

A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD OCTOBER 2, 2012, AT 6:00 P.M., AT CITY COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN 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. 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.H.) Comments are limited to a 5 minute time period.
- VI. INTRODUCTION OF NEW EMPLOYEES
- VII. EMPLOYEE OF THE QUARTER AWARD--CLINT COOMBS, TERRORISM LIAISON OFFICER.
- VIII. PRESENTATIONS
 1. GOVERNOR'S ECONOMIC DEVELOPMENT AWARD FOR INNOVATION IN ECONOMIC DEVELOPMENT IN OLD TOWN.
 2. UPDATE ON THE STATUS AND FUTURE OF THE OLD TOWN ASSOCIATION BY LINDSEY HIGGINSON, PRESIDENT.
- IX. APPROVAL OF MINUTES--Work Session of 9/11/12 & Regular Meeting of 9/18/12.

Comments regarding items listed on the agenda are limited to a 5 minute time period per speaker.
- X. UNFINISHED BUSINESS
 1. ORDINANCE NUMBER 588--AMENDING THE MUNICIPAL CODE BY DELETING CHAPTER 2.104, SENIOR COMMISSION, OF TITLE 2, ADMINISTRATION AND PERSONNEL; SECOND & FINAL READING.

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XI. CONSENT AGENDA

1. RESOLUTION NUMBER 2663--APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY PERTAINING TO THE COTTONWOOD FIRE DEPARTMENT ISSUING PERMITS FOR OPEN BURNING.
2. AWARD OF BID FOR AN UNDERGROUND JOB ORDER CONTRACT FOR THE INSTALLATION OF A NEW WATER MAIN AND SERVICES ON NORTH CACTUS STREET.

XII. NEW BUSINESS--The following items are for Council discussion, consideration, and possible legal action.

1. APPROVING THE COTTONWOOD FIRE AND POLICE DEPARTMENTS TO SPONSOR A CHARITY GOLF TOURNAMENT IN SPRING OF 2013 TO BENEFIT THE 100 CLUB OF ARIZONA.
2. ORDINANCE NUMBER 589--AMENDING THE MUNICIPAL CODE BY DELETING CHAPTER 2.52, LIBRARY, OF TITLE 2, ADMINISTRATION AND PERSONNEL, AND ADDING A NEW CHAPTER 2.52, LIBRARY; FIRST READING.
3. RESOLUTION NUMBER 2664--APPROVING A LIBRARY SUPPORT AGREEMENT WITH THE YAVAPAI COUNTY FREE LIBRARY DISTRICT TO PROVIDE LIBRARY DISTRICT FUNDS FOR THE COTTONWOOD PUBLIC LIBRARY.
4. PROPOSED CHANGES TO THE FARE STRUCTURE FOR THE CAT/VERDE LYNX TRANSIT SYSTEMS.
5. RESOLUTION NUMBER 2265--SUPPORTING THE REPEAL OF ARIZONA HOUSE BILL 2826; RESOLUTION NUMBER 2666 SUPPORTING THE REPEAL, ACCELERATED SUNSET AND/OR NONRENEWAL OF ARIZONA HOUSE BILL 2643; RESOLUTION NUMBER 2667--URGING THE ARIZONA LEGISLATURE TO RENEW ITS SUPPORT OF THE ARIZONA STATE PARKS SYSTEM.

XIII. CLAIMS & ADJUSTMENTS

XIV. 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.

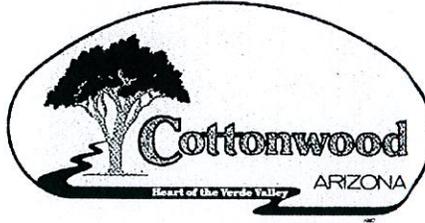
Americans With Disabilities Act Notice: The Cottonwood Council Chambers is wheelchair accessible.

Those with needs for special typeface print, hearing devices or other special accommodations may request these through the Cottonwood City Clerk at 928-340-2727 (TDD 928-634-5526). Requests should be made as early as possible to allow the City sufficient time to arrange for the necessary accommodations.

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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.



3rd QUARTER, 2012

EMPLOYEE or SAFETY EMPLOYEE

(please designate which)

RECOGNITION NOMINATION

(Please circle the category for which you are nominating this employee.)

Submit to the HR office by September 14, 2012

Please use the format shown below. You may write or type on an additional sheet of paper, if you wish.

SUBMISSION DATE: August 28, 2012

NAME OF EMPLOYEE: Officer Clint Combs

DEPARTMENT: Police / Water / Code Enforcement

POSITION: Terrorism Liaison Officer

WHAT ACTION DID THE EMPLOYEE DO TO DESERVE THIS NOMINATION:

Over the past 10 months Clint has been vital in helping develop new policies and procedures for the joint code enforcement/hearing officer process. One of the main reasons this process is now so successful is because Clint is always willing to make the extra effort to get in touch with community members in person or on the phone before sending them a notice of violation or other written warning.

