 On Call

SHIFTS YOU WILL ACCEPT:

- Days  
 Evenings  
 Nights  
 Rotating

YOU LEARNED OF POSITION BY:

- News Paper

\_\_\_\_\_  
(Name of News Paper)

- City Web Site

- City Employee

\_\_\_\_\_  
(Name of Employee)

- Friend

- Other

A. Have you ever worked for the City of Cottonwood?

Yes  No

If yes, note dates & positions: City Council: 1985-1993; Administrative Hearing Officer 2010 to Present

B. Are any of your relatives, either by blood or marriage employed by the City of Cottonwood?

Yes  No

If yes, please identify: \_\_\_\_\_

C. Have you ever served in the U. S. Armed Forces?

Yes  No

If yes, note branch: \_\_\_\_\_

D. Are you a member of a National Guard or Armed Forces Reserve Unit?

Yes  No

If yes, identify: \_\_\_\_\_

E. Have you ever been discharged or requested or forced to resign from any position?

Yes  No

F. Do you have any reason to believe that you will be discharged or requested or forced to resign from your current position within the next 30 days?

Yes  No

G. Have you ever had a legal suit or claim filed against you as an employer, or as a representative of an employer?

Yes  No

H. Have you ever been convicted of, or pled "no contest" to any crime, including any convictions that were later set aside or expunged? (NOTE: A criminal conviction does not constitute an automatic bar to employment; however, **Criminal History Information revealed by the FBI that conflicts with the information provided on this application will be grounds for rejection and/or termination from employment.** Each conviction will be evaluated as to the gravity of the offense, time passed since conviction, and nature of the job sought. **BOTTOM LINE: BE TRUTHFUL.**)

Yes  No

**If you have answered "Yes" to any of the questions numbered E through H, above, you MUST provide all relevant details on a separate sheet of paper(s). Sign and date the sheet(s) and attach same to this application.**

If the job for which you are applying involves operating City vehicles please provide your current drivers license number and state of issue.

Also, list all other states in which you hold, or have held, a driver's license.

Finally, please list all traffic related offenses for the past five (5) years.

No traffic Offenses

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**EDUCATION:**

Did you receive a high school diploma or obtain a GED?  Yes  No

Name and address of school or program: Evanston High School • Evanston, Wyoming • 1962  
Colleges/Universities Attended and Degree (if any)

| COLLEGE / UNIVERSITY | CITY and STATE | FIELD of STUDY | DEGREE ("Y" or "N") | TYPE of DEGREE   |
|----------------------|----------------|----------------|---------------------|------------------|
| Northern Arizona U.  | Flagstaff, AZ  | Psychology     | Y                   | Master of Arts   |
| Northern Arizona U.  | Flagstaff, AZ  | Psychology     | Y                   | Bachelor of Arts |
|                      |                |                |                     |                  |
|                      |                |                |                     |                  |
|                      |                |                |                     |                  |

Trade, Technical, Business, Correspondence, or other Schools and Courses Studied N/A

| INSTITUTION | CITY and STATE | FIELD of STUDY | DEGREE ("Y" or "N") | TYPE of DEGREE |
|-------------|----------------|----------------|---------------------|----------------|
|             |                |                |                     |                |
|             |                |                |                     |                |
|             |                |                |                     |                |
|             |                |                |                     |                |
|             |                |                |                     |                |

Licenses, Trade or Professional Registration: Honors, Awards, Fellowships, Languages obtained:  
Arizona licensed Professional Counselor  
Certified Mediator

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**EMPLOYMENT HISTORY:**

Be accurate and complete. Provide the following information with respect to every position of employment, including self-employment that you have held for the past ten (10) years. Add additional pages if required.

Although resumes are encouraged, they will NOT be considered absent a fully-completed application.

**DO NOT** enter the words "See Resume" in lieu of information requested on this application.

**Present or Most Recent Job:**

Employer: Self Type of Business: Psychotherapy

Address: 813 Cove Parkway, Cottonwood, AZ 86326

Department: \_\_\_\_\_ Your Title: Owner/Psychotherapist Supervised (No.) 0

Name/Title of Dept. Head/Business Owner: Kinda A. Hobson

Dates of Employment: From: 1990 To: 2006 Total Months Worked: DN call 24/7

Starting Salary: \$ \_\_\_\_\_ Per \_\_\_\_\_ Final Salary: \$ \_\_\_\_\_ Per Case

May we contact your present employer prior to employment?  Yes, Give Phone # 928-634-7319  No

Describe each major function or duty performed:  
Mental Health Counseling  
Mediation for Superior Court of Yavapai  
Business Management

I closed my private practice in 2006. I currently facilitate mediation for Yavapai County and some consulting.

Equipment Operated:  
Computer

Reason for Leaving: Have not left

Employer: \_\_\_\_\_ Type of Business: \_\_\_\_\_

Address: \_\_\_\_\_

Department: \_\_\_\_\_ Your Title: \_\_\_\_\_ Supervised (No.) \_\_\_\_\_

Name/Title of Dept. Head/Business Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Dates of Employment: From: \_\_\_\_\_ To: \_\_\_\_\_ Total Months Worked: \_\_\_\_\_

Starting Salary: \$ \_\_\_\_\_ Per \_\_\_\_\_ Final Salary: \$ \_\_\_\_\_ Per \_\_\_\_\_

Describe each major function or duty performed:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Equipment Operated:

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**Reason for Leaving:** \_\_\_\_\_



Employer: \_\_\_\_\_ Type of Business: \_\_\_\_\_

Address: \_\_\_\_\_

Department: \_\_\_\_\_ Your Title: \_\_\_\_\_ Supervised (No.) \_\_\_\_\_

Name/Title of Dept. Head/Business Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Dates of Employment: From: \_\_\_\_\_ To: \_\_\_\_\_ Total Months Worked: \_\_\_\_\_

Starting Salary: \$ \_\_\_\_\_ Per \_\_\_\_\_ Final Salary: \$ \_\_\_\_\_ Per \_\_\_\_\_

Describe each major function or duty performed:

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Equipment Operated:

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**Reason for Leaving:** \_\_\_\_\_



Employer: \_\_\_\_\_ Type of Business: \_\_\_\_\_

Address: \_\_\_\_\_

Department: \_\_\_\_\_ Your Title: \_\_\_\_\_ Supervised (No.) \_\_\_\_\_

Name/Title of Dept. Head/Business Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Dates of Employment: From: \_\_\_\_\_ To: \_\_\_\_\_ Total Months Worked: \_\_\_\_\_

Starting Salary: \$ \_\_\_\_\_ Per \_\_\_\_\_ Final Salary: \$ \_\_\_\_\_ Per \_\_\_\_\_

Describe each major function or duty performed:

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Equipment Operated:

Reason for Leaving:

**READ CAREFULLY BEFORE SIGNING:**

In submitting this application, I understand that false statements or omissions will disqualify me for employment or constitute grounds for dismissal. I also understand that, if accepted for employment, I shall be required to provide proof of identity and eligibility to work in the United States in addition to signing a loyalty oath as a condition to receiving any compensation from the City in connection with this application. I authorize all former employers, schools and references to release information that they may have about me to the City of Cottonwood or its agents. I further understand and agree that, if employed by the City of Cottonwood, I will have no expectation of privacy in desks, files, lockers, vehicles or any other property owned by the City of Cottonwood. I understand the following: all employees if required are fingerprinted during processing; certain positions require polygraph testing prior to employment; and, during investigations, any City employee may be subjected to a polygraph examination.

Linda A. Holson  
Signature

1-03-2013  
Date

**The City of Cottonwood is an Equal Opportunity Employer, and it is the equal opportunity employment policy of the city to make all recruitment, hiring, and placement decisions, as well as other employment decisions, on the basis of the qualifications of the individuals considered for the position to be filled, without regard to race, religion, color, age, sex, national origin, veteran's status, or non-disqualifying handicap.**

16-01-13 A08:42 IN



# Application for Employment

This Entire Application Requires That You Type or Print Clearly, in Ink Only

## City of Cottonwood

816 North Main Street, Cottonwood, Arizona 86326

928-340-2713

(Fax) 928-634-3727

E-mail: [awilber@cottonwoodaz.gov](mailto:awilber@cottonwoodaz.gov)

Revised August 1, 2008

Position Applied For: Administrative Hearing Officer Date: 01/14/2013

Name: Walker III Edward Robert  
 (Last) (First) (Middle)

Address (If P.O. Box is used, applicant MUST provide physical address):  
1720 East Elm Street Arizona 86326N/A  
 (Physical Address) (State) (Zip Code)  
N/A

Home Telephone: 928-451-6314 Message / Cell Telephone: 928-451-6314

Salary Requirement (\$ per): N/A Email Address: estimator92507@yahoo.com

**Your qualifications will be evaluated on the basis of the information provided in this application.**

**Although resumes are encouraged, they will NOT be considered absent a fully-completed application. DO NOT enter the words "See Resume" in lieu of information requested on the application form.**

**Read the following instructions carefully before filling out your application for employment.**

All requested information must be furnished. Fill in all spaces of the application accurately and completely. If an item does not apply to you, or if there is no information to be given, write in the letters "N/A" for not applicable.

All new hires for classified city positions are required to complete – **and pass** – a post offer, pre-employment **physical examination** and **drug screening** at the City's expense. All applicants will also be required to provide their fingerprints on a standard, Federal Bureau of Investigation (FBI) employment card. Your fingerprint card will be forwarded to the FBI for review.

**Criminal History Information revealed by the FBI that conflicts with the information provided on this application will be grounds for rejection and/or termination from employment.**

For certain positions an extensive background check, including a polygraph examination, may be required.

By signing below, I acknowledge that I have read – **and understand** – the above directives. I further understand and acknowledge that, unless otherwise defined by applicable law, any employment relationship with the City is of an "at will" nature, which means that, if hired, I may resign at any time, and the City may discharge me at any time for any reason not prohibited by law. It is further understood that the "at will" employment relationship which would be created if I am hired may not be changed by any oral or written communication, unless such change is specifically acknowledged, in writing, by the City.

  
 (Applicant Signature)

01/14/2013

(Date)

**CHECK THE APPROPRIATE BOX:**

**YOU WILL ACCEPT:**

- Permanent
- Full Time
- Part Time

Temporary

- Full Time
- Part Time
- On Call

**SHIFTS YOU WILL ACCEPT:**

- Days
- Evenings
- Nights
- Rotating

**YOU LEARNED OF POSITION BY:**

- News Paper

\_\_\_\_\_  
(Name of News Paper)

- City Web Site
- City Employee

\_\_\_\_\_  
(Name of Employee)

- Friend
- Other

A. Have you ever worked for the City of Cottonwood?  Yes  No  
If yes, note dates & positions: 2011- Citizen On Patrol Program (COP'S)

B. Are any of your relatives, either by blood or marriage employed by the City of Cottonwood?  Yes  No  
If yes, please identify: \_\_\_\_\_

C. Have you ever served in the U. S. Armed Forces?  Yes  No  
If yes, note branch: United States Air Force

D. Are you a member of a National Guard or Armed Forces Reserve Unit?  Yes  No  
If yes, identify: \_\_\_\_\_

E. Have you ever been discharged or requested or forced to resign from any position?  Yes  No

F. Do you have any reason to believe that you will be discharged or requested or forced to resign from your current position within the next 30 days? Yes  No

G. Have you ever had a legal suit or claim filed against you as an employer, or as a representative of an employer?  Yes  No

H. Have you ever been convicted of, or pled "no contest" to **any** crime, including any convictions that were later set aside or expunged? (NOTE: A criminal conviction does not constitute an automatic bar to employment; however, **Criminal History Information revealed by the FBI that conflicts with the information provided on this application will be grounds for rejection and/or termination from employment.** Each conviction will be evaluated as to the gravity of the offense, time passed since conviction, and nature of the job sought. **BOTTOM LINE: BE TRUTHFUL.**)  Yes  No

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If you have answered "Yes" to any of the questions numbered E through H, above, you **MUST** provide all relevant details on a separate sheet of paper(s). Sign and date the sheet(s) and attach same to this application.

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If the job for which you are applying involves operating City vehicles please provide your current drivers license number and state of issue.

Also, list all other states in which you hold, or have held, a driver's license.

Finally, please list all traffic related offenses for the past five (5) years.

NONE

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**EDUCATION:**

Did you receive a high school diploma or obtain a GED?  Yes  No

Name and address of school or program: San Diego High School, San Diego, CA

**Colleges/Universities Attended and Degree (if any)**

| COLLEGE / UNIVERSITY   | CITY and STATE  | FIELD of STUDY            | DEGREE ("Y" or "N") | TYPE of DEGREE |
|------------------------|-----------------|---------------------------|---------------------|----------------|
| San Diego City College | San Diego, CA   | Diesel Engineering        | N                   |                |
| San Diego City College | San Diego, CA   | Business Administration   | N                   |                |
| Southwestern College   | Chula Vista, CA | Administration of Justice | N                   |                |
| Miramamar College      | San Diego, CA   | San Diego Police Academy  | N                   |                |
|                        |                 |                           |                     |                |
|                        |                 |                           |                     |                |

**Trade, Technical, Business, Correspondence, or other Schools and Courses Studied**

| INSTITUTION               | CITY and STATE | FIELD of STUDY                    | DEGREE ("Y" or "N") | TYPE of DEGREE |
|---------------------------|----------------|-----------------------------------|---------------------|----------------|
| U.S. Govt. Police Academy | San Diego, CA  | Federal Administration of Justice | N                   |                |
| Federal Paralegal College | Riverside, CA  | Paralegal Studies                 | N                   |                |
| Construction Management   | Corona, CA     | Construction Cost Estimating      | N                   |                |
|                           |                |                                   |                     |                |
|                           |                |                                   |                     |                |

**Licenses, Trade or Professional Registration: Honors, Awards, Fellowships, Languages obtained:**

Arizona, Class "B" Drivers License

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Arizona School Bus Certification (DPS)

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**EMPLOYMENT HISTORY:**

Be accurate and complete. Provide the following information with respect to every position of employment, including self-employment that you have held for the past ten (10) years. Add additional pages if required.

