

A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD JANUARY 18, 2011, AT 6:00 P.M., AT THE CITY COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE—LED BY CIVIL AIR PATROL CADETS FOLLOWING WHICH THE CADETS WILL EXPLAIN WHAT IT MEANS TO THEM AND THEIR COMMUNITY TO BE A CADET.
- IV. PRESENTATION OF A DONATION CHECK BY THE AIRFEST COMMITTEE TO THE CIVIL AIR PATROL CADETS FOR THEIR ASSISTANCE WITH THE COTTONWOOD AIRFEST EVENT.
- V. 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.
- 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. REPORT BY THE COTTONWOOD YOUTH ADVISORY COMMISSION OF ITS ACTIVITIES. (pages 3-10)

Comments regarding items listed on the agenda are limited to a 5 minute time period per speaker.

- VIII. UNFINISHED BUSINESS—NONE.
- 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. SPECIAL EVENT LIQUOR LICENSE APPLICATION FOR THE VERDE VALLEY FAIR ASSOCIATION FOR AN EVENT SCHEDULED FOR MARCH 5, 2011. (pages 11-17)

A G E N D A
January 18, 2011/page 2

- X. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
1. RESOLUTION NUMBER 2570—APPOINTING A MEMBER TO THE SELF INSURANCE TRUST BOARD. (pages 18-21)
 2. RESOLUTION NUMBER 2571—APPROVING A MASTER INTERGOVERNMENTAL AGREEMENT WITH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE. (pages 22-46)
 3. ORDINANCE NUMBER 569—AMENDING THE CITY OF COTTONWOOD ZONING ORDINANCE BY DELETING SECTION 404. H. “BUILDING HEIGHT REQUIREMENTS” AND REPLACING IT WITH A NEW SECTION 404. H. “HEIGHT REGULATIONS” PERTAINING TO HEIGHTS OF NON-HABITABLE STRUCTURES; DELETING SECTION 404. H. 3. “RESIDENTIAL ACCESSORY BUILDINGS” AND ADDING A NEW SUB SECTION (7) TO SECTION 404. G. 6. c. “DETACHED ACCESSORY BUILDINGS IN RESIDENTIAL ZONES”; AND AMENDING SECTION 304. “DESIGN REVIEW” TO ALLOW MINOR HEIGHT EXCEPTIONS FOR VARIOUS NON-HABITABLE STRUCTURES SUBJECT TO DESIGN REVIEW PROCEDURES AND CRITERIA; FIRST READING. (pages 47-59)
- XI. CLAIMS & ADJUSTMENTS (page 60)
- XII. ADJOURNMENT

Pursuant to A.R.S. § 38-431.02(B) the Council may vote to go into executive session on any agenda item pursuant to A.R.S. § 38-431.03(A)(3) and (4) (7) for discussion and consultation for legal advice or negotiations for the purchase, sale or lease of real property with the City Attorney.

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.

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: January 18, 2011

Subject: Cottonwood Youth Advisory Commission Presentation 2010-2011 Fall Report

Department: Cottonwood Parks and Recreation Department

From: Jason Little, Recreation Manager and Hezekiah Allen, Special Events/ Aquatic Supervisor

REQUESTED ACTION

The Cottonwood Youth Advisory Commission is presenting their Fall Report for the 2010-2011 term year. Fall Report will consist of projects, programs and community service initiatives, and member list.

BACKGROUND

The Cottonwood Youth Advisory Commission is a sub-committee of the Cottonwood City Council. The objective of the commission is to deal with issues that directly affect teens in the community. The commission is considered service and action oriented and spends a majority of their time getting involved with service projects and community agencies. Composed of 13 members who serve a one-year term with an option to renew at the conclusion of each calendar school year.

They represent youth that reside in Cottonwood and/or attend middle school, charter school, home school, or high school in Cottonwood, and C.Y.A.C. represent a variety of youth perspectives and interests.

JUSTIFICATION/BENEFIT/ISSUES

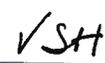
C.Y.A.C's mission "The Cottonwood Youth Advisory Commission provides a united voice for youth and is a driven motivated group reaching out to disadvantaged teens, always dreaming big." C.Y.A.C. advises council on youth issues and acts as a liaison for the youth in the community promoting, advocating and programming.

COST/FUNDING SOURCE

N/A

REVIEWED BY

City Manager: 

City Attorney: 

ATTACHMENTS

Program PSA's
Fall Programming Summery/Upcoming Programming



The Cottonwood Youth Advisory Commission Presentation

The Cottonwood Youth Advisory Commission is led by President Zach Romfo, Vice President Andrew Hickey and Senior Member Chloe Kramer. The Commission members are: Britney Lawler Secretary, Payton Cooke, Alexis Knowles, Spencer Midkiff, Rachel Olsen, J.C. Lawler, Emma Schraner, Jordan Westover, Adam Sandoval, and Charles Novak. To show their commitment to C.Y.A.C. each member signed an Attendance Policy to have no absence.

2010-2011 Members

Zach Romfo	President
Andrew Hickey	Vice President
Britney Lawler	Secretary
Payton Cooke	
Chloe Kramer	
Alexis Knowles	
Spencer Midkiff	
Rachel Olsen	
J.C. Lawler	
Emma Schraner	
Jordan Westover	
Adam Sandoval	
Charles Novak	

The Cottonwood Youth Advisory Commission to date has accumulated 489 service hours.

2010-2011 Completed Programs/Volunteer

- Yavapai Food Bank (C.Y.A.C donates 900 pounds of Turkeys)
- Christmas with the Boys and Girls Club (C.Y.A.C and the Boys and Girls Club decorate the Cottonwood Recreation Center Tree)
- Verde Valley Sanctuary (C.Y.A.C provides Verde Valley Children with Christmas Gifts)
- Angel Tree in the Cottonwood Recreation Center provides 50 Children in the Verde Valley with Christmas
- C.Y.A.C. Wraps over 50 presents for the "Angel Tree" project
- Cottonwood Recreation Center Teen Night huge success with over 300 Teens in attendance
- C.Y.A.C. Facilitates the first Santa Visit at the Rec. Center
- Member of the Yavapai County Substance Abuse Coalition MATForce