Clint takes the time to go above and beyond and explain the reasoning behind our process. He explains that the overall goal is to help improve our community and make it an even better place to live...not to come down hard on the citizens of Cottonwood. He has a great record of gaining compliance very quickly, while working diligently and respectfully with property owners.

Additionally Clint always checks in with code enforcement officers and other staff while he is out of the office fulfilling other duties related to his TLO work. This has helped foster a successful team working environment with good communication relating to all of our cases.

WHAT IS THE IMPACT/BENEFIT TO THE CITY:

Clint ensures that residents of Cottonwood with code violations are responded to in a respectful manner that makes them feel heard. His ability to achieve compliance at the code enforcement level saves the City time and money by helping avoid the lengthy and more expensive hearing officer process. Additionally, alleviating code violations helps with the beautification of our City.

SIGNATURE OF NOMINATOR: Nichole Arbeiter DATE: 8/28/12

PRINT NAME OF SUBMITTING NOMINATOR: Nichole Arbeiter

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	October 2, 2012
Subject:	Ordinance Number 588--Deleting Chapter 2.104, Senior Commission, of the Municipal Code.
Department:	City Clerk
From:	Marianne Jimenez, City Clerk

REQUESTED ACTION

Second and final reading of Ordinance Number 588, which will disband the city's Senior Commission per Council direction.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: "I move to approve Ordinance Number 588."

BACKGROUND

The current members of the Senior Commission recommended that the City Council disband the Commission as it felt the Commission was not needed because there are other organizations and groups in the city and Verde Valley that address the needs of senior citizens through projects or providing needed services. At a regular meeting held on September 4, 2012, the Council agreed with the Senior Commission's recommendation to disband the Commission. Ordinance Number 588 deletes the section of the Municipal Code pertaining to the Senior Commission. The first reading of Ordinance Number 588 was held at the September 18, 2012, regular meeting.

JUSTIFICATION/BENEFITS/ISSUES

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
 Ord588.doc	Ordinance Number 588	Ordinance

ORDINANCE NUMBER 588

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, AMENDING THE MUNICIPAL CODE BY DELETING CHAPTER 2.104, SENIOR COMMISSION, OF TITLE 2, ADMINISTRATION AND PERSONNEL.

WHEREAS, upon recommendation of the Senior Commission, the City Council agrees that there is no longer a need for a Senior Commission as there are many other agencies addressing the needs of senior citizens in the city and the Verde Valley.

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

Section 1. That Chapter 2.104, Senior Commission, of Title 2, Administration and Personnel, of the Municipal Code is hereby deleted in its entirety.

Section 2. 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 18TH DAY OF SEPTEMBER 2012.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

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



 Print

Meeting Date:	October 2, 2012
Subject:	Delegation Agreement #06-052 with the Arizona Department of Environmental Quality (ADEQ)
Department:	Fire
From:	Mike Kuykendall, Fire Chief

REQUESTED ACTION

Authorize the Fire Chief to sign the Delegation Agreement #06-052 with the Arizona Department of Environmental Quality (ADEQ).

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: I move to adopt Resolution 2663, approving a Delegation Agreement with the Arizona Department of Environmental Quality and authorizing the Fire Chief to execute the agreement on behalf of the City.

BACKGROUND

The Arizona Department of Environmental Quality (ADEQ) delegates its authority to issue open burn permits to local agencies. The Cottonwood Fire Department has been issuing open burning permits in the City for at least the past 18 years under a Memorandum of Understanding with ADEQ. The term of this new Agreement is 10 years from the effective date and may be extended by mutual written agreement of the parties, as permitted by applicable law.

JUSTIFICATION/BENEFITS/ISSUES

Under the authority of ADEQ, the Cottonwood Fire Department issues open burning permits at the local level to ensure permitted burning does not occur under dangerous fire conditions. We also follow ADEQ guidelines to ensure burning does not occur during atmospheric conditions that are hazardous to public health. This agreement allows local control over permitted burning and is in the best interest of local public safety. It reduces the risk of out of control permitted fires and controls the amount of smoke pollution in the local area. Local control is more responsive in our efforts to eliminate unwanted dead vegetation and the corresponding fire hazard in a safe, effective manner. This Agreement does require considerable staff time to issue permits and monitor burning activity.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
 Res2663-1.pdf	Resolution 2663 - Revised 09-28-12 - SBH	Backup Material
 Delegation Agreement.pdf	ADEQ Delegation Agreement #06-052	Cover Memo

RESOLUTION NUMBER 2663

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY PERTAINING TO ISSUING PERMITS FOR OPEN BURNING.

WHEREAS, A.R.S. § 49-107 generally authorizes the Director of the Arizona Department of Environmental Quality to delegate to a local municipality any functions, powers, or duties, which the Director Believes can be competently, efficiently, and properly performed by the local agency; and

WHEREAS, A.R.S. § 49-501(E) specifically permits the Director to delegate authority for the issuance of open burn permits to a city; and

WHEREAS, the Cottonwood Fire Department meets the delegation qualification as set forth in A.R.S. § 49-501(E).