Although resumes are encouraged, they will NOT be considered absent a fully-completed application.

**DO NOT enter the words "See Resume" in lieu of information requested on this application.**

**Present or Most Recent Job:**

Employer: Cottonwood Oak Creek School Dist.#6 Type of Business: School Transportation

Address: 1 N. Mingus, Cottonwood, AZ 86326

Department: Transportation Your Title: School Bus Driver Supervised (No.) N/A

Name/Title of Dept. Head/Business Owner: Debbie Weaton, Transportation Director

Dates of Employment: From: 08/2011 To: Present Total Months Worked: 17Mos.

Starting Salary: \$ 12.09 Per Hr. Final Salary: \$ \_\_\_\_\_ Per \_\_\_\_\_

May we contact your present employer prior to employment?  Yes, Give Phone # 634-9679  No

Describe each major function or duty performed:

I conduct a vehicle safety check on my school bus each morning as per DPS, pretrip check sheet.

I then pick up the elementary and middle school students from their school bus stops and transport the students safely to their respective school campuses. I then return the students to their home bus stops at the end of each school day.

I also transport students on sports trips thru-out the Yavapai School District.

Equipment Operated:  
An 84 passenger school bus.

Reason for Leaving: This is my present position.Retired

Employer: Retired Type of Business: N/A

Address: 1720 E. Elm St. Apt 311, Cottonwood, AZ 86326

Department: N/A Your Title: N/A Supervised (No.) \_\_\_\_\_

Name/Title of Dept. Head/Business Owner: N/A Phone: N/A

Dates of Employment: From: 09/2010 To: 08/2011 Total Months Worked: 11Mos.

Starting Salary: \$ N/A Per \_\_\_\_\_ Final Salary: \$ N/A Per \_\_\_\_\_

Describe each major function or duty performed:

Retired

Equipment Operated:  
N/A

Reason for Leaving: Returned to the workforce from retirement

Employer: Walmart Super Center #1299 Type of Business: Retail  
Address: 2003 E. Rodeo Dr., Cottonwood, AZ 86326  
Department: Remodel/Set-up Your Title: Remodel/Set-up Crew Supervised (No.) N/A  
Name/Title of Dept. Head/Business Owner: Jason Ferris/ Store Manager Phone: 634-0444  
Dates of Employment: From: 06/2010 To: 09/2010 Total Months Worked: 4 mos.  
Starting Salary: \$ 8.20 Per Hr Final Salary: \$ 8.20 Per Hr

Describe each major function or duty performed:  
Reset and install new store fixtures, shelving, counters, and end caps. Face and restock products to be sold, set up  
new pricing labels, using a hand held Telzon and printer pricing computer. Build end caps according to the blue prints  
and restock items.

Equipment Operated:  
pallet jack transporters, industrial trash compactors, bailing equipment, (Telzon), hand held pricing computer.

Reason for Leaving: This was a temporary position only. Retired

Employer: Retired Type of Business: N/A  
Address: 5096 Staleys Dairy Rd., Liberty North Carolina 27298  
Department: N/A Your Title: N/A Supervised (No.) N/A  
Name/Title of Dept. Head/Business Owner: N/A Phone: N/A  
Dates of Employment: From: 07/2008 To: 06/2010 Total Months Worked: 23 Mos.  
Starting Salary: \$ N/A Per \_\_\_\_\_ Final Salary: \$ N/A Per \_\_\_\_\_

Describe each major function or duty performed:  
N/A

**EMPLOYMENT HISTORY:**

Be accurate and complete. Provide the following information with respect to every position of employment, including self-employment that you have held for the past ten (10) years. Add additional pages if required.

Although resumes are encouraged, they will NOT be considered absent a fully-completed application.

**DO NOT** enter the words "**See Resume**" in lieu of information requested on this application.

**Present or Most Recent Job:**

Employer: Sears Automotive Center Type of Business: Automotive Repair and Parts Sales

Address: 5061 Arlington Ave., Riverside, CA. 92503

Department: Automotive Repair & Sales Your Title: Automotive Service Advisor Supervised (No.) N/A

Name/Title of Dept. Head/Business Owner: M. Zermeno/ Auto Center Manager

Dates of Employment: From: 04/2007 To: 06/2008 Total Months Worked: 14Mos.

Starting Salary: \$ 8.50 Per Hr. Final Salary: \$ 8.50 Per Hr.

May we contact your present employer prior to employment?  Yes, Give Phone # unknown  No

Describe each major function or duty performed:

Greet and ask customers what was wrong with their vehicle, inspect and recommend types of repairs for the customers vehicle. Write up estimates of repairs and the repair work order, Close out work order and establish billings, order parts for the repairs from automotive parts vendors. Advise the customer when the repairs are complete and establish the billing and warranty policies.

Equipment Operated:

Battery charger, floor jack, tire balancer, generator/alternator testing machine.

Reason for Leaving: Personal reasons

Employer: Carriage Motor Company Type of Business: Automotive Sales

Address: Temecula Motor Mall, Murrieta, CA

Department: New Car Sales Your Title: Automotive Sales Supervised (No.) N/A

Name/Title of Dept. Head/Business Owner: Perry Bryant, Auto Center Manager Phone: unknown

Dates of Employment: From: 04/2006 To: 06/2006 Total Months Worked: 2Mos.

Starting Salary: \$ Comm. Only Per \_\_\_\_\_ Final Salary: \$ \_\_\_\_\_ Per \_\_\_\_\_

Describe each major function or duty performed:

Assist the customer in buying their new or used vehicle. Work up a sales contract, perform new car get ready. Make cold call sales, obtain buyer information and sales training.

Equipment Operated:  
N/A

Reason for Leaving: Laid off due to low car sales.

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Employer: Sun City Civic Association Type of Business: Home Owners Association  
Address: 2679 Sun City Blvd., Sun City, CA. 92585  
Department: Code Compliance Your Title: Code Compliance Officer Supervised (No.) N/A  
Name/Title of Dept. Head/Business Owner: Chris / H.O.A. Manager Phone: unknown  
Dates of Employment: From: 02/2002 To: 12/2005 Total Months Worked: 34Mos.  
Starting Salary: \$ 10.50 Per Hr. Final Salary: \$ 13.38 Per Hr.

Describe each major function or duty performed:

Conduct investigations of homeowners within the Sun City Civic Assn. Contact homeowners of violations of the CC&R's write reports submit them for adjudication by the H.O.A. board or for civil court action. Work with the County of Riverside Code Enforcement Officers, when the violation is out of the H.O.A.'s jurisdiction, also with the local law enforcement. Take photographs of the violations, conduct interviews of the violator and other witnesses. Conduct final inspections, write reports of the actions needed to correct the violations and conduct final inspections.

Equipment Operated:

Cameras, computers, misc office equipment

Reason for Leaving: Laid off due to new HOA board wanting to cut expences.

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Employer: \_\_\_\_\_ Type of Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
Department: \_\_\_\_\_ Your Title: \_\_\_\_\_ Supervised (No.) \_\_\_\_\_  
Name/Title of Dept. Head/Business Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dates of Employment: From: \_\_\_\_\_ To: \_\_\_\_\_ Total Months Worked: \_\_\_\_\_  
Starting Salary: \$ \_\_\_\_\_ Per \_\_\_\_\_ Final Salary: \$ \_\_\_\_\_ Per \_\_\_\_\_

Describe each major function or duty performed:

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

Equipment Operated:

N/A

Reason for Leaving: N/A

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**READ CAREFULLY BEFORE SIGNING:**

In submitting this application, I understand that false statements or omissions will disqualify me for employment or constitute grounds for dismissal. I also understand that, if accepted for employment, I shall be required to provide proof of identity and eligibility to work in the United States in addition to signing a loyalty oath as a condition to receiving any compensation from the City in connection with this application. I authorize all former employers, schools and references to release information that they may have about me to the City of Cottonwood or its agents. I further understand and agree that, if employed by the City of Cottonwood, I will have no expectation of privacy in desks, files, lockers, vehicles or any other property owned by the City of Cottonwood. I understand the following: all employees if required are fingerprinted during processing; certain positions require polygraph testing prior to employment; and, during investigations, any City employee may be subjected to a polygraph examination.

  
Signature

01/14/2013

Date

**The City of Cottonwood is an Equal Opportunity Employer, and it is the equal opportunity employment policy of the city to make all recruitment, hiring, and placement decisions, as well as other employment decisions, on the basis of the qualifications of the individuals considered for the position to be filled, without regard to race, religion, color, age, sex, national origin, veteran's status, or non-disqualifying handicap.**

RESOLUTION NUMBER 2681

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING \_\_\_\_\_ AN ADMINISTRATIVE HEARING OFFICER FOR THE CITY.

WHEREAS, the Cottonwood City Council established the office of Administrative Hearing Officer with authority to hear, decide and resolve Municipal Code violations and to assess administrative penalties as an enforcement mechanism separate and apart from the procedures and penalties heretofore established to enforce Municipal Code provisions; and

WHEREAS, Section 2.96.020 of the Municipal Code provides for appointment of Hearing Officer(s) by the Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

Section 1: That, \_\_\_\_\_, is hereby appointed as an Administrative Hearing Officer for a two-year term beginning February 20, 2013, and ending February 20, 2015, and the City Council hereby establishes \_\_\_ following salary.

Status: Contract "at will".  
Salary: \$\_\_\_\_\_ per hour.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 19TH DAY OF FEBRUARY 2013.

\_\_\_\_\_  
Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Steve Horton, Esq.  
City Attorney

\_\_\_\_\_  
Marianne Jiménez, City Clerk



One additional seat was held by Commissioner Donald Speer who sadly passed away on February 3rd. The Council has the option to make the appointments at this time, or continue to seek applicants for an extended period.

**JUSTIFICATION/BENEFITS/ISSUES**

City Clerk to administer oath of office to appointees before the Planning and Zoning Commission meeting on February 25, 2013.

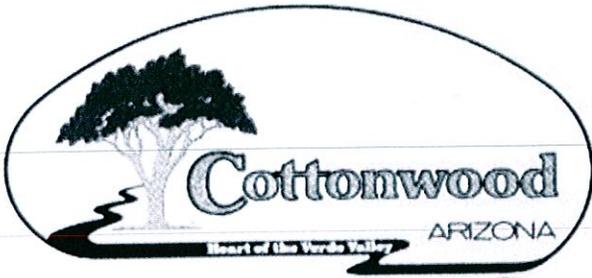
**COST/FUNDING SOURCE**

N/A

**ATTACHMENTS:**

| Name:                                                                                                                       | Description:           | Type:      |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------|------------|
|  <a href="#">P_Z_Applications_2013.pdf</a> | P&Z Applications       | Cover Memo |
|  <a href="#">res2682.doc</a>               | Resolution Number 2682 | Cover Memo |
|  <a href="#">res2683.doc</a>               | Resolution Number 2683 | Cover Memo |
|  <a href="#">res2684.doc</a>               | Resolution Number 2684 | Cover Memo |

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04-01-13 P03:56 IN

CITY OF COTTONWOOD  
816 NORTH MAIN STREET  
COTTONWOOD, AZ 86326  
Phone (928) 634-0060 x217  
Fax (928) 634-3727  
Revised January 11, 2010

APPLICATION FOR PLANNING & ZONING Commission  
(BOARD/COMMISSION/COMMITTEE)

NAME LOVETT DIANE C.  
(Last) (First) (Middle)

MAILING ADDRESS PO BOX 1341 Cottonwood AZ 86326  
(Route or Box) (City) (State) (Zip)

STREET ADDRESS 116 E. BEECH Cottonwood AZ 86326  
(Number & Street) (City) (State) (Zip)

HOME PHONE 928-634-2765 WORK/MESSAGE PHONE NA

EMAIL ADDRESS: LOVETT@COMMSPEED.NET

**PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.**

Professional Memberships, Registrations, Licenses, Etc.  
REAL ESTATE Broker 1980-2009

Education AA Degree YAVAPAI COLLEGE - ASSOCIATE OF ARTS  
May 1976

Work Experience Navajo Army Depot 1969-1974  
VETERANS Admin 1974-1976

Application for (Board/Commission/Committee)

Page 2

Please describe your qualifications for serving on Board/Commission/Committee: \_\_\_\_\_

CHAIRMAN, YAVAPAI COUNTY PLANNING AND ZONING - 1975 - 1985

List any community service organizations or projects you have been involved with (include a brief description of activities):

Verde Valley Fair - President  
Sedona-Verde Valley Board of Realtors - President  
Cottonwood Chamber of Commerce - President

Have you ever been convicted of, or pled "no contest" to any crime, including any convictions that were later set aside or expunged? \_\_\_\_\_ YES  \_\_\_\_\_ NO

Does the City of Cottonwood employ any relative of yours? \_\_\_\_\_ YES  \_\_\_\_\_ NO

Are you currently a resident of Cottonwood? If so, how long have you been a resident of the City?

YES - 7 YEARS

Signature Diane Chouett

Date 1-3-13

**NOTE:** All applicants are strongly encouraged to attend the Council meeting at which their application will be considered. It is important for Council members to be able to assess applicants' qualifications and backgrounds during the selection process, and be able to ask questions for clarification.