Upcoming Programs/Volunteer for 2010-2011 Term Year

- Verde Valley Leadership Seminar Youth Organizations
- Free Cinema Day at local Movie Theatre
- AZ Leagues of Cities and Towns
- Governors Youth Council Leadership Day
- Stewards For Land Clean-up
- Paper Shredding Day`
- Light Heart Foundation volunteer
- SCHOOLS OUT “Teen Night”
- House of Ruth “Diaper Drive”
- March Against Meth

Cottonwood Youth Advisory Commission

C.Y.A.C. Holiday Season:

The Cottonwood Youth Advisory Commission is excited for the 2010-2011 year and has leaped off to an excellent start by working to bring joy to the Verde Valley during the Holidays. This year C.Y.A.C. will be led by President, Zachary Romfo. Zach has been a member of the Commission, and a driving force. Originally from Tacoma, Washington, Zach has been a proud resident of Cottonwood for the past eight years. Entering his third year in the youth commission he is thrilled to be serving the community in this position. The Vice President for the 2010-2011 year is Mingus Union High School junior Andrew Hickey. Andrew has been a member of the Mingus Union Football team for three years, soccer team for three years and tennis team for three years. Brittney Lawler a senior at Mingus Union High School and the 2009-2010 Secretary will return to that position for the 2010-2011 year. Her experience in this position will be vital to the Commission. Brittney has been a member of the Commission for four years.



The Cottonwood Youth Advisory Commission is a group of young adults which strives to provide a united voice for youth and be a driven motivated group reaching out to disadvantage teens, always dreaming big. The Commission is composed of home schooled students, Charter School students, Cottonwood Middle School students and Mingus Union High School students. Meetings are held once a month at the Cottonwood Recreation Center.

2010-2011 Completed Programs

- Yavapai Food Bank (C.Y.A.C donates 900 Pounds of Turkey)
- Christmas with the Boys and Girls Club (C.Y.A.C and the Boys and Girls Club decorate the Cottonwood Recreation Center Tree)
- Verde Valley Sanctuary (C.Y.A.C provides Verde Valley Children with Christmas Gifts)
- Angel Tree in the Cottonwood Recreation Center provides 50 Children in the Verde Valley with gifts
- Cottonwood Recreation Center Teen Night huge success with over 300 Teens in attendance



Upcoming Programs

- Verde Valley Leadership Seminar Youth Organizations
- Free Cinema Day at local Movie Theatre
- AZ Leagues of Cities and Towns
- Governors Youth Council Leadership Day
- Stewards For Land Clean-up
- C.Y.A.C. Teen Night
- Paper Shredding Day`



If you would like additional information about the commission please contact the Cottonwood Parks and Recreation Department at 928-639-3200.

Pictured from left to right: Jordon Westover, Chloe Kramer, Alexis Knowles, Rachel Olsen, Charles Novak, and Adam Sandoval

City of Cottonwood

Department of Parks and Recreation

News Release

Release by: Cottonwood Parks and Recreation Department

(928) 639-3200

Release Date: 11/29/10

“Introduction of New 2010-2011 C.Y.A.C. Officers”

On October 11th, the “Cottonwood Youth Advisory Commission” geared up for another exciting year. This year C.Y.A.C. will be led by President, Zachary Romfo. Zach has been a member of the Commission, and a driving force. Originally from Tacoma, Washington, Zach has been a proud resident of Cottonwood for the past eight years. Entering his third year in the youth commission, Zach decided to run for president. He is thrilled to be serving the community in this position. Before volunteering with the commission, Zach worked as a volunteer at the hospital. He currently works at the Cottonwood Recreation Center as a Game Room Attendant. When Zach graduates high school, Zachary plans on going to college to major in music theatre. The Vice President for the 2010-2011 year is Mingus Union High School junior Andrew Hickey. Andrew has been a member of the Mingus Union Football team for three years, soccer team for three years and tennis team for three years. Brittney Lawler a senior at Mingus Union High School and was the 2009-2010 Secretary, and will return to that position for the 2010-2011 year. Her experience in this position will be vital to the Commission. Brittney has been a member of the Commission for four years.

City of Cottonwood Department of Parks and Recreation

News Release

Release by: Cottonwood Parks and Recreation Department
(928) 639-3200

Release Date: 11/29/10

"Cottonwood Youth Advisory Commission donates

On November 23, the Cottonwood Youth Advisory Commission donated 900 pounds of turkey to the Central Arizona Food Bank. The Central Arizona Food Bank started in 1958 is a community based nonprofit all-volunteer organization dedicated to dispensing emergency food for the entire Verde Valley. They distribute approximately 90,000 pounds of food per month.

The Cottonwood Youth Advisory Commission is made up of 13 young adults dedicate to community services and programming for the young people in the community; "Always Dreaming Big".

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Pictured from left to right: Jordan Westover, Chloe Kramer, John Ask (Central AZ Food Bank), Alexis Knowles, Rachel Olsen, Charles Novak and Adam Sandoval

City of Cottonwood Department of Parks and Recreation

News Release

**Release by: Cottonwood Parks and Recreation Department
(928) 639-3200**

Release Date: 12/22/10

“C.Y.A.C. Spreads some Holiday Cheer”

The Cottonwood Youth Advisory Commission members have been busy little elves this Holiday season with over 100 hours of community service hours. C.Y.A.C. has worked very closely with Santa to provide a great deal of Holiday programs. The Angel Tree, a program which is very near and dear to Santa, has provided 50 local Verde Valley children with a thrilling Christmas. All 50 presents hand wrapped by C.Y.A.C., but Santa then handed C.Y.A.C. a special list of children from the Verde Valley Sanctuary. C.Y.A.C. came together again and continued the Holiday cheer and helped Santa. By making the special wishes of seven children come true. Because of establishing a good standing with Santa during the Angle Tree program, and the Verde Valley Sanctuary program Santa agreed to make a visit to the Recreation Center for any last minute request. C.Y.A.C. was proud to be able to make so many wishes come true this year.



From left to right: Front J.C. Lawler, Second Row: Britney Lawler, Zach Romfo, Chloe Kramer, Alexis Knowles, Stephanie Garcia, Robert Valentine, Third Row: Shaylor Dowling, Andrew Hickey, Adam Sandoval, Payton Cooke, Emma Schraner, and Rachel Olsen

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: January 18, 2010
Subject: **Special Event Liquor License Application for Verde Valley Fair Association.**
Department: City Clerk
From: Marianne Jiménez, City Clerk

REQUESTED ACTION

Council recommendation of approval or denial of a Special Event Liquor License Application submitted by Verde Valley Fair Association for an event scheduled for March 5, 2011.