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

THAT, the Intergovernmental Agreement between the City of Cottonwood and the Arizona Department of Environmental Quality for the Cottonwood Fire Department to issue open burn permits within the city is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 2ND DAY OF OCTOBER 2012.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

Delegation Agreement

Between

Arizona Department of Environmental Quality

And

Cottonwood Fire Department

Whereas, A.R.S. § 49-107 generally authorizes the Director of ADEQ (Director) to delegate to a local environmental agency, county health department, public health services district or municipality any functions, powers, or duties, hereinafter Functions and Duties, which the Director believes can be competently, efficiently, and properly performed by the local agency, and

Whereas A.R.S. § 49-501(E) specifically permits the Director to delegate authority for the issuance of open burn permits to a county, city, town, fire district, or its assigned private fire protection service provider, and

Whereas the Cottonwood Fire Department (“local agency,” hereinafter LA) meets the delegation qualification, as set forth in A.R.S. § 49-501(E), and

Whereas, the LA is required by A.R.S. § 49-106 to enforce and observe rules adopted by ADEQ and laws of the State of Arizona pertaining to the preservation of public health and protection of the environment, and

Whereas the Director of ADEQ believes the LA will competently, efficiently, and properly perform the Functions and Duties covered by this Agreement, and the LA deems that it is in its best interests to accept such Functions and Duties,

Therefore, the Director of ADEQ delegates to the LA, and the LA agrees to accept the delegation of authority to abide by the terms of this document and A.A.C. R18-2-602 and perform those Functions and Duties on behalf of ADEQ and in accordance with the terms and conditions contained herein.

DELEGATED FUNCTIONS AND DUTIES

The Functions and Duties delegated to the LA by this Agreement are identified by A.R.S. § 49-501 and A.A.C. R18-2-602 pertaining to issuing permits for open burning.

STANDARDS OF PERFORMANCE

1) RECORDS AND INSPECTIONS:

- a) The LA agrees to prepare records relating to each of the Open Burn permits issued under this agreement. The LA agrees to maintain each of these records for a period of five years after issuance of the respective permit and make them available for inspection by the Director as required by A.A.C. R18-2-602(G).

- b) The LA agrees to annually provide to ADEQ by May 15 copies of open burn permits and a record of daily burn activity, excluding household waste burn permits as required by A.A.C. R18-2-602(G).
- c) ADEQ representatives may accompany employees of the LA on inspections and review all records relating to the performance of the activities set forth in this Agreement. Where practicable, ADEQ will provide prior notice to the LA of its intent to accompany the Fire Department employees on inspections.

2) OPERATING GUIDANCE:

ADEQ will provide the LA with a copy of the requirements in A.A.C R18-2-602, application forms, and a copy of permit forms. Additional guidance may be provided on an as-required basis. This additional guidance may include other material that may assist the LA in making decisions necessary to carry out the activities covered by this Agreement. The LA is encouraged to contact ADEQ at any time to request clarification or to request that guidance be provided to cover a particular topic.

3) ENFORCEMENT:

- a) In carrying out its duties under this Agreement, the LA shall comply with the provisions of A.R.S. § 49-501, and observe and enforce the rules of ADEQ and the laws of the State of Arizona pertaining to the preservation of public health and protection of environment.
- b) The LA shall initiate timely and appropriate enforcement actions against individuals and facilities to resolve violations of statutes and rules applicable to this Agreement. ADEQ retains complete authority to take enforcement action against any individual, facility or violator covered by this Agreement or, at its sole discretion, to refrain from exercising such authority if enforcement action taken by the LA is timely, appropriate and effective.
- c) The LA shall respond to imminent health hazards which fall under the LA's area of jurisdiction. ADEQ also retains authority to respond to, abate, or eliminate an imminent and substantial danger to public health or the environment.
- d) The LA shall not adopt any rules, procedures or policies that are in conflict with State law or are less restrictive than the rules of ADEQ.

TERMS AND CONDITIONS OF AGREEMENT

1) TERM OF AGREEMENT:

The initial term of this Agreement shall be ten years from the effective date and may be extended by mutual written agreement of the parties, as permitted by applicable law.

2) TERMINATION:

a) This Agreement may be terminated in whole or in part by either party, upon providing 30 days advance written notice by certified mail to the other party.

b) The LA shall, prior to the termination of all or part of the Agreement, forward to the Director all files, public documents and pending applications received by the LA for those Functions and Duties being terminated, a summary status report for the same, and shall provide written notification to all persons with pending applications and to all regulated facilities affected by such termination.

3) FEES AND LEGAL AUTHORITY FOR IMPOSITION:

The LA may not assess any fee, tax or other assessment in the exercise of its delegated Functions and Duties of this Agreement, pursuant to A.R.S. § 41-1083, unless the LA is otherwise authorized by law.