Generally, the Council will conduct a brief interview process during the Council meeting.

Council meetings are held the first and third Tuesday of every month. Council agendas can be found under the City Council tab on the City website: [www.cottonwoodaz.gov](http://www.cottonwoodaz.gov).



09-12-1530515  
CITY OF COTTONWOOD  
816 NORTH MAIN STREET  
COTTONWOOD, AZ 86326  
Phone (928) 634-0060 x217  
Fax (928) 634-3727  
Revised June 18, 2007

APPLICATION FOR PLANNING & ZONING  
(BOARD/COMMISSION/COMMITTEE)

NAME WILDER JEAN ELLEN  
(Last) (First) (Middle)

MAILING ADDRESS P.O. BOX 2162 COTTONWOOD AZ 86326  
(Route or Box) (City) (State) (Zip)

STREET ADDRESS 190 SPUR DRIVE COTTONWOOD AZ 86326  
(Number & Street) (City) (State) (Zip)

HOME PHONE 760/505-3088 WORK/MESSAGE PHONE (SAME) 760/505-3088

EMAIL ADDRESS: jeanellewilder@hotmail.com

**PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.**

Professional Memberships, Registrations, Licenses, Etc. \_\_\_\_\_

Museum of Northern Arizona - Flagstaff

Phoenix Art Museum -

\_\_\_\_\_

\_\_\_\_\_

Education BFA, Art History } \_\_\_\_\_

BA, Interior Design } Northern Arizona University

\_\_\_\_\_

Work Experience Museum of Photographic Arts - Education Director (7 years)

Balboa Park, San Diego

Galeria Capistrano - Sales (Native American Art) (1 year)

(Please continue on reverse side)

Application for (Board/Commission/Committee)

Page 2

Work Experience continued:

Various clerical jobs while raising children and working my degrees.

Please describe your qualifications for serving on Board/Commission/Committee:

Flagstaff 1980's Planning & Zoning Commissioner, Coconino County  
Co-Founder: Citizens for a Beautiful Flagstaff  
Chair of City/County Sign Code Revision Committee  
Board Member - Coconino Center for the Arts

List any community service organizations or projects you have been involved with: (Include a brief description of activities.)

Neighborhood Public Art Selection Committee - San Diego  
Cottonwood: Dues-paying, non-voting member/Volunteer for Old Town Cottonwood Assoc  
Curriculum Committee Chair - OSHA Lifelong Learning  
Program Chair 2008-2009 Sedona Camera Club

Have you ever been convicted of, or pled "no contest" to any crime, including any convictions that were later set aside or expunged? YES NO

Does the City of Cottonwood employ any relative of yours? YES NO

How long have you been a resident of Cottonwood? 5 + years

Signature Jean Ellen Wilder Date 1-8-13



CITY OF COTTONWOOD  
816 NORTH MAIN STREET  
COTTONWOOD, AZ 86326  
Phone (928) 634-0060 x217  
Fax (928) 634-3727  
Revised January 11, 2010

APPLICATION FOR PLANNING & ZONING COMMISSION  
(BOARD/COMMISSION/COMMITTEE)

NAME Williams Robert T.  
(Last) (First) (Middle)

MAILING ADDRESS 110 N. Palo Verde St., Cottonwood, AZ 86326  
(Route or Box) (City) (State) (Zip)

STREET ADDRESS Same  
(Number & Street) (City) (State) (Zip)

HOME PHONE (928) 634-5898 WORK/MESSAGE PHONE N/A

EMAIL ADDRESS: bobnbarbo@gmail.com

**PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.**

Professional Memberships, Registrations, Licenses, Etc. Property Tax Agent License

Education B.S. Business Administration University of ARIZONA

Work Experience 16 years Property Tax Approver State of Arizona  
14 years Mortgage Loans Officer  
6 years real estate escrow and title insurance officer  
6 years part time property tax consultant  
4 years real estate development consultant  
3 years real estate appraisal

(Please continue on reverse side)

**Application for (Board/Commission/Committee)**

Page 2

Please describe your qualifications for serving on Board/Commission/Committee: \_\_\_\_\_

Member Cottonwood P+2 for 3 years.

Member Prescott P+2 for 2 years.

List any community service organizations or projects you have been involved with (include a brief description of activities):

Rotary and Kiwanis Clubs - Member ; Yavapai County Fair

Assoc. - President and Board Member ; Verde Valley Special Olympics -

Volunteer and Area Director ; Smoki People of Prescott - Treasurer and

Council Member.

Have you ever been convicted of, or pled "no contest" to any crime, including any convictions that were later set aside or expunged? \_\_\_\_\_ YES  NO

Does the City of Cottonwood employ any relative of yours? \_\_\_\_\_ YES  NO

Are you currently a resident of Cottonwood? If so, how long have you been a resident of the City?

Yes - 7 years

Signature

Robert T. Williams

Date

1-3-2013

**NOTE:** All applicants are strongly encouraged to attend the Council meeting at which their application will be considered. It is important for Council members to be able to assess applicants' qualifications and backgrounds during the selection process, and be able to ask questions for clarification.

Generally, the Council will conduct a brief interview process during the Council meeting.

Council meetings are held the first and third Tuesday of every month. Council agendas can be found under the City Council tab on the City website: [www.cottonwoodaz.gov](http://www.cottonwoodaz.gov).

RESOLUTION NUMBER 2682

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPOINTING \_\_\_\_\_ A MEMBER OF THE PLANNING AND ZONING COMMISSION AND ESTABLISHING \_\_\_\_\_ TERM OF OFFICE.

WHEREAS, the term of Diane Lovett as a member of the Planning and Zoning Commission expired December 31, 2012 and;

WHEREAS, it therefore is necessary to appoint a new member to said Planning and Zoning Commission to maintain the requisite number of seven members.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA:

THAT, \_\_\_\_\_, a resident of the City of Cottonwood is hereby appointed a member of the Planning and Zoning Commission of the City of Cottonwood to complete a three-year term expiring December 31, 2015.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 19TH DAY OF FEBRUARY 2013.

\_\_\_\_\_  
Diane Joens, Mayor

ATTEST:

\_\_\_\_\_  
Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven B. Horton, Esq., City Attorney

RESOLUTION NUMBER 2683

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPOINTING \_\_\_\_\_ A MEMBER OF THE PLANNING AND ZONING COMMISSION AND ESTABLISHING \_\_\_\_ TERM OF OFFICE.

WHEREAS, the term of Jean Ellen Wilder as a member of the Planning and Zoning Commission expired December 31, 2012 and;

WHEREAS, it therefore is necessary to appoint a new member to said Planning and Zoning Commission to maintain the requisite number of seven members.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA:

THAT, \_\_\_\_\_, a resident of the City of Cottonwood is hereby appointed a member of the Planning and Zoning Commission of the City of Cottonwood to complete a three-year term expiring December 31, 2015.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 19TH DAY OF FEBRUARY 2013.

\_\_\_\_\_  
Diane Joens, Mayor

ATTEST:

\_\_\_\_\_  
Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven B. Horton, Esq., City Attorney

RESOLUTION NUMBER 2684

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING \_\_\_\_\_ A MEMBER OF THE PLANNING AND ZONING COMMISSION AND ESTABLISHING \_\_\_\_\_ TERM OF OFFICE.

WHEREAS, the term of Robert Williams as a member of the Planning and Zoning Commission expired December 31, 2012; and

WHEREAS, it therefore is necessary to appoint a new member to the Planning and Zoning Commission to maintain the requisite number of seven members.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA:

THAT, \_\_\_\_\_, a resident of the City of Cottonwood is hereby appointed a member of the Planning and Zoning Commission of the City of Cottonwood to fill a three-year term expiring December 31, 2015.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA, THIS 19TH DAY OF FEBRUARY 2013.

\_\_\_\_\_  
Diane Joens, Mayor

ATTEST:

\_\_\_\_\_  
Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven B. Horton, Esq., City Attorney

**City of Cottonwood, Arizona  
City Council Agenda Communication**



 Print

|                 |                                  |
|-----------------|----------------------------------|
| Meeting Date:   | February 19, 2013                |
| <b>Subject:</b> | Water Connection Fee             |
| Department:     | Development Services             |
| From:           | Dan Lueder, Development Services |

**REQUESTED ACTION**

Consider elimination of the existing water connection fee.

**SUGGESTED MOTION**

If the Council desires to approve this item the suggested motion is:

**I move to eliminate the \$1,500 water connection fee currently charged to new water connections.**

**BACKGROUND**

As a requirement of the 2006 purchase of the Cottonwood Water Works (CWW), the city was required to pay a \$1,500 “growth premium” to the former owners of CWW for each revenue producing water connection. The Council at that time established a \$1,500 water connection fee to fund payment of the growth premium which was effective for seven years following the city’s purchase of CWW. The growth premium is no longer in effect therefore staff is recommending that council consider its elimination as its primary purpose was to cover the pass through cost of the growth premium.

**JUSTIFICATION/BENEFITS/ISSUES**

Considering these difficult economic times staff feels removing, what has basically been a pass through charge for water connections, may help spur the building of new projects in Cottonwood and the associated effect on job creation and the local economy.

**COST/FUNDING SOURCE**

N/A

**ATTACHMENTS:**

Name:

Description:

Type:

No Attachments Available

---

**City of Cottonwood, Arizona  
City Council Agenda Communication**



 Print

Meeting Date: February 19, 2013  
**Subject:** Airport Beacon and Windsock Replacement  
Department: Development Services  
From: Morgan Scott, Development Services Manager

**REQUESTED ACTION**

Consider approval of a change order with Jackson Kinsi Constructors for installation of a windsock pole at the Cottonwood Airport.

**SUGGESTED MOTION**

If the Council desires to approve this item the suggested motion is:

**I move to approve the change order number 1 with Jackson Kinsi Constructors for the amount of \$4,794.71 for installation of a new windsock pole.**

**BACKGROUND**

At the Cottonwood City Council meeting on January 15, 2013 the Council approved a contract with Jackson Kinsi Constructors for the replacement of the beacon and windsock at the Cottonwood Airport. The new windsock to be installed was to have a 36" diameter. However, the new larger windsock would not fit on the existing wind sock pole which currently holds an 18" diameter sock. Also, Staff had some concerns that the foundation, which was designed for an 18" sock, would not be adequate for the 36" sock. Staff worked with the Jackson Kinsi on a change order to install a new pole and foundation along with the new windsock. The change order for the new pole and foundation came in at \$4,794.71. A breakdown of the project costs is as follows:

|                                                                             |              |
|-----------------------------------------------------------------------------|--------------|
| Original CONTRACT PRICE                                                     | \$ 19,602.53 |
| The <b>Contract Price</b> due to this <b>Change Order</b> will be           |              |
| (Increased) (Decreased) by:                                                 | \$ 4,794.71  |
| The new <b>Contract Price</b> , including this <b>Change Order</b> will be: | \$ 24,397.24 |
| Original Grant Amount, <b>State</b> Share:                                  | \$18,859.00  |
| Original Grant Amount, <b>City</b> Share (10% Match):                       | \$2,096.00   |
| Project Budget Amount:                                                      | \$20,995.00  |

This change order will bump the project costs to \$3,402.24 over budget. City staff has been able to save money in other airport funds to cover the extra costs of the new windsock pole.

**JUSTIFICATION/BENEFITS/ISSUES**

The Contractor has provided the lowest bid and is prepared to meet all contract requirements. The Jackson Kinsi Bid including the proposed change order is less than the second lowest bid recieved during the bid process.

**COST/FUNDING SOURCE**

ADOT Grant funded  
General Fund/Airport

**ATTACHMENTS:**

| Name:                                                        | Description:                   | Type:      |
|--------------------------------------------------------------|--------------------------------|------------|
| <a href="#">Change Order # 1. 2-4-13.doc</a>                 | change order                   | Cover Memo |
| <a href="#">Solicitation Tabulation Form.pdf</a>             | Bid Results                    | Cover Memo |
| <a href="#">Jackson Kinsi Constructors.pdf</a>               | Jackson Kinsi Constructors Bid | Cover Memo |
| <a href="#">ADOT, Agreement, Airport Beacon, 1-25-11.pdf</a> | ADOT Grant Agreement           | Cover Memo |

---



**CITY OF COTTONWOOD**  
**CHANGE ORDER**

**PROJECT: Airport Beacon and Winsock Replacement**

**City of Cottonwood Project No. 2013-PW-10**

**CONTRACT DATE 1/6/13**

**CHANGE ORDER NO. 1**

TO: Jackson Kinsi Constructors  
818 S Main Street  
Cottonwood, AZ 86326

Modify the Contract per the following Change Proposal Requests, which are attached to this Change Order:

|                                                                                                           |              |
|-----------------------------------------------------------------------------------------------------------|--------------|
| Original CONTRACT PRICE                                                                                   | \$ 19,602.53 |
| Current <b>Contract Price</b> adjusted by previous <b>Change Orders</b>                                   | \$ 19,602.53 |
| The <b>Contract Price</b> due to this <b>Change Order</b> will be<br>( <u>Increased</u> ) (Decreased) by: | \$ 4,794.71  |
| The new <b>Contract Price</b> , including this <b>Change Order</b> will be:                               | \$ 24,397.24 |

The **Contract Time** to Final Completion will be (**increased**) (decreased) by 90 calendar days.

The date for Final Completion of all Work will be August 7, 2013.