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

"I move to recommend approval of the Special Event Liquor License Application for the Verde Valley Fair Association for an event scheduled for March 5, 2011."

BACKGROUND

Verde Valley Fair Association has requested approval of a Special Event Liquor License Application for an event scheduled for March 5, 2011, at the fairgrounds located at 800 East Cherry Street.

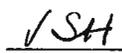
JUSTIFICATION/BENEFITS/ISSUES

All Special Event Liquor License applications that are submitted to the Arizona Department of Liquor Licenses & Control (ADLLC) for events held in 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 applications.

COST/FUNDING SOURCE

N/A

REVIEWED BY

City Manager:  City Attorney: 

ATTACHMENTS

- Application from the Verde Valley Fair Association.

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 ⁵_____ 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 Verde Valley Fair Association 100
Percentage

Address 800 East Cherry Street Cottonwood, Arizona 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)

_____ # Police Fencing
⁵_____ # Security personnel Barriers

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

(ATTACH COPY OF AGREEMENT)

Verde Valley Fair Association (928) 634-3290
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.

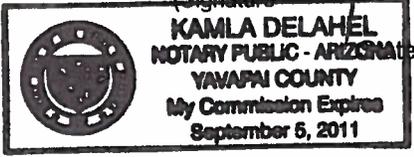
N↑

See Attached

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Steve Dockray 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 Steve Dockray (Signature) President (Title/Position) 12/18/10 (Date) (928) 634-4896 (Phone#)



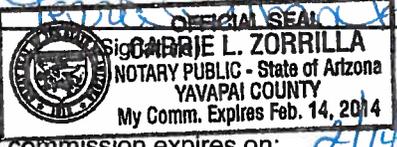
Arizona County of Yavapai
The foregoing instrument was acknowledged before me this 18th December 2010
Day Month Year
Kamla Delahel (Signature of NOTARY PUBLIC)

My Commission expires on: Sept 5, 2011 (Date)

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

19. I, Terra Shanks 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 Terra Shanks (Signature)



State of Arizona County of Yavapai
The foregoing instrument was acknowledged before me this 6th January 2011
Day Month Year
Carrie Zorrilla (Signature of NOTARY PUBLIC)

My commission expires on: 2/14/2014 (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, _____ (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



Meeting Date: January 18, 2011
Subject: **Resolution Number 2570---Appointing a Member to the Self-Insurance Trust Board (aka Employee Benefits Trust Board)**
Department: Human Resources
From: Iris Dobler, Human Resources Manager

REQUESTED ACTION

One seat needs to be filled on the Self-Insurance Trust Board. The current term of Joan Cerny expired September 15, 2010. Ms. Cerny has decided not to seek re-appointment to this Board, and after advertising the position only one application was received from Judy Hockelberg.

SUGGESTED MOTION

"I move to approve Resolution Number 2570 appointing Judy Hockelberg to the Self-Insurance Trust Board for a two-year term that expires January 18, 2013. "

BACKGROUND

Ms. Hockelberg has approximately seven years experience managing employee benefits and retirement programs for the City of Bullhead City. She is retired and currently volunteers at the Old Town Mission in Cottonwood.

JUSTIFICATION/BENEFITS/ISSUES

One seat remains open on this Board, and needs to be filled.

COST/FUNDING SOURCE—N/A

REVIEWED BY:

City Manager: 

City Attorney: 

ATTACHMENTS

Application from Judy Hockelberg.
Resolution Number 2570

RESOLUTION NUMBER 2570

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPOINTING _____ A MEMBER OF THE CITY'S SELF-INSURANCE TRUST BOARD.

WHEREAS, the City Council created a Self-Insurance Trust Board for the City of Cottonwood on May 7, 1985; and

WHEREAS, according to Chapter 2.72 Self-Insurance Trust Board, Section 2.72.020 Membership, of the City Code, the Self-Insurance Trust Board shall consist of five members, of whom no more than one may be a member of the governing body of the City; and

WHEREAS, the appointment of Joan Cerny as member of the Self-Insurance Trust Board expired on September 15, 2010.

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

THAT, _____ is hereby appointed a member of the City's Self-Insurance Trust Board for a two year term beginning January 18, 2011, and expiring January 18, 2013.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 18TH DAY OF JANUARY 2011.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk



01-04-11A11:45 RCWD

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 City Employees Benefit Committee
(BOARD/COMMISSION/COMMITTEE)

NAME Hockelberg Judy A
(Last) (First) (Middle)

MAILING ADDRESS 91 E Fox Circle Cottonwood, AZ 86326
(Route or Box) (City) (State) (Zip)

STREET ADDRESS Sumer Address: 39 Lake Shore Circle Cody, WY 82414
(Number & Street) (City) (State) (Zip)

HOME PHONE 928-634-3179 WORK/MESSAGE PHONE 307-272-8188

EMAIL ADDRESS: jhockelberg@hotmail.com

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Work Experience: From 1991 to May of 1997 I worked for the City of Bullhead City, starting as a Personnel Analyst and progressing up to Human Resources Manager. I managed benefits and retirement for city employees. I retired from there and have done quite a bit of traveling. Presently I work part time for H&R Block.

Education Graduation from high school and approximately two years of college.

Multiple horizontal lines for additional information.

(Please continue on reverse side)

Application for (Board/Commission/Committee)
Page 2

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

see above

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

Volunteer at Old Town Mission when here in Cottonwood.

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

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

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

No; have owned our Lot here in Verde Village Unit 8 since 1972; built our home in 1996-1997.

Signature /s/ Judy A. Hockelberg Date 1/3/2011

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.

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: January 18, 2011
Subject: Resolution Number 2571 – Approving and IGA with U.S. Communities
Department: Administrative Services
From: Jesus R. Rodriguez, CGFM – Administrative Services General Manager

REQUESTED ACTION

Staff is requesting approval of the attached Intergovernmental Agreement between the City of Cottonwood and U.S. Communities – Government Purchasing Alliance.

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

I move to approve Resolution Number 2571 which approves the City of Cottonwood entering into an Intergovernmental Agreement with U.S. Communities – Government Purchasing Alliance.

BACKGROUND

This organization is structured to assist in the coordination of joint bid and piggybacking opportunities to its membership for commonly purchased items and to provide a forum for sharing information, networking and the development and attainment of purchasing goals.