4) PERSONNEL QUALIFICATIONS:

In order to assure ADEQ's delegation is competently, efficiently and properly performed by qualified personnel the LA agrees to authorize only fire service providers performing fire protection services within that county, city, town or fire district to issue open burning permits, pursuant to A.R.S. § 49-501 and A.A.C. R18-2-602.

5) AMENDMENT:

This Agreement may be amended at any time upon mutual written agreement of the parties. No amendment of any of the terms of this Agreement shall be effective unless it is in writing and signed by the Director and the LA or their respective representatives, or designees.

6) CONFLICT RESOLUTION PROCEDURES:

The parties may resolve a conflict arising from this Agreement through arbitration. If a party seeks to invoke this provision the parties shall select a mutually acceptable third party as arbitrator. Each party shall bear its own arbitration fees, attorney fees and costs.

7) DELEGATION TO OTHER LOCAL AGENCIES AND SUBDELEGATION

a) ADEQ's delegation to another jurisdiction within LA's boundaries shall in no way infringe upon, reduce or usurp a LA's right, authority and responsibility to implement non-delegated locally authorized activities and programs.

- b) ADEQ shall provide LA a copy of any delegation agreement with another jurisdiction located within the LA's boundaries.
- c) LA may not subdelegate the Functions and Duties of this Agreement to another local government agency or political subdivision without first obtaining the prior written approval of the Director. Pursuant to A.R.S. § 49-501(E), with the prior written approval of the Director, LA may assign the issuance of Open Burn permits to a private fire protection service provider that performs fire protection services within the LA's jurisdiction.

8) AGENCY CONTACT PERSONS:

The following Fire Department employee has been designated as responsible for administering the Functions and Duties pursuant to this Agreement. The Fire Department shall provide written notice to any successor.

Name: Mike Kuykendall
Title: Fire Chief
Address: 191 S. 6th Street, Cottonwood, AZ 86326
Phone: 928-634-2741
E-mail: N/A

The following ADEQ employee has been designated as responsible for administering the Functions and Duties pursuant to this Agreement. ADEQ shall provide written notice of any successor.

Name: Balaji Vaidyanathan
Title: Manager, Permits Section, Air Quality Division
Address: 1110 W. Washington Street
Phoenix, AZ 85007
Phone: (602) 771-4527
E-mail: bv1@azdeq.gov

The naming of a successor to either of the above individuals shall not require the re-execution of or an amendment to this agreement.

9) EFFECTIVE DATE OF AGREEMENT:

The effective date of this Agreement is the thirty (30) days from the Director's written final decision to enter into this Agreement with the LA.

DELEGATION AGREEMENT # 06-052

Local Agency

Arizona Department of Environmental Quality

Authorizing Officer Date

Director Date

ATTEST:

Clerk Date

Pursuant to A.R.S. • 11-952(D), the foregoing Agreement has been reviewed by the undersigned attorneys for the LA and ADEQ, who have determined that this Agreement is in proper form and is within the powers and authority granted under Arizona law to ADEQ and the LA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____
LA Attorney

By _____
Assistant Attorney General

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	October 2, 2012
Subject:	Cactus Street waterline replacement
Department:	Development Services
From:	Roger Biggs

REQUESTED ACTION

Consider award of an underground piping Job Order Contract (JOC) for installation of a new water main and services on North Cactus Street.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: I move to award the contract for a JOC bid for installation of a new water main on North Cactus Street to Arizona Northern Equipment, in the amount of \$56,594.71.

BACKGROUND

The replacement of an aging water main on North Cactus Street is the first step of a curb, sidewalk, drainage, and roadway improvement project being planned for Cactus Street from Pima Street to North Main Street.

JUSTIFICATION/BENEFITS/ISSUES

In addition to correcting water quality and pressure issues in this neighborhood, this new water main will improve system redundancy by providing additional loops in the distribution system. The installation of a fire hydrant at Pima and North Cactus Streets will also provide improved fire flow coverage in the area. A plan set was submitted to each of 3 contractors selected through the City's established Job Order Contract (JOC) procedure. The submitted bids are as follows: Arizona Northern Equipment (ANE) \$56,394.71 Kinney Construction Services (KCS) \$70,943.53 Tiffany Construction \$86,374.60

COST/FUNDING SOURCE

Utility Department capital construction funds

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	October 2, 2012
Subject:	Charity Golf Tournament for the 100 Club of Arizona
Department:	Police
From:	Chief Jody Fanning

REQUESTED ACTION

To approve the charity golf tournament at the 7 Canyons Golf Resort sponsored by the Cottonwood Police Department and the Cottonwood Fire Department with the proceeds going to the 100 Club of Arizona that supports families of fallen officers and fire fighters. This golf tournament does not have a specific date, but is being planned for late April or early May of 2013.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: "I move to approve the charity golf tournament tentatively scheduled for the Spring of 2013 at the 7 Canyons Golf Resort, sponsored by the Cottonwood Police Department and the Cottonwood Fire Department with all proceeds going to the 100 Club of Arizona".