Accepted for Contractor by: \_\_\_\_\_ Date \_\_\_\_\_

Approved for Owner by: \_\_\_\_\_ Date \_\_\_\_\_



**REVISED EXHIBIT B  
BID SECTION**

(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: JACKSON KINSI CONSTRUCTORS

Contact Name: Bill Jackson

Principal Address: 818 S. MAIN

COTTONWOOD AZ 86326

Phone: 928-649-3051 Fax: 928-649-3059

E-Mail: JKCORP@CABLEONE.NET

Local Address: SANIZ

Type of Organization: CORP.

Tax ID #: 13 041360 R License #: ROC 170688

2. Exceptions to IFB (§4.5.4 Exceptions to IFB): NONE

3. Disclosure of Debarment Information (§4.5.5 Disclosure): N-A

4. Project Bid: \_\_\_\_\_ dollars (\$ 19,602.93)

5. Trade-In Bid: \_\_\_\_\_ dollars (\$ 5,200.00)

6. References (must be provided)

Provide names, addresses and telephone numbers of government agencies/businesses to which you have provided similar goods or services.

A. Entity: CITY OF COTTONWOOD

Address: \_\_\_\_\_

Contact: RICHARD FAUST

Phone: 928-639-3200

Goods or services supplied and when provided: MULTIPLE PROJECTS @ RIVER FRONT PARK

B. Entity: CITY OF COTTONWOOD

Address: \_\_\_\_\_

Contact: RICK CONTRERAS



Phone: 928-634-2741

Goods or services supplied and when provided: ELECTRICAL REPAIRS @ OLD FIRE STATION ON MINORUS

C. Entity: BEAVER CREEK RESERVE

Address: RIMROCK AZ

Contact: REG OWENS

Phone: 928-821-0880

Goods or services supplied and when provided: INSTALL AND SET UP OF PACKAGED SEWER TREATMENT PLANT

7. Receipt of Addenda:  
Bidder acknowledges receipt of the following Solicitation Addendum(s):

| <u>Addendum No.</u> | <u>Date</u>     |
|---------------------|-----------------|
| <u>1</u>            | <u>12-17-12</u> |
| <u>2</u>            | <u>12-21-12</u> |

8. Other Information Requested: N-A

9. Intent to be Bound by Bid: WE Jackson

(Signature of Individual Authorized to Sign Bid)

W E JACKSON JR.

(Printed Name of Individual Authorized to Sign Bid)

JKC

**EXHIBIT C**  
**CERTIFICATE OF INSURABILITY**

I hereby certify that as a Bidder to City of Cottonwood (City) for Solicitation No. 2013 - PM-10, I am fully aware of insurance requirements contained in the Contract and by the submission of this bid. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Contract and shall be subject to penalties up to and including termination of the Contract at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.

WE [Signature]  
Signature of Bidder

JACKSON KINSI CONSTRUCTORS  
Company

12-28-12  
Date

**EXHIBIT D**  
**CONTRACTOR IMMIGRATION WARRANTY**  
(To Be Completed by Contractor Prior to Execution of Contract)

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) requires as a condition of your Contract, verification of compliance by the Contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

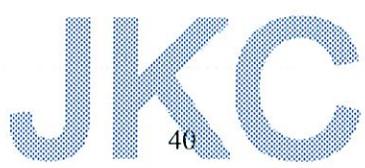
By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

|                                          |               |                  |
|------------------------------------------|---------------|------------------|
| <b>Contract Number:</b>                  |               |                  |
| <b>Name (as listed in the contract):</b> |               |                  |
| <b>Street Name and Number:</b>           |               |                  |
| <b>City:</b>                             | <b>State:</b> | <b>Zip Code:</b> |

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this Contract;
2. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. All subcontractors performing work under this Contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:  
  
Printed Name: W B Jackson Jr.  
Title: PRESIDENT  
Date (month/day/year): 12-28-12





ARIZONA STATUTORY BID BOND FOR CONSTRUCTION  
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES  
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS THAT: JACKSON KINSI CORP DBA: JACKSON KINSI CONSTRUCTORS (hereinafter "Principal") as Principal, and WESTERN NATIONAL MUTUAL INSURANCE COMPANY (hereinafter "Surety"), a corporation organized and existing under the laws of the State of MINNESOTA, with its principal offices in the City of EDINA, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the Town of Huachuca City (hereinafter "Obligee") in the sum of Ten Percent (10%) of the amount of the bid of the Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: NEW LANDFILL SCALE HOUSE BID NO. HC 0712

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications of Contract documents with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this 4 day OCTOBER, 2012.

JACKSON KINSI CORP DBA:  
JACKSON KINSI CONSTRUCTORS

By W.E. Jackson, Jr.  
W.E. JACKSON, JR., PRESIDENT

Title:

WESTERN NATIONAL MUTUAL INSURANCE COMPANY

By Kelly S. Cathcart  
(Attorney-in-Fact)  
KELLY S. CATHCART, ATTORNEY IN FACT



Kelly S. Cathcart  
KELLY S. CATHCART, Arizona Resident Agent Countersignature

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Kelly S. Cathcart ----- Kelly S. Cathcart PLLC

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of One Hundred Thousand and no/100----- (\$100,000 00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the present, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
  - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
  - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 2 day of October, 2012.



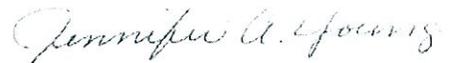
Joseph Pingatore, Secretary



Daniel E. Stein, Vice-President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 2 day of October, 2012, personally came before me, **Daniel E. Stein** and **Joseph Pingatore** to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public  
My commission expires January 31, 2016

**CERTIFICATE**

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 4 day of October, 2012



Jennifer A. Young, Assistant Secretary

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Name (as shown on your income tax return)<br><b>Jackson Kinsi Corp.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                         |
| Business name/disregarded entity name, if different from above<br><b>DBA: Jackson Kinsi Constructors</b>                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                         |
| Check appropriate box for federal tax classification:<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee<br><br><input type="checkbox"/> Other (see instructions) ▶ _____ |                                         |
| Address (number, street, and apt. or suite no.)<br><b>818 S. Main Street</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Requester's name and address (optional) |
| City, state, and ZIP code<br><b>Cottonwood, Az 86326</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                         |
| List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                         |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number |  |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|--|
|                        |  |  |  |  |  |  |  |  |  |

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| 8                              | 6 | - | 0 | 9 | 8 | 3 | 5 | 1 | 4 |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

|                  |                                                  |                        |
|------------------|--------------------------------------------------|------------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ <i>Copril Jackson</i> | Date ▶ <i>1/1/2012</i> |
|------------------|--------------------------------------------------|------------------------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**EXHIBIT F  
NON-COLLUSION AFFIDAVIT**

STATE OF: ARIZ )  
 ) ss  
CITY OF: YAVAPAI )

JACKSON KINGSI CONSTRUCTORS W/E JACKSON JR.  
(Name of Company, Representative)

being first duly sworn, deposes and says:

That she/he is PRESIDENT of JACKSON KINGSI CONSTRUCTORS  
(Title) (Name of Company)  
and

That pursuant to Section 112 (C) of Title 23 USC or other applicable laws, he/she certifies as follows:

That neither he/she nor anyone associated with the said

CITY OF COTTONWOOD  
(Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding for the bid for the:

**Removal and Replacement of Rotating Beacon and Windsock**

This bid is genuine and not made in the interest of or on behalf of any undisclosed firm or corporations and is not submitted to conform to any agreement or rules of any group, association, organization or corporation. Bidder has not submitted a false bid or solicited whether directly or indirectly with any other Bidder to submit a false bid which would give one particular bid any advantage over others or the owner.

By: W/E Jackson  
(Signature of Individual/Representative)

STATE OF: ARIZ )  
 ) ss.  
COUNTY OF: YAVAPAI )

On this the 28 day of Dec, 2012, before me, the undersigned NOTARY PUBLIC, personally appeared W.E. JACKSON, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Diana S. Serafini  
NOTARY PUBLIC

My Commission Expires: 1-1-2015

SEAL



**JKC**  
42

**Arizona Department of Transportation  
Multimodal Planning Division  
Aeronautics Group**

**Airport Development Reimbursable Grant Agreement**

**Part I**

THIS AGREEMENT is entered into \_\_\_\_\_ between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the City of Cottonwood, a political subdivision of the State of Arizona, (the "Sponsor") for a grant of State funds for the purpose of aiding in financing a Project to: ***Remove and replace rotating beacon and wind cone including related electrical work*** (the "Project"), for the improvement of the Cottonwood Airport (the "Airport").

WITNESSETH

**Recitals:**

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on October 21, 2011, and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

**Sponsor's Responsibility**

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: November 7, 2011. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

**Grant Number E2S95**

City of Cottonwood  
Cottonwood Airport

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

**Obligations**

- 1) The minimum funding participation from the Sponsor shall be ten percent (10%) as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **eighteen thousand eight hundred and fifty-nine dollars (\$18,859)**.
- 3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or **December 30, 2015**, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State the grant or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Preliminary Work Provision**

Any preliminary work, for which costs for this Project were incurred after May 1, 2011 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

**Part II**

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
  - a) to do all things necessary, in order to undertake and carry out the Project;
  - b) to accept, receive and disburse grant funds from the State in aid of the Project.
  
- 2) The Sponsor now has on deposit, or is in a position to secure Two thousand & ninety-six \$<sup>00</sup>/100 —Dollars (\$ 2,096.00 ), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

\_\_\_\_\_  
(enter local funding type and location)

- 3) The Sponsor hereby designates Morgan Scott \_\_\_\_\_, Development Services Operations Manager  
Name Title  
to receive payments representing the State's share of project costs.

\_\_\_\_\_  
Signature of Sponsor's Representative

Development Services Operations Manager  
Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:  
  
Sponsor Vendor Id #: **866007877 12**  
Sponsor Vendor Address: **City of Cottonwood**  
**1490 W. Mingus Avenue**  
**Cottonwood, Arizona 86326**

**Exhibits**

The following Exhibits are incorporated herewith and form a part of this Agreement.

- Exhibit A - Sponsor Assurances
- Exhibit B - General Provisions
- Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona  
Department of Transportation  
Multimodal Planning Division

SPONSOR:

City of Cottonwood  
Cottonwood Airport

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

Title: Joseph S. Omer, Director

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

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

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

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

WITNESSED BY:

Signature: \_\_\_\_\_

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

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

WITNESSED BY:

Signature: \_\_\_\_\_

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

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

**EXHIBIT A**

**Sponsor Assurances**

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

**General**

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall

insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

### **Financial**

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

### **Record Keeping**

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

### **Airport Based Aircraft Reporting**

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

### **Airport Layout Plan**

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

**Immediate Vicinity Land Use Restriction**

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

**Airport Operation**

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
  - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
  - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
  - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
  - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor

itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
  - a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
  - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

### **Sponsor Transactions**

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

**Airport Revenues**

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

**Disposal of Land**

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
  - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
-

**EXHIBIT B**

**General Provisions**

**Employment of Consultants**

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

**Contracts**

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
  - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
  - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;
  - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
  - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
  - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
  - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
  - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.
  - d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

**Conflict of Interest**

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

**Reports**

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

**Changes**

**Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement.** Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

**Audit**

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

**Suspension**

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

**Failure to Perform**

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

**Termination for Convenience**

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Waiver by State**

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

**Compliance with Laws**

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

**Arbitration**

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

**Jurisdiction**

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

**Excess of Payments**

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with

the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

**State Inspectors**

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

**Indemnification**

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

**Required Provisions Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

**Property of the Sponsor and State**

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

**EXHIBIT C**

**Specific Provisions and Project Schedules**

**Provisions for Design/Construction**

**Financial Cost Categories**

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

**Design Review – Plans, Specifications and Estimates**

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

**FAA Notice of Proposed Construction**

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

**Bidding - Alternate Bidding Methods**

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

**Based on Bids**

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

**Contractor Allowance**

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

**Contingencies**

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

**Itemized Allowance**

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance -- industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

**Construction Inspection**

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

**Change Orders**

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

**Construction Contract Documents**

**Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant.** All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

**Design/Construction Project Schedules**

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

**Schedule One  
Design/Construction Project Description and Funding Allocation**

**Detailed Project Description:**

*Remove and replace rotating beacon and wind cone including related electrical work*

| <b>Project Cost Category</b>  | <b>Total Estimated Project Cost</b> | <b>Estimated Local Share</b> | <b>Estimated Federal Share</b> | <b>Estimated State Share*</b> |
|-------------------------------|-------------------------------------|------------------------------|--------------------------------|-------------------------------|
| Design/Engineering Services   | \$                                  | \$                           | \$                             | \$                            |
| Construction                  | \$ 20,995                           | \$ 2,096                     | \$                             | \$ 18,859                     |
| Construction Engineering      | \$                                  | \$                           | \$                             | \$                            |
| Sponsor Administration**      | \$                                  | \$                           | \$                             | \$                            |
| Sponsor Force Account Work*** | \$                                  | \$                           | \$                             | \$                            |
| Contingencies                 | \$                                  | \$                           | \$                             | \$                            |
| <b>Total Project Costs</b>    | \$ 20,995                           | \$ 2,096                     | \$                             | \$ 18,859                     |

\*Total of this column to be used in Schedule Two.

\*\* Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

\*\*\* All force account work is to be approved by the State prior to the grant agreement being signed.

**NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.**

**Schedule Two  
Design/Construction Project Reimbursement Schedule**

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project’s progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

**Instructions:**

- 1) For “Total State Funds” below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

**Total State Funds: \$18,859**

**Projected Reimbursement Requests / State Cash Flow**

| <i>Calendar Year</i> | Jan | Feb       | Mar | Apr | May | Jun |
|----------------------|-----|-----------|-----|-----|-----|-----|
| 2011                 | \$  | \$        | \$  | \$  | \$  | \$  |
| 2012                 | \$  | \$        | \$  | \$  | \$  | \$  |
| 2013                 | \$  | \$        | \$  | \$  | \$  | \$  |
| 2014                 | \$  | \$        | \$  | \$  | \$  | \$  |
| 2015                 | \$  | \$        | \$  | \$  | \$  | \$  |
| <i>Calendar Year</i> | Jul | Aug       | Sep | Oct | Nov | Dec |
| 2011                 | \$  | \$        | \$  | \$  | \$  | \$  |
| 2012                 | \$  | \$ 18,859 | \$  | \$  | \$  | \$  |
| 2013                 | \$  | \$        | \$  | \$  | \$  | \$  |
| 2014                 | \$  | \$        | \$  | \$  | \$  | \$  |
| 2015                 | \$  | \$        | \$  | \$  | \$  | \$  |

**Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.**

**Schedule Three  
Design/Construction Project Milestones**

**Milestone Duration Guidelines**

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

| <b><u>Design/Construction Milestone Schedule</u></b>                     |                               |                   |               |                        |               |
|--------------------------------------------------------------------------|-------------------------------|-------------------|---------------|------------------------|---------------|
| <b>Milestones</b>                                                        | <b>Duration<br/># of Days</b> | <b>Start Date</b> |               | <b>Completion Date</b> |               |
|                                                                          |                               | <b>Proposed</b>   | <b>Actual</b> | <b>Proposed</b>        | <b>Actual</b> |
| <b>Consultant Selection Phase</b>                                        |                               |                   |               |                        |               |
| Submit Scope for State Review/Approval*                                  |                               | NA                |               | NA                     |               |
| Submit Contract for State Review/Approval                                |                               | NA                |               | NA                     |               |
| Award Consultant Contract                                                |                               | NA                |               | NA                     |               |
| <b>Design &amp; Engineering Phase</b>                                    |                               |                   |               |                        |               |
| Sponsor Issue Notice to Proceed/Start Design                             |                               | NA                |               | NA                     |               |
| Conduct 30% Design Review/Approval                                       |                               | NA                |               | NA                     |               |
| Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval |                               | NA                |               | NA                     |               |
| <b>Bidding Phase</b>                                                     |                               |                   |               |                        |               |
| Bid Set Submitted (100%) for Review/Approval                             |                               | 2/27/12           |               | 3/19/12                |               |
| Issue Invitation for Bids                                                |                               | 3/23/12           |               | 4/27/12                |               |
| Submit Bid Tab for State Review/Approval                                 |                               | 5/2/12            |               | 5/23/12                |               |
| Award Construction Contract/Submit to the State                          |                               | 5/30/12           |               | 6/20/12                |               |
| <b>Construction Phase</b>                                                |                               |                   |               |                        |               |
| Pre-Construction Meeting                                                 |                               | 6/27/12           |               | 6/27/12                |               |
| Issue NTP – Begin Construction                                           |                               | 7/2/12            |               | 7/30/12                |               |
| Final Inspection                                                         |                               | 7/31/12           |               | 7/31/12                |               |
| Submit As-Builts & Final Documentation                                   |                               | 8/8/12            |               | 8/29/12                |               |
| Submit Final Reimbursement Request and Sponsor Closeout Letter           |                               | 9/5/12            |               | 9/26/12                |               |

\* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter .



**City of Cottonwood, Arizona  
City Council Agenda Communication**



 Print

|                 |                                          |
|-----------------|------------------------------------------|
| Meeting Date:   | February 19, 2013                        |
| <b>Subject:</b> | Zone Change for Quail Canyon Subdivision |
| Department:     | Development Services                     |
| From:           | George Gehlert, Community Development    |

**REQUESTED ACTION**

Review of zone change request for Quail Canyon subdivision

**SUGGESTED MOTION**

If the Council desires to approve this item the suggested motion is:

N/A (First reading).

**BACKGROUND**

The Quail Canyon Subdivision was annexed by the City of Cottonwood in 2011. The property includes 105 acres located south of the Quail Springs Ranch Rd./South Quail Canyon Rd intersection.

City zoning still needs to be placed on the property. The applicant has requested a rezoning from the Yavapai County designation of R1L-70 to the City zoning of Planned Area Development in order to enable adjustments to building envelopes encumbered by flood zones. The request would also relieve the typical PAD requirement for submittal of a Master Development Plan as part of the rezoning process. Only the site plan defining the new building envelopes would be adopted as part of this proposal. The attached site plan displays the ten (10) lots (highlighted in red) in which the building envelope is proposed to change. On January 28, 2013, the Planning and Zoning Commission recommended approval of the request subject to the stipulations detailed in the attached ordinance. The P&Z Commission summary is attached for your review.

**JUSTIFICATION/BENEFITS/ISSUES**

Fulfills Statutory requirements for placing City zoning on property following annexation. Also enables adjustments to building envelopes that would reduce impacts to natural wash corridors.

**COST/FUNDING SOURCE**

N/A. Subdivision is fully developed. Rezoning costs are offset by planning fees.

**ATTACHMENTS:**

| Name:                                                                                                                           | Description:         | Type:      |
|---------------------------------------------------------------------------------------------------------------------------------|----------------------|------------|
|  <a href="#">Z_12-006_Quail_Canyon_PAD.pdf</a> | P&Z Commission Memo  | Cover Memo |
|  <a href="#">ord594.doc</a>                    | Ordinance Number 594 | Cover Memo |

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## STAFF MEMO

**TO:** Planning and Zoning Commission

**FROM:** George Gehlert, Community Development

**FOR:** January 28, 2013

**SUBJECT:** Z 12-006 Quail Canyon PAD

Consideration of a zoning map change from the current Yavapai County Zoning designation of R1L-70 (Residential Single Family / Limited) to the City of Cottonwood zoning of PAD (Planned Area Development) following the recent annexation of the Quail Canyon Subdivision, Units I and II. The property includes 121 acres located south of the Quail Springs Ranch Rd. / South Quail Canyon Rd intersection. Applicant: Al Gradijan, Quail Canyon Partners.

The Quail Canyon subdivisions were originally platted by Yavapai County and zoned R1L-70, a site built single family residential zoning with a 70,000 square foot minimum lot size. Quail Canyon is a gated subdivision with full improvements, per Yavapai County standards.

The acreage is characterized by rolling terrain crossed by substantial FEMA wash corridors. As the subdivision was platted under the current R1L-70 zoning, there was no provision for any kind of special treatment of these drainage channels. As a result, several of the lots are partially encumbered by natural floodways.

The City of Cottonwood annexed the Quail Canyon properties in 2011 but has not yet established City zoning on the property. The owner has approached the City requesting variances for the affected ten (10) lots, most of which are gathered along the front portion of the subdivision within view of Quail Springs Ranch Road. The attached graphic identifies the affected lots in yellow. The red areas represent the proposed encroachments into what would otherwise be required setback areas. Most are located in the front yards and feature a reduction from 50 feet to 25 feet. By Statute, because these situations are self-imposed, the lots do not qualify for Variances. Therefore a site plan specific rezoning to PAD has been proposed as a means to adjust the allowable building area within the affected lots. There are no other components associated with this proposal.

**Surrounding Zoning and Land Uses:** Areas to the north, west and south east are part of an unincorporated large lot metes and bounds residential area, zoned R1L-70 and RCU-2A. Area to the north east is incorporated and owned by the State land Department, and zoned AR-70. Areas to the south, also zoned RCU-2A, are unincorporated and owned by the Prescott National Forest.

## Public Involvement and Notification

A community meeting was held on December 27<sup>th</sup>. A summary is attached for your review. The meeting was attended by the project representatives, City staff and five property owners, two of which own property within the subdivision. Few concerns were offered regarding the proposal. Staff has received no other comments.

Notice regarding the community meeting, P&Z and Council hearings was mailed to all property owners within the Quail Canyon subdivision, as well as those within 300 feet of the subdivision boundary. The property frontage was also posted with 4x8 foot "Zoning Notice" signs and a legal advertisement was published.

## ISSUES

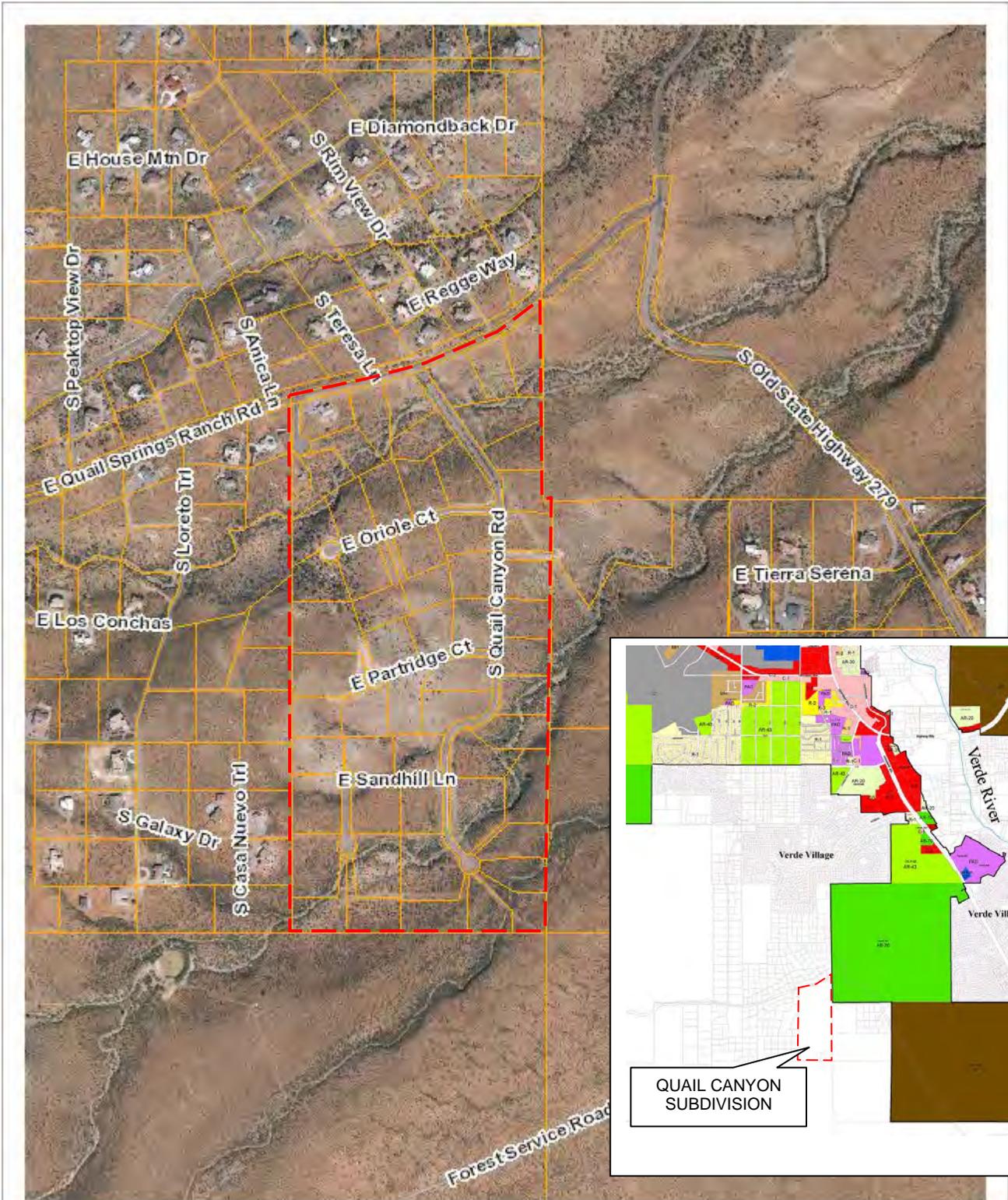
- **Exception to PAD Code:** Rezoning the property to Planned Area Development would provide an opportunity to establish custom building envelopes for the affected lots as part of an adopted site plan. The Commission would have to be willing approve an exception to the PAD Code (Section 424.D) which ordinarily requires the submittal of a Master Development Plan. Under Section 424.B.15., the Commission has the ability to relieve all or part of the code requirements (including special design standards, architectural requirements, landscaping/streetscape, open space, etc.), subject to a specific finding that those components are not necessary to promote the intent of the PAD Code in this instance. As the subdivision is already platted, the adjustment of the affected building envelopes would help to preserve the integrity of the wash corridors and associated slope areas.

## RECOMMENDATION

Staff finds no conflict with the City's General Plan. Provided the Commission is in agreement with the reasoning for the code exception, staff recommends approval of Z/PAD 12-006 subject to the following:

1. That an exception is approved (subject to Sec. 424.B.15) relieving the requirement to submit a Master Development Plan on the basis that the subdivision is already platted and fully developed and was accepted by the City as part of the annexation which occurred in 2011; and in the interest of protecting the integrity of the existing wash corridors.
2. That the residential sites be developed in conformance with the letter of intent, dated 12-28-12; and with the associated site plan (as may be further modified by the Commission, or City Council).
3. Anything else the Commission deems necessary.