JUSTIFICATION/BENEFITS/ISSUES

Though there are no major issues, the City's Administrative Services is always looking for alternatives to streamline the procurement process. This request does not violate any of the City's procurement procedures. On the contrary, this will be an enhancement by provides yet another avenue to acquire equipment, goods and services. Currently, we have some procurement alternatives available to the City:

Mohave Educational Services Cooperative, Inc.
State procurement – Arizona Department of Administration
Strategic Alliance for Volume Expenditures (S.A.V.E.)
Piggybacking on other entities contracts

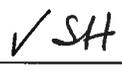
The positive aspect to this request is that it does not add any additional fiscal burden on the City budget, and will allow the City to secure goods and service in a more expeditious and cost effective manner. We do not see any downside to this program.

COST/FUNDING SOURCE

There is not cost involved with this program

REVIEWED BY:

City Manager: 

City Attorney: 

ATTACHMENTS

Attachment A - U.S. Communities IGA

Attachment B - U.S. Communities Terms and Conditions

Attachment C - How to purchase

Resolution Number 2571



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature

Darren C. Muci

RFP 02-04-011 BOE Approval 1/13/03

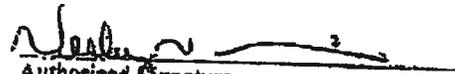
Name and Title of Signer

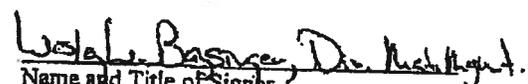
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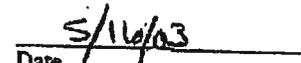
LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Maricopa, Arizona (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.


Authorized Signature


Name and Title of Signer


Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City of Charlotte (Mecklenburg County) (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

John C. Trunk
Authorized Signature

JOHN C. TRUNK
PROCUREMENT SERVICES DIRECTOR
Name and Title of Signer

10-23-03
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Harford County Public Schools, MD (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

John R. Miller
Authorized Signature

John R. Miller, Director of Procurement
Name and Title of Signer
Harford County Public Schools

10/24/03
Date

EXAMPLE OF LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency

by:
Joe Sandoval, Division Manager
Purchasing & Contract Services
County of Los Angeles

1-2-06

Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Request for Proposal
ROOFING SUPPLIES AND RELATED SERVICES
No. 06-40021
Unified School District 259 -
Wichita (KS) Public Schools
BOE Approval 06/12/2006



Authorized Signature

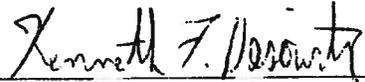
Darren Muci, Division Director
Name and Title of Signer

June 14, 2006
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City of Los Angeles (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

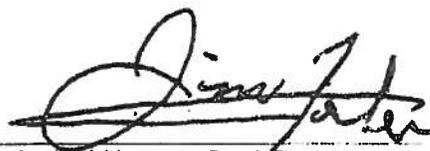

Authorized Signature, Lead Government Agency

12-6-07
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the Dallas County, TX. (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

A handwritten signature in black ink, appearing to read "Jim Fater", written over a horizontal line.

Authorized Signature, Lead Government Agency

November 27, 2007
Date

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
CERTIFICATE**

I hereby acknowledge, on behalf of the California Statewide Communities Development Authority (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreement and purchase of products (in this case, licenses) that from time to time are made available by the Lead Public Agency to Participating Public Agencies through U.S. Communities. Copies of the Master Agreement and any amendments thereto made available by Lead Public Agency will be provided to Supplier and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more products (in this case, licenses) under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, California Statewide
Communities Development Authority

Secretary

Title

6/27/07

Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

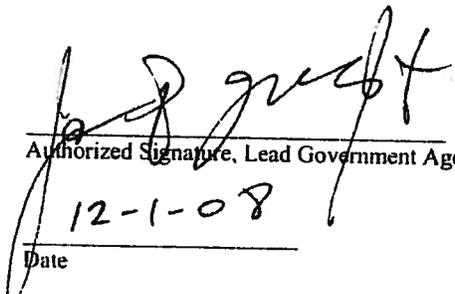

Dean A. Tstadt, Chief Operating Officer
Fairfax County Public Schools


Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City/County of Denver. (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency

12-1-08

Date

Lead Public Agency Certificate

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency



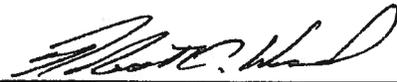
Date

Lead Public Agency Certificate

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency
Robert D. Wood
04/2/09

Date

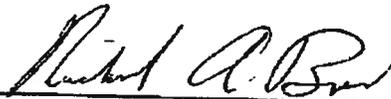
3

Lead Public Agency Certificate

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Cobb County, Georgia (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency

Richard A. Brun

Printed Name

7-8-2009

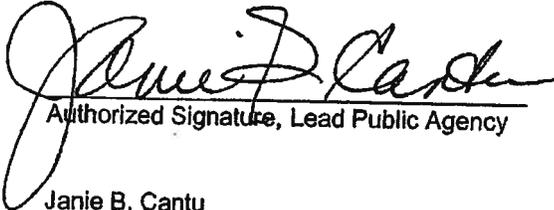
Date

Lead Public Agency Certificate

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of City of San Antonio [PA] (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.


Authorized Signature, Lead Public Agency

Janie B. Cantu _____
Printed Name

4/10/09
Date _____

Terms of Service

These Terms of Service govern your use of all Web sites operated by U.S. Communities ("Operator"), including, without limitation, the Web site currently located at www.uscommunities.org (collectively, the "Site"). Please read these Terms of Service carefully before using the Site. By using the Site, you signify your assent to these Terms of Service. If you do not agree to these Terms of Service, you may not use the Site.

1. Ownership

The content on the Site, including, without limitation, text, software, scripts, graphics, photos, sounds, music, videos, interactive features, and the like ("Content") and the U.S. COMMUNITIES word marks and U.S. COMMUNITIES design marks, as well as certain other of the names, logos, and materials displayed on or through the Site that constitute trademarks ("Marks") are owned by or licensed to Operator and are subject to copyright, trademark, and other intellectual property rights under U.S. and international laws.