BACKGROUND

Sergeant Kevin Murie and Officer Josh Fradette felt the need to have an event that would help fire and law enforcement in the Verde Valley. Upon investigating this issue they decided to hold a charity golf tournament with all proceeds going to the 100 Club of Arizona. They spoke with Chief Kuykendall, who stated that it sounded great and his department would assist with anything they need them to do. This organization not only assists fire and police in the Verde Valley, but is a state wide organization. 7 Canyons Golf Resort was originally built as a private course in Sedona, but due to the failing economy, the Resort has had to open the course up to the public. It is a beautiful course and very well known throughout the State and the event should bring many players.

JUSTIFICATION/BENEFITS/ISSUES

The 100 Club of Arizona supports law enforcement and fire with financial needs and advisory support. This organization is there to ease the pain of the family of those in the public safety field who are injured or killed in the line-of-duty. All monies used by the 100 Club is raised by membership dues, charitable campaigns, endowments and donations. Holding this golf tournament will greatly benefit the 100 Club of Arizona, which in return, benefits public safety personnel.

COST/FUNDING SOURCE

There is no cost to the City to sponsor this event.

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		



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



 Print

Meeting Date:	October 2, 2012
Subject:	Ordinance No. 589 - Approving Amendments to the Municipal Code for the Cottonwood Public Library
Department:	Community Services
From:	Vanessa Ward, Library Manager

REQUESTED ACTION

Consideration and first reading of Ordinance Number 589 which approves amendments to Chapter 2.52 of the Cottonwood Municipal Code.

SUGGESTED MOTION

N/A. First reading.

BACKGROUND

Staff is recommending that the Council repeal and replace Chapter 2.52 of the City Code, concerning the Cottonwood Public Library. Key changes to the code include the following: 1. Changes the name of the Library Board to "Library Advisory Board" to avoid any confusion between the Board and a "Board of Trustees," which is a semi-independent body with legislative authority and responsibilities over a municipal library. 2. Provides that of the seven members on the Library Advisory Board, at least five must be City residents. This allows for up to two non-resident members, while providing the flexibility to appoint City residents to those seats, in the event that there are no non-residents interested in serving at the time a vacancy occurs. 3. Updates the title of the Library Director position to "Library Manager," in accordance with the City's 2010 re-organization. 4. Clarifies that the Library Advisory Board is an advisory body only, and identifies the division of responsibility between the Board, the Library Manager, the Community Services GM, the City Manager, and the City Council.

JUSTIFICATION/BENEFITS/ISSUES

The proposed changes clarify and streamline the City Code chapter concerning the City library, and conform the code to current/recommended practice.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:

Description:

Type:

 [Ord589.doc](#)

Ordinance Number 589

Ordinance

ORDINANCE NUMBER 589

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, AMENDING THE MUNICIPAL CODE BY DELETING CHAPTER 2.52, LIBRARY, OF TITLE 2, ADMINISTRATION AND PERSONNEL; AND ADDING A NEW CHAPTER 2.52, LIBRARY.

WHEREAS, the City Council finds it necessary and appropriate to update the chapter of the Municipal Code pertaining to the library.

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

Section 1. That Chapter 2.52, Library, of Title 2, Administration and Personnel, of the Municipal Code is hereby deleted in its entirety, and a new Chapter 2.52. Library, is hereby adopted as follows:

Chapter 2.52 - LIBRARY

Sections:

- 2.52.010 Public Library Established.
- 2.52.020 Library Advisory Board – Establishment.
- 2.52.030 Library Advisory Board – Organization.
- 2.52.040 Library Advisory Board – Powers.
- 2.52.050 Library Manager.
- 2.52.060 Overdue, Lost and Damaged Materials – Delegation of Authority.
- 2.52.070 Overdue, Lost and Damaged Materials – Responsibility.
- 2.52.080 Violation – Penalty.

2.52.010 Public Library Established.

The City shall maintain a public library for use by the residents of the City and environs. The City Council shall include in the annual budget an amount sufficient to provide for the staffing, operation and adequate growth of the library during each fiscal year.

2.52.020 Library Advisory Board – Establishment.

There is established a Library Advisory Board. It shall consist of seven members, at least five of whom shall reside within the corporate limits of the City.

2.52.030 Library Advisory Board – Organization.

The Library Advisory Board shall select a president, vice-president and a secretary. The Board shall make and publish rules and regulations to govern its proceedings and to provide for its meetings. Unless exempted by law, all meetings, discussions, minutes and other records of the Board shall be open to the public. The minutes and records of all Board proceedings shall be kept by the library manager.

2.52.040 Library Advisory Board – Powers.

The Library Advisory Board shall from time to time make recommendations to the City Council, City Manager, and Library Manager on the general policies of the library and specific matters that may affect library users.