# AERIAL PHOTO AND ZONING MAP



*Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.*

Map printed on: 1.23.2013

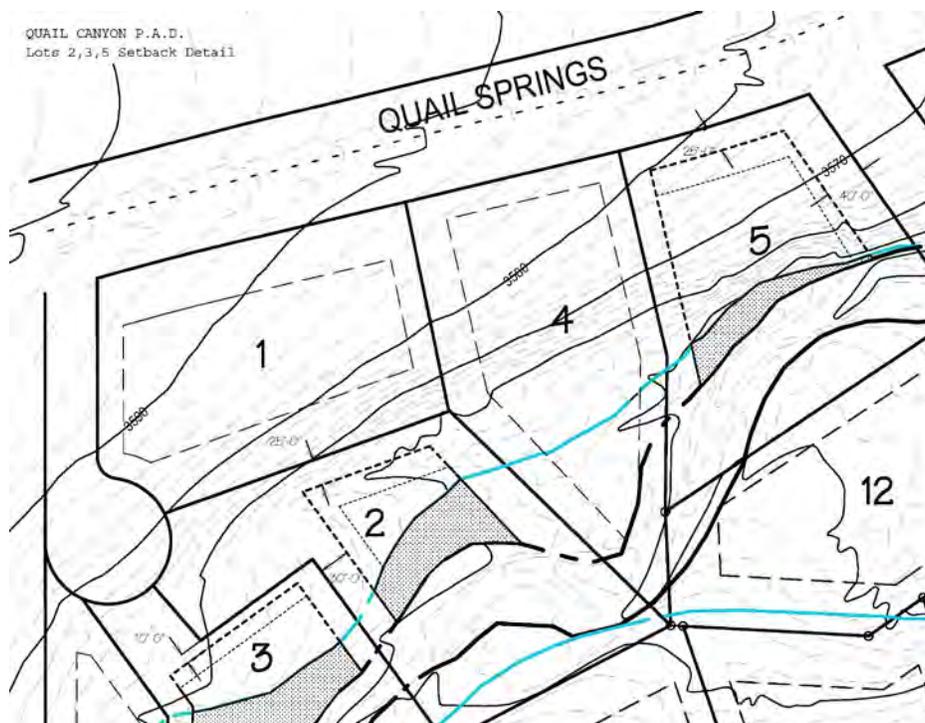


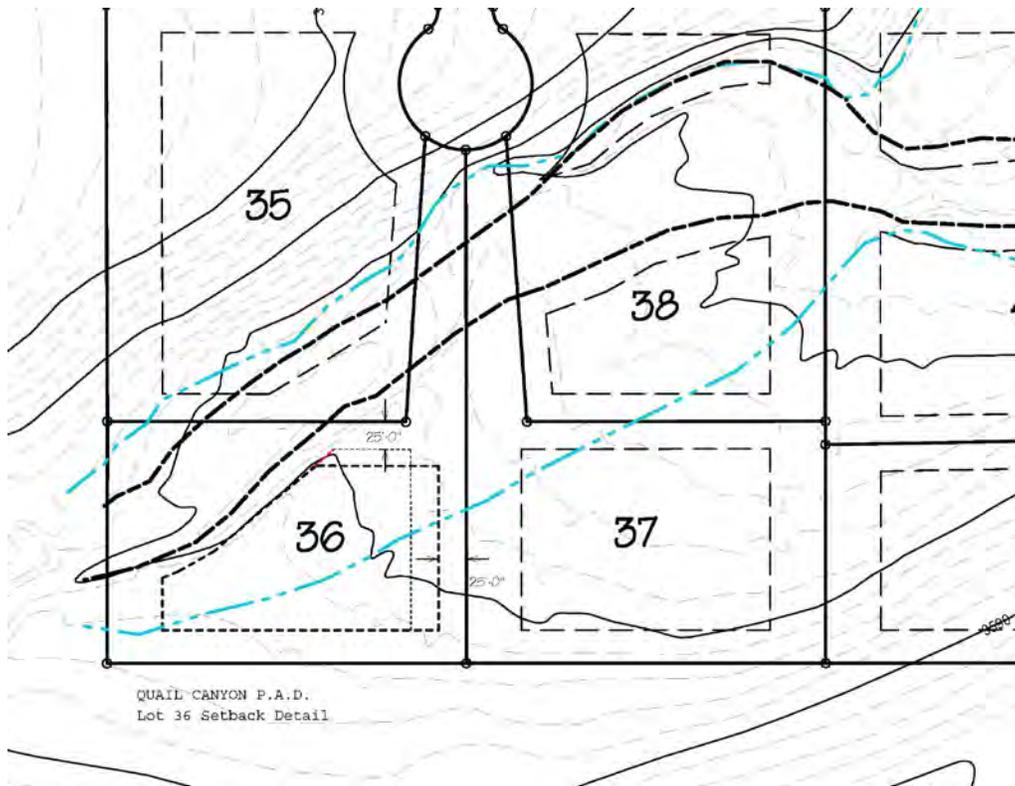
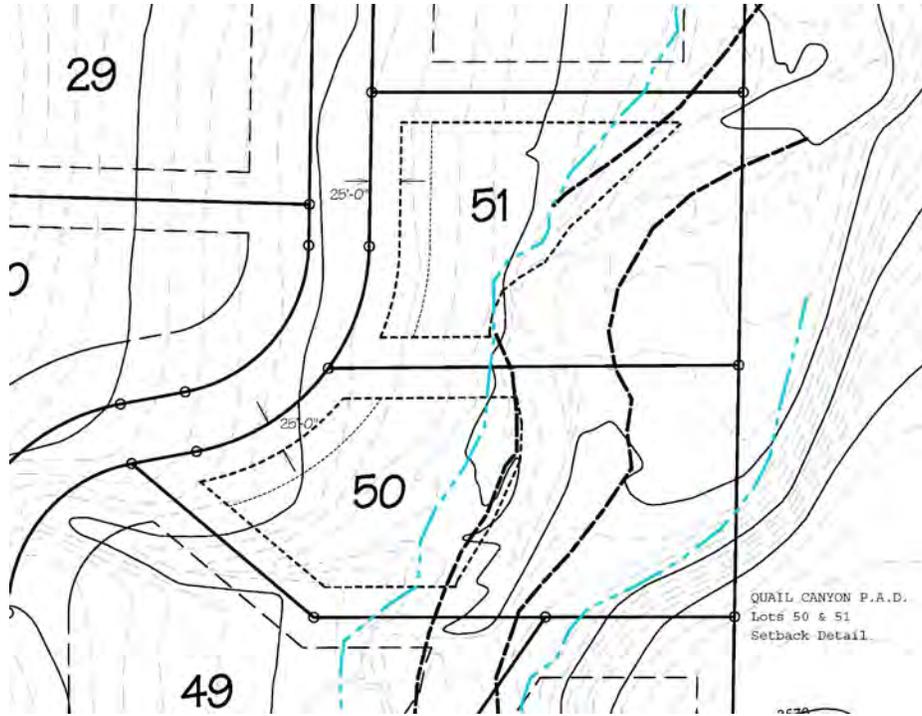
SITE PHOTOS





# ENLARGEMENTS OF AFFECTED LOTS







VIA EMAIL  
January 21, 2013

Mike Gardner  
Casa Verde Consulting  
[Casaverde1800@q.com](mailto:Casaverde1800@q.com)

**Re: CRB # 12-031 Quail Canyon PAD / Quail Springs Ranch Road**

Dear Mike,

Thank you for attending the January 15<sup>th</sup> Code Review Meeting.

The proposal as presented includes adjustments to building envelopes for 10 of the 59 lots located within the Quail Canyon subdivision, which are encumbered by stream channels. As discussed, this can only be accomplished with a zone change to PAD in tandem with the adoption of a final site plan which establishes the adjustments to the building setbacks.

As mentioned in my letter of 12/19/12, this request would require approval by the P&Z Commission and the City Council. I recommend you become acquainted with the Cottonwood Zoning Ordinance procedural codes for Zone Changes (Sec. 301); and Planned Area Development (Section 424). The zoning ordinance is on-line at <http://cottonwoodaz.gov/zoningord.php>

**DEPARTMENT COMMENTS REGARDING SUBMITTAL**

**Planning** – George Gehlert, [ggehlert@cottonwoodaz.gov](mailto:ggehlert@cottonwoodaz.gov) (928)634-5505 x3321

1. As part of this proposal, the Commission and Council must also waive Section 424.D which requires submittal of a Master Development Plan (as provided by Sec. 424.B.15). They have the option to require submittal of all or any portion of the Master Development Plan, as outlined by this portion of the code.

**Engineering / Utilities**– Troy Odell, [todell@cottonwoodaz.gov](mailto:todell@cottonwoodaz.gov). (928)634-0186 x3309

1. Engineering really has no problem with the proposed setback reduction which seems to allow for less intrusion upon the floodplains throughout the subdivision as long as those reductions do not take away or diminish any public or private utility or ingress/egress easements.

**Engineering / Street Maint.** – Morgan Scott, [msscott@cottonwoodaz.gov](mailto:msscott@cottonwoodaz.gov). (928) 340-2777

1. A disclosure statement should be recorded in association with neighboring parcels as advisories that the building envelopes have been adjusted.

**Fire Department**- Rick Contreras, [rcontreras@cottonwoodaz.gov](mailto:rcontreras@cottonwoodaz.gov) (928) 634-2741

1. All residences to be sprinklered.
2. Several hydrants still need to be turned on.

**Building Department**- Joe Steinke, [jsteinke@cottonwoodaz.gov](mailto:jsteinke@cottonwoodaz.gov) (928) 634-5505 x3320

1. Addressing needs to be reviewed. There seems to be some disparity between County system and City addresses for this subdivision.

Please call if you have any questions.

Sincerely,



George Gehlert  
Planner

C: Dan Lueder, Development Services General Manager  
Code Review Board  
Building / DR Files



## ORDINANCE NUMBER 594

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF COTTONWOOD, ARIZONA, FOR A PARCEL OF LAND TOTALING APPROXIMATELY 105 ACRES IN SIZE (QUAIL CANYON SUBDIVISIONS, UNITS I & II;) SO AS TO CHANGE CERTAIN DISTRICT BOUNDARIES AND CLASSIFICATIONS THEREOF FROM THE PRESENT ZONING OF R-1L-70 (RESIDENTIAL/SINGLE FAMILY) TO PAD (PLANNED AREA DEVELOPMENT).

WHEREAS, the Planning & Zoning Commission held a public hearing on January 28, 2013, concerning the rezoning of Quail Canyon Subdivisions, Units I & II, and has recommended approval of this request; and

WHEREAS, the requirements of A.R.S. § 9-462.04 have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

**Section 1:** That the following described parcels of land lying within the City of Cottonwood, Yavapai County, Arizona, shall be and are hereby reclassified from R-1L-70 (Residential/Single Family) to PAD (Planned Area Development), subject to the applicant's compliance with the conditions and stipulations set forth below under Section 2.

### **Legal Description**

A portion of Sections 15 and 22 of Township 15 North, Range 3 East of the Gila and Salt River Basin of the Meridian, Yavapai County, Arizona, more particularly described as Quail Canyon Subdivision, Units I and II.

**Section 2:** That pursuant to Section 424.B.15 of the Cottonwood Zoning Ordinance, an exception to the requirement for the submission of a Master Development Plan as set forth in Section 424.D of the Zoning Ordinance is hereby granted, in light of the fact that the subdivision was already platted and the required infrastructure installed when it was annexed into the City in 2011; and in the interest of protecting the integrity of the existing wash corridors.

**Section 3:** That the Planning and Zoning Commission and City Council have

determined the following items necessary as conditions of the zoning approval to protect the public health, safety and general welfare:

1. That the residential sites be developed in conformance with the letter of intent dated 12-28-12; and with the associated site plan.
2. That disclosure statements be recorded for all affected parcels and all adjoining parcels acknowledging the adjusted building envelopes.

**Section 4:** The zoning map shall be amended to reflect this zone change only upon compliance with all zoning conditions set forth herein.

**Section 5:** That at least three (3) copies of the zoning map of the City of Cottonwood, Arizona, as hereby amended be kept in the office of the City Clerk for public use and inspection.

**Section 6:** Severability: That if any section, subsection, sentence, clause, phrase or portion of this ordinance adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, THIS 5TH DAY OF MARCH 2013.

---

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

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Steve Horton, Esq.  
City Attorney

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Marianne Jiménez, City Clerk

# City of Cottonwood, Arizona City Council Agenda Communication



 Print

|                 |                                                                        |
|-----------------|------------------------------------------------------------------------|
| Meeting Date:   | February 19, 2013                                                      |
| <b>Subject:</b> | Special Event Liquor License Applications for the Chamber of Commerce. |
| Department:     | City Clerk                                                             |
| From:           | Marianne Jimenez, City Clerk                                           |

## **REQUESTED ACTION**

Consideration of recommendation of approval or denial of Special Event Liquor License applications submitted by Lana Tolleson, applicant for the Cottonwood Chamber of Commerce.

## **SUGGESTED MOTION**

**If the Council desires to approve this item the suggested motion is:**

"I move to recommend approval of the Special Event Liquor License Application submitted by Lana Tolleson, applicant for the Cottonwood Chamber of Commerce, for Chamber mixers scheduled for March 21, 2013, April 18, 2013, and May 16, 2013."

## **BACKGROUND**

Lana Tolleson has submitted three Special Event Liquor License Applications on behalf of the Cottonwood Chamber of Commerce for business mixers scheduled for the following dates and locations:

- March 21, 2013, 301 W. 89A (Edward Jones)
- April 18, 2013, 1750 E. Villa Dr., Suite A (Cork & Catch)
- May 16, 2013, 747 N. Main Street (Manheim Gallery)

## **JUSTIFICATION/BENEFITS/ISSUES**

All Special Event Liquor License applications that are submitted to the Arizona Department of Liquor Licenses & Control (ADLLC) for events located within the City of Cottonwood are presented to the Council for its recommendation of approval or denial of the application. The Council's recommendation is taken into consideration by the ADLLC prior to their final approval of the application.