2. Use of the Site and Content

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Prohibited content and activities include, without limitation, the following: (a) violating any local, state, national, or international law or regulation; (b) knowingly transmitting any material that contains adware, malware, spyware, software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (c) impersonating any person or entity, or otherwise misrepresenting your affiliation with a person or entity; (d) interfering with or disrupting the Site or servers or networks connected to the Site, or disobeying any requirements, procedures, policies, or regulations of networks connected to the Site.

3. Feedback

You further agree that Operator and its affiliates are free to use for any purpose whatsoever, ideas, know-how, concepts, techniques, comments, criticisms, reports, or other feedback ("Feedback"), whether oral or written, that you may send to Operator or its affiliates. You acknowledge and agree that you have no expectation of compensation of any nature, and that Operator has no duties to you, with respect to such Feedback.

4. Links to and from other Web Sites

The Site may contain links to third party Web sites or Internet resources that are not owned or controlled by Operator. Operator's provision of a link to any other Web site or Internet resource is for your convenience only and does not signify Operator's endorsement of such other Web site or resource or its contents. OPERATOR SHALL HAVE NO RESPONSIBILITY OR

LIABILITY FOR ANY CONTENT, INFORMATION, SOFTWARE, MATERIALS OR PRACTICES OF ANY THIRD PARTY WEB SITE OR INTERNET RESOURCE.

5. Disclaimer

YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, OPERATOR AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT). OPERATOR AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE SITE OR THE CONTENT OF ANY WEB SITES LINKED TO THE SITE AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (a) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE; (c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR ANY AND ALL PERSONAL INFORMATION OR FINANCIAL INFORMATION STORED THEREIN; (d) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; (e) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY; AND (f) FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE SITE.

OPERATOR AND ITS AFFILIATES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY LINKED WEB SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND OPERATOR AND ITS AFFILIATES WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING THEREFROM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OPERATOR OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

6. Limitation of Liability

YOU UNDERSTAND THAT TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL OPERATOR OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES,

INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR (OR ANYONE USING YOUR ACCOUNT'S) USE OF THE SITE.

7. Exclusions and Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent Operator may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Operator's liability shall be the minimum permitted under such applicable law.

8. Indemnity

You agree to indemnify, defend, and hold harmless Operator, its parents, subsidiaries, affiliates, officers, directors, employees, consultants, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and costs) that such parties may incur as a result of or arising from (a) any information (including, without limitation, Feedback) you (or anyone using your account) submit, post, or transmit on or through the Site; (b) your (or anyone using your account's) use of the Site; (c) your (or anyone using your account's) violation of these Terms of Service; or (d) your (or anyone using your account's) violation of any rights of any other person or entity. Operator reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Operator in asserting any available defenses.

9. Force Majeure

Without limiting the foregoing, under no circumstances will Operator be held liable for any delay or failure in performance due in whole in or in part to any acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, software bugs, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, earthquakes, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

10. Termination

If you violate any of these Terms of Service, your permission to use the Site and the Content automatically terminates.

11. Modifications to the Site

Operator reserves the right to modify or discontinue the Site with or without notice to you. Operator shall not be liable to you or any third party should Operator exercise its right to modify or discontinue the Site.

12. Other Provisions

These Terms of Service shall be governed by and construed in accordance with the laws of the United States and the State of California, without giving effect to any conflict of laws rules or provisions. You agree that any action at law or in equity arising out of or relating to these Terms of Service or the Site shall be filed only in the state or federal courts located in San Francisco, California and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of these Terms of Service shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions. The failure of Operator to enforce any right or provision of these Terms of Service will not be deemed a waiver of such right or provision. These Terms of Service, together with Operator's Privacy Policy and any other rules or guidelines posted in connection with the Site, are the entire and exclusive agreement between Operator and you regarding the Site, and these Terms of Service supersede and replace any prior agreements between Operator and you regarding the Site.

13. Terms of Service Changes

Operator may, in its sole and absolute discretion, change these Terms of Service from time to time. Operator will post a copy of the Terms of Service as changed on the Site. Your continued use of the Site constitutes your agreement to abide by the Terms of Service as changed. If you object to any such changes, your sole recourse shall be to cease using the Site.

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HOW TO PURCHASE THROUGH U.S. COMMUNITIES

HOW TO OBTAIN U.S. COMMUNITIES PRICING

To obtain U.S. Communities pricing from our suppliers, you must first register to establish your agency's eligibility for the program. Registration is free and there is no obligation of any kind.

During the registration process, you can request contact from any supplier(s) you would like. Any time after registration, just visit the "Products and Suppliers" page to request supplier contact.

Each supplier you select will contact you to explain the special U.S. Communities pricing and other exclusive benefits available to public agencies and nonprofits through the U.S. Communities contracts.

Once you have registered, you may also choose to purchase from a portion of our suppliers through the U.S. Communities e-commerce portal which allows you to purchase from several suppliers at the same time.

RESOLUTION NUMBER 2571

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPROVING A MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE.

WHEREAS, after a competitive solicitation and selection process by certain public agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into Master Cooperative Purchasing Agreement with those agencies to provide a variety of goods, products and services based on national and international volumes; and

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase products and services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, the City desires to conserve resources and reduce procurement cost; and

WHEREAS, the City may from time to time be able to realize cost savings by making purchases through the U.S. Communities Government Purchasing Alliance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THAT THE MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT BETWEEN CERTAIN GOVERNMENT AGENCIES THAT EXECUTE A LEAD PUBLIC AGENCY CERTIFICATE IS HEREBY APPROVED.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 18TH DAY OF JANUARY 2011.

Diane Joens, Mayor

RESOLUTION NUMBER 2571

Page 2

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steven B. Horton, Esq.
City Attorney

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: January 18, 2011

Subject: ORDINANCE NUMBER 569 – Proposing Amendments to the Zoning Ordinance, Section 404. (General Provisions) Regarding Height Regulations.

Department: Community Development

From: Charles Scully, Planner

REQUESTED ACTION

Discussion and first reading of Ordinance Number 569 which proposes amendments to the Zoning Ordinance, Section 404. (General Provisions) regarding Height Regulations.

BACKGROUND

The City Council considered the proposed amendments at their October 12, 2010 meeting and directed staff to proceed with the preparation of the ordinance. The Planning and Zoning Commission considered the proposed amendments at their September 9, 2010 meeting and recommended approval, subject to minor changes as may be recommended by staff.