2.52.050 Library Manager

The position of Library Manager is created. The Library Manager shall administer and oversee the day-to-day operations of the library and its staff, under the direction and supervision of the Community Services General Manager and/or City Manager. The Library Manager shall be responsible for making recommendations regarding library policy for consideration by the Community Services General Manager, City Manager, Library Advisory Board and/or City Council, as appropriate.

2.52.060 - Overdue, lost and damaged materials – Delegation of authority.

In order to establish legal recourse for the library to recover unreturned, damaged or stolen materials and unpaid fines, library policies concerning such matters shall be adopted from time to time, as necessary, by the City Council, on the recommendation of the Library Manager, Community Services General Manager, and/or Library Advisory Board.

2.52.070 - Overdue, lost and damaged materials – Responsibility.

A. All card holders shall sign a declaration on their registration card which reads: "I agree to be responsible for materials borrowed with this card for fines and fees incurred, including charges for lost and damaged materials. In the event that I should

move and continue to use this library card or have library materials checked out I will notify the Cottonwood Public Library of my change of address. If collection proceedings are instituted, I agree to pay all costs associated therewith, including attorney's fees and court costs." The Library Manager may impose and collect fines as approved and adopted by the City Council. Failure to return borrowed materials within ninety days of the date due is a violation of this chapter pursuant to A.R.S. § 9-240.B(28) or any successor statute, and may result in the patron's name being turned over to a collection agency and/or the Cottonwood police department.

B. Unauthorized removal of library materials is a violation of this chapter pursuant to A.R.S. § 9-240.B(28) or any successor statute.

C. Any unauthorized buying or selling, or holding materials removed from the library without authorization is a violation of this chapter pursuant to A.R.S. § 9-240.B(28) or any successor statute.

2.52.080 Violation – Penalty

Any violation of this chapter shall be classified as a civil offense, and carry a civil penalty of up to three hundred dollars, with a mandatory minimum of twenty-five dollars, plus the costs of materials, library fines and collection fees.

Section 2. 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 16TH DAY OF OCTOBER 2012.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

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



 Print

Meeting Date:	October 2, 2012
Subject:	Library Support Agreement
Department:	Community Services
From:	Vanessa Ward, Library Manager

REQUESTED ACTION

Council consideration and approval of an intergovernmental agreement with the Yavapai Free Library District.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: I move to adopt Resolution 2664, approving an intergovernmental agreement with the Yavapai County Free Library District.

BACKGROUND

Over the past year, the Yavapai County Free Library District has been working to create an acceptable agreement between all of the libraries in Yavapai County for distribution of funds. The agreement allows the Yavapai County Free Library District to provide equipment, data services and support and related library services to Cottonwood Public Library. In 2011/12, Cottonwood was authorized to receive \$205,506, however; a new formula was used by the District in assessing funding authorizations for each recipient. Funding then went down by \$28,812 leaving a new contribution level of \$176,694. Funding amounts at this point can change depending upon the formula and taxes received. Currently there is approximately \$1,519,385 for six (6) large libraries in the District. The amount of secondary taxes collected from the Cottonwood area amounts to approximately \$167,985. Contribution amounts are dependent upon a formula based approach as shown on page 15 of the "Library Support Agreement" document.

JUSTIFICATION/BENEFITS/ISSUES

To provide all citizens of Yavapai County services provided through the Cottonwood Public Library. To abide by the guidelines set by the Yavapai Free Library District for services rendered.

COST/FUNDING SOURCE

All funding for this agreement would be provided by the Yavapai County Free Library District.

ATTACHMENTS:

Name:	Description:	Type:
 Library District Network Agreement FINAL.pdf	Library District Service Agreement	Cover Memo
 Res2664.doc	Resolution Number 2664	Cover Memo

LIBRARY SUPPORT AGREEMENT

Yavapai Library Network

THIS AGREEMENT is made and entered into this _____, 2012, by and between Yavapai County Free Library District (hereinafter the "DISTRICT") and _____, (hereinafter the "MEMBER LIBRARY").

RECITALS

WHEREAS, the DISTRICT was established in 1987 pursuant to ARS § 48-3901 for the purpose of supporting and facilitating the provision of library services within the boundaries of Yavapai County; and

WHEREAS, the DISTRICT is a political taxing subdivision of the State of Arizona and has all the powers, privileges and immunities granted generally to municipal corporations by the constitution and laws of this state; and

WHEREAS, the District has an agreement with the Department of Library, Archives and Public Records of the State of Arizona, hereinafter referred to as the "State Library," to provide library services within Yavapai County and the State of Arizona; and

WHEREAS, the District and various municipalities, boards and other entities recognize the need to cooperate in the provision of library services to the residents of the Yavapai County; and

WHEREAS, these same parties have historically formed a partnership known as the Yavapai Library Network (YLN) which was established in 1985 to better serve the needs of the residents for library services in Yavapai County through the use of technology having common standards; and

WHEREAS, these same parties acknowledge the value derived in the provision of services from economies of scale that are created by mutual cooperation and resource sharing bind themselves together with the DISTRICT to form a consortium of public, school, academic, and special Libraries (hereinafter the "NETWORK"); and

WHEREAS, the Parties have determined that it is in their mutual interest to enter into an agreement whereby the DISTRICT shall provide equipment, data services and support and related library services to the MEMBER LIBRARY subject to the terms and conditions set forth herein.