## **COST/FUNDING SOURCE**

N/A

**ATTACHMENTS:**

| Name:                                                                                                                                 | Description:                        | Type:      |
|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------|
|  <a href="#">2-19-13 Chamber LL Applications.pdf</a> | Chamber Liquor License Applications | Cover Memo |

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# 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)**

|               |
|---------------|
| DLLC USE ONLY |
| LICENSE #     |

1. Name of Organization: Cottonwood Chamber of Commerce
2. Non-Profit/I.R.S. Tax Exempt Number: 86-0209700
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
- Business Networking - Chamber of Commerce Business Mixer

5. Location of the event: 301 W State Route 89A                      Cottonwood                      YAVAPAI                      86326

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: Tolleson                      Lana                      B                      10/30/1960

Last                      First                      Middle                      Date of Birth

7. Applicant's Mailing Address: 1010 S. Main Street                      Cottonwood                      AZ                      86326

Street                      City                      State                      Zip

8. Phone Numbers: ( 928 ) 634-4207                      ( 928 ) 634-7593                      ( 928 ) 451-5600

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)

|         | Date                  | Day of Week     | Hours from A.M./P.M. | To A.M./P.M.   |
|---------|-----------------------|-----------------|----------------------|----------------|
| Day 1:  | <u>March 21, 2013</u> | <u>Thursday</u> | <u>6:00 PM</u>       | <u>8:00 PM</u> |
| Day 2:  | _____                 | _____           | _____                | _____          |
| Day 3:  | _____                 | _____           | _____                | _____          |
| Day 4:  | _____                 | _____           | _____                | _____          |
| Day 5:  | _____                 | _____           | _____                | _____          |
| Day 6:  | _____                 | _____           | _____                | _____          |
| Day 7:  | _____                 | _____           | _____                | _____          |
| Day 8:  | _____                 | _____           | _____                | _____          |
| Day 9:  | _____                 | _____           | _____                | _____          |
| Day 10: | _____                 | _____           | _____                | _____          |

\*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 2 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 Cottonwood Chamber of Commerce 100%  
Percentage

Address 1010 S. Main Street, Cottonwood, AZ 86326

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)

0 # Police  Fencing  
4 # Security personnel  Barriers

Staff personal trained and aware of state liquor laws and will enforce. Security at front door and serving area. Event is being held at a place of business.

TIPS Concessions Trained: ID# 2689196 and ID# 2689200

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

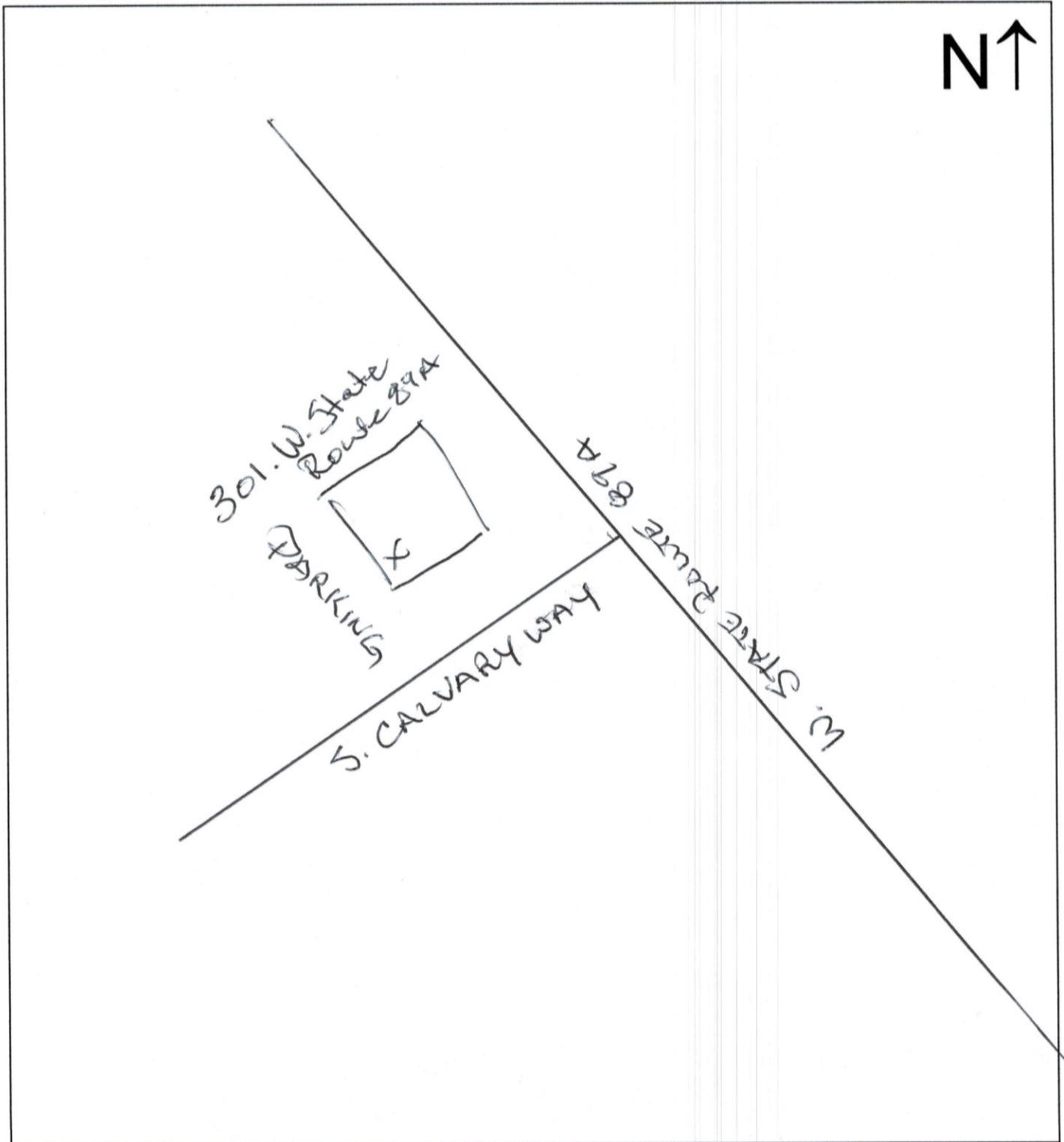
**(ATTACH COPY OF AGREEMENT)**

\_\_\_\_\_  
Name of Business ( ) \_\_\_\_\_  
Phone Number

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

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

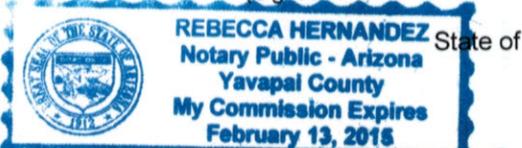
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



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

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

X Lana Tolleson President/CEO May 3, 2012 (928) 634-7593  
 (Signature) (Title/Position) (Date) (Phone #)



State of Yavapai County of Arizona  
 The foregoing instrument was acknowledged before me this 8th February 2013  
 Day Month Year

My Commission expires on: 2-13-2015 Rebecca Hernandez  
 (Date) (Signature of NOTARY PUBLIC)

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

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

X Lana Tolleson State of Arizona County of Yavapai  
 (Signature) The foregoing instrument was acknowledged before me this



8th February 2013  
 Day Month Year  
Rebecca Hernandez  
 (Signature of NOTARY PUBLIC)

My commission expires on: 2-13-2015  
 (Date)

**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)

# 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)**

|               |
|---------------|
| DLLC USE ONLY |
| LICENSE #     |

1. Name of Organization: Cottonwood Chamber of Commerce

2. Non-Profit/I.R.S. Tax Exempt Number: 86-0209700

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

Business Networking - Chamber of Commerce Business Mixer

5. Location of the event: 1750 E. Villa Dr. Ste. A    Cottonwood    YAVAPAI    86326

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: Tolleson    Lana    B    10/30/1960

Last    First    Middle    Date of Birth

7. Applicant's Mailing Address: 1010 S. Main Street    Cottonwood    AZ    86326

Street    City    State    Zip

8. Phone Numbers: ( 928 ) 649-2675    ( 928 ) 634-7593    ( 928 ) 451-5600

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)

|         | Date                  | Day of Week     | Hours from A.M./P.M. | To A.M./P.M.   |
|---------|-----------------------|-----------------|----------------------|----------------|
| Day 1:  | <u>April 18, 2013</u> | <u>Thursday</u> | <u>6:00 PM</u>       | <u>8:00 PM</u> |
| Day 2:  | _____                 | _____           | _____                | _____          |
| Day 3:  | _____                 | _____           | _____                | _____          |
| Day 4:  | _____                 | _____           | _____                | _____          |
| Day 5:  | _____                 | _____           | _____                | _____          |
| Day 6:  | _____                 | _____           | _____                | _____          |
| Day 7:  | _____                 | _____           | _____                | _____          |
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| Day 9:  | _____                 | _____           | _____                | _____          |
| Day 10: | _____                 | _____           | _____                | _____          |

\*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 3 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 Cottonwood Chamber of Commerce 100%  
Percentage

Address 1010 S. Main Street, Cottonwood, AZ 86326

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)

0 # Police  Fencing  
4 # Security personnel  Barriers

Staff personal trained and aware of state liquor laws and will enforce. Security at front door and serving area. Event is being held at a place of business.

TIPS Concessions Trained: ID# 2689196 and ID# 2689200

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

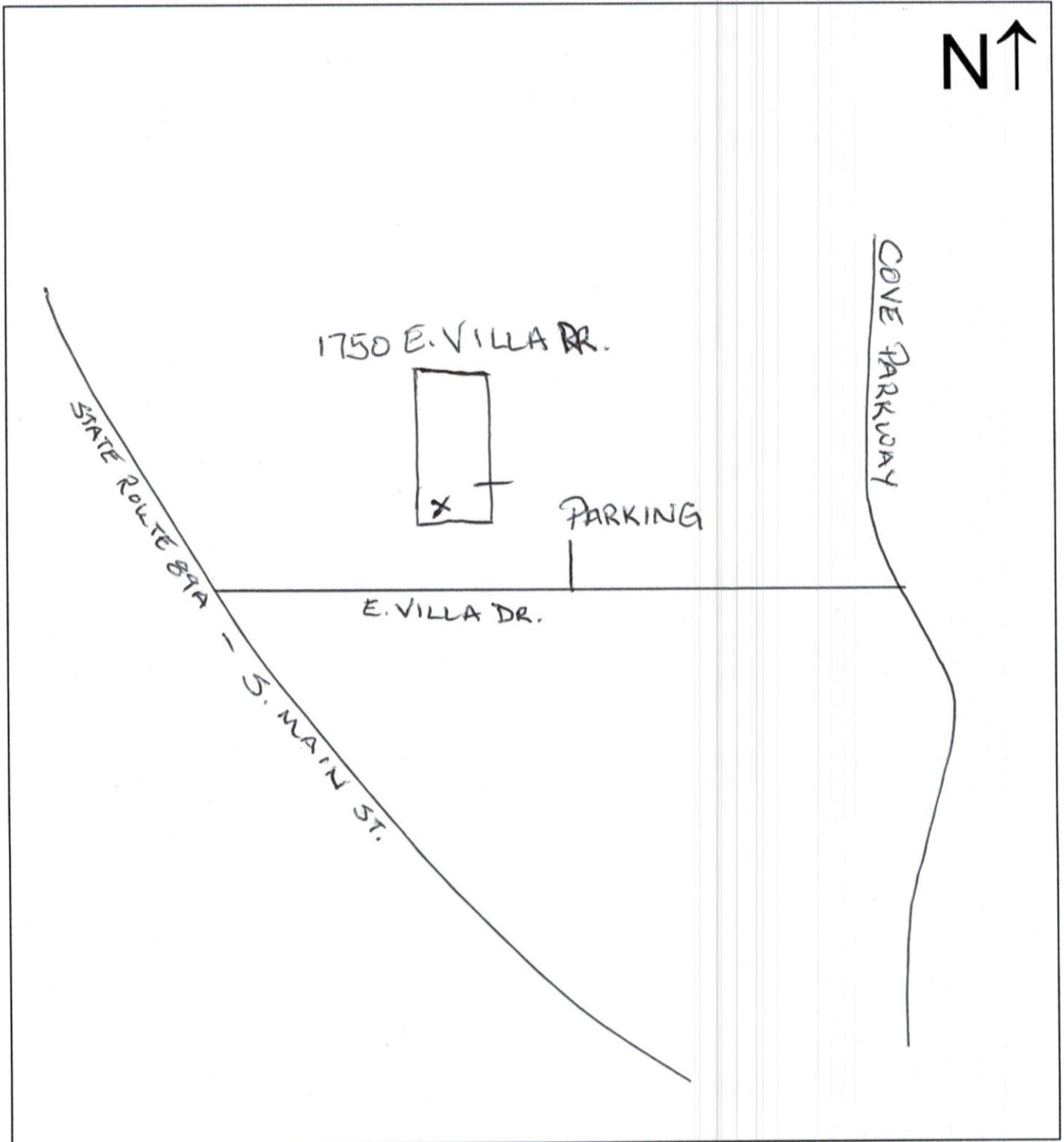
**(ATTACH COPY OF AGREEMENT)**

\_\_\_\_\_  
Name of Business ( ) \_\_\_\_\_  
Phone Number

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

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

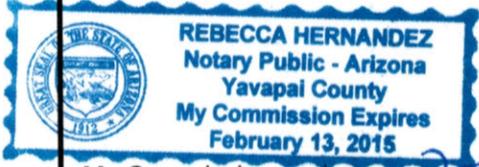
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NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



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(Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Yavapai