The proposed amendments to Section 404 (General Provisions) and Section 304 (Design Review) of the Cottonwood Zoning Ordinance are intended to update the height regulations for various types of non-habitable structures which are not addressed by the existing ordinance. It is in the interest of the City of Cottonwood to provide regulations for the height of various types of structures so as to protect scenic views, protect property values and protect the public health, safety and general welfare. The proposed amendments do not apply to any current development proposals.

Existing Height Regulations:

Height regulations for buildings and structures are currently found in several sections of the Zoning Ordinance:

- Each Zoning District section includes maximum building height limits under the property development standards.

- Section 404. (General Provisions) H. Building Height Requirements, lists exceptions and includes a reference to residential accessory structures.
- Also, Section 304. Design Review may limit height in terms of scale and placement on a case by case basis.

JUSTIFICATION/BENEFITS/ISSUES

Summary of Proposed Height Amendments:

The following section includes a summary of proposed amendments to the Zoning Ordinance, Section 404. (General Provisions) regarding Height Regulations.

- a. **Architectural Embellishments:** *spires, cupolas, chimneys, or similar architectural or ornamental structures.*
 - Allows certain rooftop and building features, with limitations, as a matter of right when considered through the Design Review process as part of the overall building design.
- b. **Non-Habitable Rooftop Structures:** *flues, vents, poles, beacons, mechanical towers, or other similar non-habitable structures extending above the highest point of the roof.*
 - Also allows small exceptions as a matter of right where integrated into the overall design of the building or structure.
- c. **Industrial Structures:** *chimneys, derricks, conveyors, cooling towers, elevator bulkheads, fire towers, storage tanks, water towers, or similar structures.*
 - Allows relatively tall structure where part of an approved use in Industrial District.
- d. **Monuments, Memorials, Statues:** *Freestanding monuments, memorials, symbolic representations, statues, art installations or similar structures.*
 - Monuments, memorials and art installations would be required to be designed in a manner that recognizes the location and the surrounding context. The details of a monument or statue, including its placement and scale, would be designed to recognize the specific location in which it is placed. The purpose of limiting the height would be to ensure the object or installation fits the scale of the development and does not adversely impact the aesthetic quality of the subject property or surrounding properties.
- e. **Flags and Flagpoles:** *Political and non-political flags.*
 - Flagpole height is intended to ensure the fall zone is within the subject property.
- f. **Wireless Communication Facilities:** *cell towers, equipment arrays.*
 - The proposed standards in this ordinance are intended to cover maximum heights so as to protect both neighborhood quality and scenic view resources.
- g. **Solar, Wind and Energy Devices:**

Regulations are intended to ensure such devices and facilities allow reasonable use of property without adversely impacting surrounding properties:

- 1) **Solar Devices:** The proposal would make it easier to install solar panels on roofs by allowing certain height exceptions as a right.
- 2) **Wind Energy Devices:** Proposed regulations are intended to address both visual and aesthetic issues, as well as proximity to adjacent uses so as to address potential noise impacts. The amendment limits such devices to larger properties so as to provide adequate setback. Exceptions could be made based on verifiable documentation.

h. Airport Height Restrictions:

Development around the airport is currently subject to certain height restrictions based on proximity to the runway. This section identifies those existing rules for the convenience of developers and others.

REVIEWED BY:

City Manager: 

City Attorney: 

ATTACHMENTS

- Proposed Ordinance Amendments to Section 304. (Design Review) and Section 404. H. (General Provisions) Height Regulations.
- Existing Section 404. H. Height Regulations.
- Ordinance Number 569

**PROPOSED AMENDMENTS TO THE COTTONWOOD ZONING ORDINANCE
SECTION 404. (GENERAL PROVISIONS):**

DELETE existing Section 404. (General Provisions) H. Building Height Requirements., and **REPLACE** in its entirety with new Section H. Height Regulations.

H. HEIGHT REGULATIONS.

1. Purpose: Height regulations for buildings and structures are established for the City of Cottonwood to protect scenic view resources, promote compatible development and ensure development occurs in a manner that protects the health, safety and general welfare of the citizens of Cottonwood.
2. Applicability: No building or structure shall be erected, reconstructed or structurally altered to exceed the height limit designated for the Zoning District in which such building or structure is located, except as otherwise specifically provided in this Section, and provided such exceptions are in conformance with all other applicable city codes, ordinances, and regulations.
3. Architectural Embellishments: Except as described for Industrial Zoning Districts, the height limitations for each Zoning District may be exceeded by no more than ten (10) feet for spires, cupolas, domes, pediments or similar architectural or ornamental structures integrated directly into the design of the building, provided such elements occupy no more than ten percent (10%) of such roof area in total measured in plan view and provided the design is subject to review and approval through the Design Review process.
4. Non-Habitable Rooftop Structures: Except as described for Industrial Zoning Districts, the height limitations for each Zoning District may be exceeded by no more than ten (10) feet for flues, vents, poles, beacons, enclosed mechanical towers, or other similar non-habitable structures extending above the roof of a building provided such structures occupy no more than ten percent (10%) of such roof area in total measured in plan view and provided the design is subject to review and approval through the Design Review process.
5. Industrial Structures: In Industrial Zoning Districts, chimneys, derricks, conveyors, cooling towers, elevator bulkheads, fire towers, storage tanks, water towers, or similar accessory structures necessary and integral to the industrial process may extend to a height of sixty (60) feet above grade, provided that such structures shall be so located and constructed that if it should collapse, its reclining length would still be contained on the property on which it was constructed. The Planning and Zoning Commission may approve additional height for accessory industrial structures where it is determined that the location does not adversely impact scenic views from other properties and provided it meets safety standards and is not in conflict with any other codes, ordinances and regulations of the City of Cottonwood.