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Responsibilities of the District.** The DISTRICT hereby agrees to
 - a. Act as host and fiscal agent to ensure continued delivery of library services to the MEMBER LIBRARY and to facilitate the stability and operation of the NETWORK.
 - b. Assign, within budgetary and resources limitations, technical and management staff as deemed sufficient to meet the normal service requirements of the NETWORK and the MEMBER LIBRARY. Examples of such services include routine system maintenance, upgrades, backups and recovery.
 - c. Timely notify all MEMBER LIBRARIES of system changes and scheduled system outages.
 - d. Work cooperatively with vendors, MEMBER LIBRARIES and other involved parties to ensure compliance with industry standards and to ensure the success of on-going system operations.
 - e. Provide dedicated hardware and software resources to be housed in a secure environment and incorporating sufficient network bandwidth to allow MEMBER LIBRARIES to readily access the resources of the NETWORK.
 - f. Provide periodic operational status reports as required to fully inform MEMBER LIBRARIES of the nature, type and status of services being rendered by the DISTRICT.
 - g. Provide individual data, not covered under normal operation of the NETWORK, to any MEMBER LIBRARIES, subject to additional charges as set forth in Attachment A.
 - h. Provide for all operational costs of the NETWORK.
 - i. Gather statistics and other information as required for establishing fiscal-year based billing amounts payable by MEMBER LIBRARIES to ensure the continuity of the NETWORK. Statistics will be based on a complete calendar year.
 - j. Provide MEMBER LIBRARIES an estimated annual cost of operation assessment with anticipated benefits for the MEMBER LIBRARY no later than January 15 of each year during the initial term of this Agreement or renewals thereof.
 - k. Provide to each MEMBER LIBRARY, no later than March 15 of each year during the initial term of this agreement or renewals thereof an annualized invoice for services to be rendered to reflect allocation of costs as shown in the Formula for Shared Costs (Attachment A - Model for Annual Assessment).
 - l. Provide technical management services for NETWORK systems including maintenance and systems administration that support the operation of the ILS (Integrated Library System).
 - m. With the advice and recommendations of the NETWORK STEERING Committee apply enhancements to the ILS as deemed necessary.
 - n. Notify the MEMBER LIBRARIES of any decision by the DISTRICT to withdraw from oversight of and/or participation in the NETWORK no less than 1 year prior to the effective date of any such decision.
 - o. Except as expressly specified in this agreement, the DISTRICT shall save, hold harmless and indemnify the MEMBER LIBRARY and its officials, employees and agents against all expenses, liabilities and claims of every kind arising from any intentional or negligent act or omission by the DISTRICT or the DISTRICT's officials, employees and agents.

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

- 2. Responsibilities of the MEMBER LIBRARY.** The MEMBER LIBRARY hereby agrees to
- a. Adhere to all duly established rules and guidelines governing the functioning of the NETWORK STEERING Committee.
 - b. Comply with Executive Order #99-4 (dated January 29, 1998) concerning non-discrimination in employment.
 - c. Protect the security and access to the catalog and further agrees to comply with the Yavapai Library Network protocols with regard to cataloging as outlined in the YLN Cataloging Manual; to requirements for conversion and authority control and to supplemental inclusion of foreign or locally constructed databases; and comply with industry cataloging standards and techniques in order to ensure compatibility with the standards and practices of the DISTRICT and the NETWORK.
 - d. To adhere to Intra-library loan document delivery procedures as outlined in the YLN Circulation Manual.
 - e. Maintain the privacy and confidentiality of Library users and comply with all privacy laws including those specifically applicable to students as covered under by Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) . Violations of user privacy may be subject to civil penalties and criminal prosecution.
 - f. Contribute bibliographic and holdings data into the ILS.
 - g. Provide access to its catalog of shared items that will be available for use by the MEMBER LIBRARIES.
 - h. Participate in the functions and activities of the NETWORK STEERING Committee which shall act as a general oversight and guidance body.
 - i. Allocate financial resources as determined to be necessary for the stability, growth and enhancement of the Network and its MEMBER LIBRARIES pursuant to the provisions of (Attachment A - Model for Annual Assessment)
 - j. Pay promptly any/all fees and charges as established herein no later than 30 days following receipt of an invoice for said fees or charges.
 - k. Work cooperatively with staff assigned by the DISTRICT, pursuant to this Agreement, and collaborate prior to the acquisition by the MEMBER LIBRARY of any/all hardware or software intended to interface with the NETWORK systems. This is to ensure proper functionality and compatibility for the MEMBER LIBRARY. The DISTRICT shall reserve the right to decline to connect any hardware and/or software determined by the DISTRICT, in its sole discretion, to be out of compliance with the functionality specifications or compatibility requirements of the NETWORK.
 - l. Designate an individual who can maintain computer problems resolution and who is responsible for consulting with the YLN support staff in regard to matters relating to the operation of the automated system. This person shall be referred to as the TECHNICAL CONTACT.
 - m. Purchase, operate and maintain at its sole expense its own circulation, cataloging, and public access stations as well as telecommunications equipment. All equipment that interfaces directly with the NETWORK services shall be evaluated by NETWORK staff to ensure compatibility.
 - n. Provide its own Internet connection with sufficient bandwidth to meet its own needs and any requirements as established by the DISTRICT or the NETWORK pursuant to this Agreement.