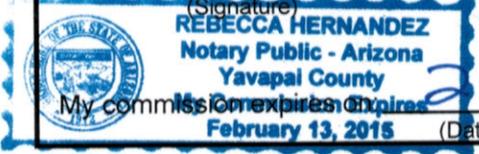
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Day Month Year

My Commission expires on 2-13-2015 (Date) Rebecca Hernandez (Signature of NOTARY PUBLIC)

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(Signature) The foregoing instrument was acknowledged before me this



8th February 2013  
Day Month Year

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**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, \_\_\_\_\_ (Government Official) \_\_\_\_\_ (Title) hereby recommend this special event application 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)



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 <sup>4</sup>\_\_\_\_\_ 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 Cottonwood Chamber of Commerce 100%  
Percentage

Address 1010 S. Main Street, Cottonwood, AZ 86326

Name \_\_\_\_\_ Percentage

Address \_\_\_\_\_  
(Attach additional sheet if necessary)

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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)

<sup>0</sup> \_\_\_\_\_ # Police  Fencing  
<sup>4</sup> \_\_\_\_\_ # Security personnel  Barriers

Staff personal trained and aware of state liquor laws and will enforce. Security at front door and serving area. Event is being held at a place of business.  
TIPS Concessions Trained: ID# 2689196 and ID# 2689200

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If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use?  YES  NO

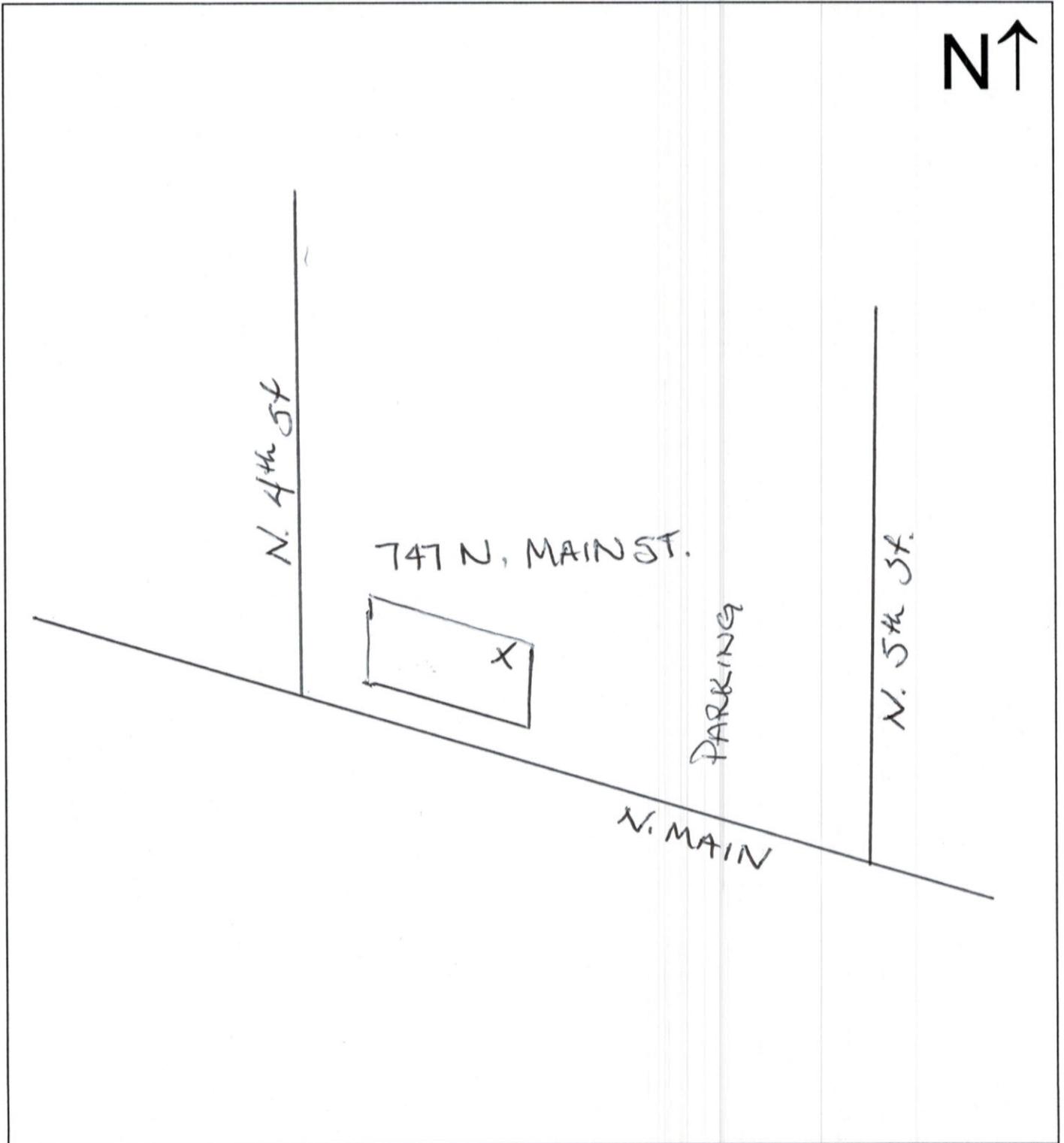
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\_\_\_\_\_  
Name of Business ( ) \_\_\_\_\_  
Phone Number

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

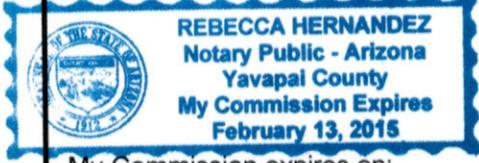
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



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

X Lana Tolleson President/CEO May 3, 2012 (928 ) 634-7593  
(Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Yavapai

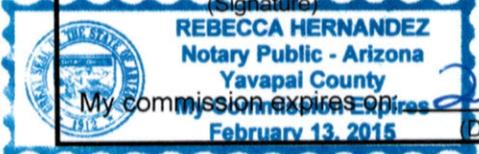
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Day Month Year

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

X Lana Tolleson State of Arizona County of Yavapai  
(Signature) The foregoing instrument was acknowledged before me this



8th February 2013  
Day Month Year

My Commission expires on: 2-13-2015 (Date) Rebecca Hernandez (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, \_\_\_\_\_ (Government Official) \_\_\_\_\_ (Title) hereby recommend this special event application 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)

## City of Cottonwood, Arizona City Council Agenda Communication



 Print

|                 |                                                                                                 |
|-----------------|-------------------------------------------------------------------------------------------------|
| Meeting Date:   | February 19, 2013                                                                               |
| <b>Subject:</b> | SUPPORTING ARIZONA HOUSE BILL 2338 AND THE CREATION OF REGIONAL WATER AUGMENTATION AUTHORITIES. |
| Department:     | City Clerk                                                                                      |
| From:           | Tom Whitmer, Water Resources Administrator                                                      |

### **REQUESTED ACTION**

Approval of Resolution Number 2685, supporting Arizona House Bill 2338 and the Creation of regional water augmentation authorities.

### **SUGGESTED MOTION**

If the Council desires to approve this item the suggested motion is:

I move to approve Resolution Number 2685.

### **BACKGROUND**

The Water Resources Development Commission in 2010 identified more than 30 water supply projects statewide that are needed over the next five to 50 years at an estimated cost of more than \$3 billion. Included in that report of findings was a recommendation that legislation should be passed that would allow cities, towns, water providers, tribes, etc. to join together to form regional water augmentation authorities. The Commission also recommended that the Water Supply Development Revolving Fund be funded, to assist cities, towns, and the regional water augmentation authorities with funding the construction of water supply infrastructure. Resolution 2685 is in support of House Bill 2338, which allows local communities and other public and private entities to voluntarily establish regional water augmentation authorities. Regional water augmentation authorities offer an opportunity for water providers to pool their resources to take advantage of economies of scale, pursue water supply augmentation alternatives regionally, and reduce the potential impact of future water costs. The bill also stipulates a \$30 million appropriation to the water supply development revolving trust fund, which is an integral part of this legislation and will serve to “seed” this source of loans and avoid the need for new taxes.

### **JUSTIFICATION/BENEFITS/ISSUES**

Benefits: Cottonwood could partner with one or more cities, towns, tribes and others to pursue the development and implementation of a regional water supply augmentation project, which could potentially minimize the overall cost of developing a new source of water independently

of others. The debt service for any regional water supply project would also be the liability of the Authority and would not impact Cottonwood’s own bonding capabilities. Passage of this bill would also establish a revenue source for the Water Supply Development Revolving Fund, which would be another source of low-interest long-term revenues the City could take advantage of for development of water infrastructure.

Issues: There are no issues of concern. Regional water augmentation authorities have no regulatory authority, no taxing authority and are strictly voluntary.

**COST/FUNDING SOURCE**

N/A

**ATTACHMENTS:**

| Name:                         | Description:           | Type:      |
|-------------------------------|------------------------|------------|
| 📄 <a href="#">res2685.doc</a> | Resolution Number 2685 | Cover Memo |

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RESOLUTION NUMBER 2685

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, SUPPORTING ARIZONA HOUSE BILL 2338 AND THE CREATION OF REGIONAL WATER AUGMENTATION AUTHORITIES.

WHEREAS, the Legislature created the Water Resources Development Commission (WRDC) in 2010 to examine Arizona's future water needs and to develop recommendations to fill those needs; and

WHEREAS, the 17 Commission members of the WRDC represented all major water-using sectors, including agriculture, municipal water providers, counties, water agencies, and industries; and

WHEREAS, the WRDC determined that Arizona communities and other water users will need an additional 1.5 million acre-feet of water in the next 50 years; and

WHEREAS, the WRDC also determined that Arizona communities and other water users will need substantial financial investments to acquire and deliver those water supplies; and

WHEREAS, the WRDC recommended that the Arizona Legislature enact certain measures contained within the language of HB 2338 to address the water supply needs and financial needs of Arizona Communities in order to ensure a sound economic future; and

WHEREAS, one of the recommended measures was the creation of Regional Water Augmentation Authorities (RWAA), voluntary organizations to assist local communities in developing future water supplies and water supply infrastructure to meet growing water needs; and

WHEREAS, these regional authorities would provide a needed mechanism to allow local water users to pool their common resources to develop necessary water supply projects.

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

Section 1. That the City Council of the City of Cottonwood hereby supports the passage of HB 2338 in its entirety and encourages the legislature to pass this bill and forward it to the Governor for her signature and implementation.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA, THIS 19TH DAY OF FEBRUARY 2013.

RESOLUTION NUMBER 2685

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Diane Joens, Mayor

ATTEST:

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Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

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Steven B. Horton, Esq., City Attorney

**CLAIMS REPORT OF FEBRUARY 19, 2013**

| <b>FUND TOTAL</b>                                    | <b>VENDOR NAME</b>               | <b>DESCRIPTION</b>                                         | <b>TOTAL \$0.00</b> |
|------------------------------------------------------|----------------------------------|------------------------------------------------------------|---------------------|
| <b>CLAIMS EXCEPTIONS REPORT OF FEBRUARY 19, 2013</b> |                                  |                                                            |                     |
| <b>FUND</b>                                          | <b>VENDOR NAME</b>               | <b>DESCRIPTION</b>                                         | <b>TOTAL</b>        |
| All                                                  | City of Cottonwood               | Payroll 02/15/2013                                         | \$464,612.90        |
| All                                                  | APS                              | Utilities                                                  | \$60,780.31         |
| Utilities                                            | AZ Dept of Environmental Quality | PO 19242 Annual Fee                                        | \$5,039.05          |
| Gen                                                  | AZ State Treasurer               | December Fines                                             | \$13,395.61         |
| Gen                                                  | AZ State Treasurer               | January Fines                                              | \$21,474.73         |
| Utilities                                            | Envirogen Technologies, Inc      | PO 19153 Arsenic Maintenance                               | \$34,760.95         |
| Capital                                              | IXP Corporation                  | PO 19196 Emergency Communications Center                   | \$5,570.00          |
| Hurf                                                 | Pender Engineering               | PO 18573 12th Street                                       | \$7,500.00          |
| Gen                                                  | Reese & Sons Tires               | Vehicle Maintenance                                        | \$7,363.91          |
| Gen                                                  | The Van Wyck Law Firm            | Prosecuting Atty Fees January                              | \$7,000.00          |
| Hurf                                                 | Tiffany Construction             | PO 19226, PO 19215 Cactus Street                           | \$87,567.20         |
| All                                                  | UNS Gas                          | Utilities                                                  | \$9,696.26          |
| Capital                                              | Woodruff Construction            | PO 19232 Demo of Council Chambers                          | \$39,706.48         |
| Utilities                                            | A-Arid State House Movers, Inc   | PO 19223 Move wells                                        | \$20,000.00         |
| Utilities                                            | Cummins Rocky Mountain LLC       | PO 19211 Generator                                         | \$80,977.50         |
| Utilities                                            | Ferguson                         | PO 19214 Supplies                                          | \$17,656.97         |
| Gen                                                  | NAIPTA                           | Unemployment Insurance for two former employees of Transit | \$6,000.00          |
| Gen                                                  | The Shop at Cornville            | PO 19222 Three Mower Decks                                 | \$35,103.13         |
| Utilities                                            | Tiffany Construction, Inc        | PO 19230 Centrifuge Loading Pad                            | \$26,473.57         |
| All                                                  | United Fuel                      | Fuel                                                       | \$13,744.41         |
|                                                      |                                  |                                                            |                     |
|                                                      |                                  |                                                            |                     |
|                                                      |                                  |                                                            |                     |
| <b>TOTAL</b>                                         |                                  |                                                            | <b>\$964,422.98</b> |