6. Monuments, Memorials, and Statues: Height limits for freestanding or attached monuments, memorials, symbolic representations, statues, art installations or similar structures shall be subject to the following:
 - a. Review and approval through the Design Review process which shall consider the height and size of a proposed structure in terms of scale, proportion and relationship to the surrounding context, including buildings, site plan layout, landscape features, streets and pedestrian areas, and which may limit such height to lower than the maximum allowed by this Section based on the specific considerations of the site so as to achieve an integrated design for the development;
 - b. Shall not exceed 25 feet in height above the prevailing finished grade; and
 - c. All such structures or installations must meet the setback standards for the underlying zoning district.
7. Flagpoles: A flagpole shall be located so that if it should collapse, its reclining length would be contained on the property on which it was installed.
8. Wireless Communication Facilities: So as to ensure the protection of scenic view resources in and around Cottonwood, which otherwise define a significant and valued aspect of the character of the city, the following regulations shall apply to new and expanded wireless communication facilities:
 - a. The regulations contained in this Ordinance are intended to be in compliance with the Federal Telecommunications Act of 1996, which shall supersede any regulations contained herein;
 - b. The overall height of any wireless communications structure, antenna and/or antenna array shall not be greater than a maximum of sixty (60) feet from the ground to the highest physical point on the structure;
 - c. Encourage the location and colocation of wireless communications equipment on existing structures thereby minimizing adverse visual, aesthetic and public safety impacts, and effects upon the natural environment and wildlife, and to reduce the need for additional antenna-supporting structures;
 - d. Wireless communication facilities shall be discouraged within any Historic District or in proximity to any historic properties in the City of Cottonwood unless designed in a manner that avoids adversely impacting such historic resources through the use of design techniques that minimize or hide the facility; and
 - e. Such structure shall be located and constructed so that if it should collapse, its reclining length would be contained on the property on which it was installed.

9. Solar and Wind Energy Devices:

- a. Solar Devices: Solar energy equipment mounted on rooftops may exceed the maximum allowable height for the zoning district by up to five (5) feet.
- b. Wind Energy Devices: In Industrial, Agricultural Residential or Community Facility zoning districts with a minimum five (5) acre site no more than one accessory wind energy device per parcel or development site may be installed on a freestanding pole or support structure, not to exceed 60' in height at its highest point above grade and subject to obtaining a building permit. Such structure shall be located and constructed so that if it should collapse, its reclining length would be contained on the property on which it was installed.

10. Airport Height Restrictions: No building or structure shall be erected, altered, or maintained within any existing or proposed portions of Cottonwood Airport property, Cottonwood Industrial Airpark or any related airspace that has a height in excess of the height limitations established by that zoning district or as per any special restrictions for such established by the FAA, the Cottonwood Airport Master Plan or any other related regulations, including Building Restriction Lines or Runway Protection Zones, so as to protect the safety and integrity of the airport functions.

MOVE existing Sub-Section 404. H. 3. "Residential Accessory Buildings" to new Sub-Section (7) to Section 404. G. 6. c. "Detached Accessory Buildings in Residential Zones" as follows:

- (7) Residential Accessory Buildings: No building which is accessory to any residential building shall be erected to a height greater than one (1) story or sixteen (16) feet to the peak or highest point of the roof.

PROPOSED AMENDMENTS TO SECTION 304. DESIGN REVIEW to allow minor height exceptions with limits (as described in the ordinance) subject to review so as to ensure the structure or feature is integrated into the overall building or development context:

ADD sub-sections "n." "o." "p." and "q." to Section 304. Design Review, Sub-Section E. Criteria, as follows:

- n. Architectural Embellishments: The design and placement of architectural embellishments shall be subject to the standards for Design Review as described in Section 404. H. "Height Regulations."
- o. Non-Habitable Rooftop Structures: The design and placement of non-habitable rooftop structures shall be subject to the standards for Design Review as described in Section 404. H. "Height Regulations."

- p. **Monuments, Memorials and Statues:** The design and placement of freestanding or attached monuments, memorials, statues, art installations or similar structures shall be subject to the standards for Design Review as described in Section 404. H. "Height Regulations."

- q. **Wireless Communications Facilities:** The design and placement of wireless communication facilities shall be subject to the standards for Design Review as described in Section 404. H. "Height Regulations."

**EXISTING REGULATIONS -
COTTONWOOD ZONING ORDINANCE**

SECTION 404. (GENERAL PROVISIONS)

H. BUILDING HEIGHT REQUIREMENTS.

1. Application: No building shall be erected, reconstructed or structurally altered to exceed in height the limit hereinafter designated for the zone in which such building is located, except as otherwise specifically provided.
2. Exceptions: Height regulations established elsewhere in this Ordinance shall not apply:
 - a. In any district, to church spires, belfries, cupolas and domes not for human occupancy; monuments; water towers; flagpoles; provided that such structures shall be so located and constructed that if it should collapse, its reclining length would still be contained on the property on which it was constructed.
 - b. In any district, to noncommercial radio or television antennas.
 - c. In industrial districts, to chimneys, smokestacks, derricks, conveyors, grain elevators or similar structures wherein the industrial process involved customarily require a height greater than otherwise permitted, provided that such structures shall be so located and constructed that if it should collapse, its reclining length would still be contained on the property on which it was constructed.
 - d. In any district to solar heating or cooling apparatus, the plans of which have been approved by the Zoning Administrator.
3. Residential Accessory Buildings: No building which is accessory to any residential building shall be erected to a height greater than one (1) story or sixteen (16) feet to the peak or highest point of the roof, except as otherwise may be permitted by a conditional use permit.

ORDINANCE NUMBER 569

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, AMENDING THE CITY OF COTTONWOOD ZONING ORDINANCE BY DELETING SECTION 404. H. "BUILDING HEIGHT REQUIREMENTS" AND REPLACING IT WITH A NEW SECTION 404. H. "HEIGHT REGULATIONS" PERTAINING TO HEIGHTS OF NON-HABITABLE STRUCTURES; DELETING SECTION 404. H. 3. "RESIDENTIAL ACCESSORY BUILDINGS" AND ADDING A NEW SUB SECTION (7) TO SECTION 404. G. 6. c. "DETACHED ACCESSORY BUILDINGS IN RESIDENTIAL ZONES"; AND AMENDING SECTION 304. "DESIGN REVIEW" TO ALLOW MINOR HEIGHT EXCEPTIONS FOR VARIOUS NON-HABITABLE STRUCTURES SUBJECT TO DESIGN REVIEW PROCEDURES AND CRITERIA; FIRST READING.

WHEREAS, the City Council has determined that the following changes to the City's Zoning Ordinance are appropriate and desirable.

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

Section 1. That Section 404. H. "BUILDING HEIGHT REQUIREMENTS", of the Cottonwood Zoning Ordinance is hereby deleted in its entirety, and a new Section 404. H. "HEIGHT REGULATIONS" is hereby added as follows:

H. HEIGHT REGULATIONS.

1. Purpose: Height regulations for buildings and structures are established for the City of Cottonwood to protect scenic view resources, promote compatible development and ensure development occurs in a manner that protects the health, safety and general welfare of the citizens of Cottonwood.
2. Applicability: No building or structure shall be erected, reconstructed or structurally altered to exceed the height limit designated for the Zoning District in which such building or structure is located, except as otherwise specifically provided in this Section, and provided such exceptions are in conformance with all other applicable city codes, ordinances, and regulations.

ORDINANCE NUMBER 569

Page 2

3. Architectural Embellishments: Except as described for Industrial Zoning Districts, the height limitations for each Zoning District may be exceeded by no more than ten (10) feet for spires, cupolas, domes, pediments or similar architectural or ornamental structures integrated directly into the design of the building, provided such elements occupy no more than ten percent (10%) of such roof area in total measured in plan view and provided the design is subject to review and approval through the Design Review process.
4. Non-Habitable Rooftop Structures: Except as described for Industrial Zoning Districts, the height limitations for each Zoning District may be exceeded by no more than ten (10) feet for flues, vents, poles, beacons, enclosed mechanical towers, or other similar non-habitable structures extending above the roof of a building provided such structures occupy no more than ten percent (10%) of such roof area in total measured in plan view and provided the design is subject to review and approval through the Design Review process.
5. Industrial Structures: In Industrial Zoning Districts, chimneys, derricks, conveyors, cooling towers, elevator bulkheads, fire towers, storage tanks, water towers, or similar accessory structures necessary and integral to the industrial process may extend to a height of sixty (60) feet above grade, provided that such structures shall be so located and constructed that if it should collapse, its reclining length would still be contained on the property on which it was constructed. The Planning and Zoning Commission may approve additional height for accessory industrial structures where it is determined that the location does not adversely impact scenic views from other properties and provided it meets safety standards and is not in conflict with any other codes, ordinances and regulations of the City of Cottonwood.
6. Monuments, Memorials, and Statues: Height limits for freestanding or attached monuments, memorials, symbolic representations, statues, art installations or similar structures shall be subject to the following:
 - a. Review and approval through the Design Review process which shall consider the height and size of a proposed structure in terms of scale, proportion and relationship to the surrounding context, including buildings, site plan layout, landscape features, streets and pedestrian areas, and which may limit such height to lower than the maximum allowed by this Section based on the specific considerations of the site so as to achieve an integrated design for the development;
 - b. Shall not exceed 25 feet in height above the prevailing finished grade; and
 - c. All such structures or installations must meet the setback standards for the underlying zoning district.
7. Flagpoles: A flagpole shall be located so that if it should collapse, its reclining length would be contained on the property on which it was installed.

ORDINANCE NUMBER 569

Page 3

8. **Wireless Communication Facilities:** So as to ensure the protection of scenic view resources in and around Cottonwood, which otherwise define a significant and valued aspect of the character of the city, the following regulations shall apply to new and expanded wireless communication facilities:
 - a. The regulations contained in this Ordinance are intended to be in compliance with the Federal Telecommunications Act of 1996, which shall supersede any regulations contained herein;
 - b. The overall height of any wireless communications structure, antenna and/or antenna array shall not be greater than a maximum of sixty (60) feet from the ground to the highest physical point on the structure;
 - c. Encourage the location and colocation of wireless communications equipment on existing structures thereby minimizing adverse visual, aesthetic and public safety impacts, and effects upon the natural environment and wildlife, and to reduce the need for additional antenna-supporting structures;
 - d. Wireless communication facilities shall be discouraged within any Historic District or in proximity to any historic properties in the City of Cottonwood unless designed in a manner that avoids adversely impacting such historic resources through the use of design techniques that minimize or hide the facility; and
 - e. Such structure shall be located and constructed so that if it should collapse, its reclining length would be contained on the property on which it was installed.
9. **Solar and Wind Energy Devices:**
 - a. **Solar Devices:** Solar energy equipment mounted on rooftops may exceed the maximum allowable height for the zoning district by up to five (5) feet.
 - b. **Wind Energy Devices:** In Industrial, Agricultural Residential or Community Facility zoning districts with a minimum five (5) acre site no more than one accessory wind energy device per parcel or development site may be installed on a freestanding pole or support structure, not to exceed 60' in height at its highest point above grade and subject to obtaining a building permit. Such structure shall be located and constructed so that if it should collapse, its reclining length would be contained on the property on which it was installed.
10. **Airport Height Restrictions:** No building or structure shall be erected, altered, or maintained within any existing or proposed portions of Cottonwood Airport property, Cottonwood Industrial Airpark or any related airspace that has a height in excess of the height limitations established by that zoning district or as per any special restrictions for such established by the FAA, the Cottonwood Airport Master Plan or any other related regulations, including Building Restriction Lines or

ORDINANCE NUMBER 569

Page 4

Runway Protection Zones, so as to protect the safety and integrity of the airport functions.

Section 3. That existing Sub-Section 404. H. 3. "Residential Accessory Buildings" is hereby moved to Section 404. G. 6. c. "Detached Accessory Buildings in Residential Zones" as a new Sub-Section (7) as follows:

- (7) Residential Accessory Buildings: No building which is accessory to any residential building shall be erected to a height greater than one (1) story or sixteen (16) feet to the peak or highest point of the roof.

Section 4. That sub-sections "n." "o." "p." and "q." are hereby added to Section 304. Design Review, Sub-Section E. Criteria, as follows:

- n. Architectural Embellishments: The design and placement of architectural embellishments shall be subject to the standards for Design Review as described in Section 404. H. "Height Regulations."
- o. Non-Habitable Rooftop Structures: The design and placement of non-habitable rooftop structures shall be subject to the standards for Design Review as described in Section 404. H. "Height Regulations."
- p. Monuments, Memorials and Statues: The design and placement of freestanding or attached monuments, memorials, statues, art installations or similar structures shall be subject to the standards for Design Review as described in Section 404. H. "Height Regulations."
- q. Wireless Communications Facilities: The design and placement of wireless communication facilities shall be subject to the standards for Design Review as described in Section 404. H. "Height Regulations."

Section 4. That if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be unlawful, invalid or unenforceable by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA, THIS 18TH DAY OF JANUARY 2011.

Diane Joens, Mayor

ORDINANCE NUMBER 569

Page 5

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq., City Attorney

Marianne Jiménez, City Clerk