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

- o.** Notify the DISTRICT of any decision by the MEMBER LIBRARY to withdraw from oversight of and/or participation in the NETWORK no less than 6 months prior to the effective date of any such decision.
- p.** Except as expressly specified in this agreement, the MEMBER LIBRARY shall save, hold harmless and indemnify the DISTRICT and the DISTRICT officials, employees and agents against all expenses, liabilities and claims of every kind arising from any intentional or negligent act or omission by the MEMBER LIBRARY or the MEMBER LIBRARY's officials, employees and agents.
- 3. Annual Assessment.** In consideration of the DISTRICT's provision of services pursuant to Section 1 of this Agreement, the MEMBER LIBRARY shall pay an annual assessment to the DISTRICT with the amount to be determined annually as set forth in (Attachment A - Model for Annual Assessment).
- 4. NETWORK STEERING Committee.** The MEMBER LIBRARY shall designate a representative to serve on the committee. The composition and function of the NETWORK STEERING Committee is described in greater detail in (Attachment C – Network Steering Committee).
- 5. Additional Responsibilities of certain MEMBER LIBRARY.** A MEMBER LIBRARY that is a Public Library associated with an incorporated municipality shall in addition to the assumptions of responsibilities as in section 2 hereby agree to the following additional conditions:

 - a.** Provide equal access to use the library facilities and services to all the residents of the County and provide core services free of charge to the same. These free core services shall include: borrowing privileges and computer use if available.
 - b.** The Public Library and the District shall cooperate in planning and implementing resource sharing activities acceptable to the District and the Public Library. Shared resources shall be free of cost to the residents except in the case of inter-library loans where the lender is outside of the NETWORK. In that case postage recovery costs for library materials sent to any and from any library may be passed on to the Library user limited to a total cost of \$6.00 per item or transaction.
 - c.** All library materials purchased with DISTRICT funds for the Public Library are the property of the Public Library.
 - d.** All DISTRICT funds, including contributions, that are declared for a specific purpose are to be used solely for that purpose. An annual written accounting shall be made to the DISTRICT by the MEMBER LIBRARY describing the manner and use of DISTRICT funds by the end of the fiscal year. Funds unused within the given fiscal year shall be forfeit to the DISTRICT.
- 6. Annual Contribution Eligibility for Certain Public Libraries.** A MEMBER LIBRARY that is a public Library associated with an incorporated municipality may be eligible to participate in the distribution of funds and services from the portion of jurisdiction's tax levy according to the formula as set forth in (Attachment B - Model for Annual Contribution to Public Libraries).
- 7. Term of Agreement.** The initial term of this Agreement shall commence on _____ 2012, and shall terminate on June 30, 2013. Thereafter, it shall be automatically renewed for successive one-year terms unless terminated or non-renewed as provided herein.

LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK

8. Termination/Non-Renewal

- a. Early Termination.** This Agreement may be terminated at any time by mutual agreement of the parties.
- b. Termination for Breach.** In the event of a breach of any term or condition of this Agreement by any Party, the Party claiming breach shall provide written notice to the Breaching Party, said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of the Breaching Party's receipt of notice, this Agreement shall terminate, at the option of the Party alleging breach.
- c. Non-Renewal.** Except as otherwise expressly provided herein, written Notice of Intent not to renew this Agreement shall be provided by the non-renewing Party to the other Party no later than thirty (30) days before June 30 of the fiscal year in which said notice is provided.
- d. Residual Obligations.** Unless otherwise expressly agreed by the Parties all obligations of the Parties, including payment of charges and fees, for the fiscal year during which termination or non-renewal is effective shall remain in full force and effect and binding on the respective Parties, except where covered under A.R.S. Section 38-511.

9. Miscellaneous Provisions

- a. Entire Agreement.** This Agreement contains the entire agreement between the parties and no modifications to the terms and conditions of the lease shall be binding upon the Parties unless evidenced by a written agreement approved and executed by the MEMBER LIBRARY and the DISTRICT.
- b. Severability.** The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.
- c. Applicable Law.** The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.
- d. Notices.** Notices to be sent pursuant to this Agreement shall be sent certified mail, postage prepaid to the following addresses:

District:

Yavapai County Free Library District
1971 Commerce Center Circle, Suite D
Prescott, AZ 86301

Member Library:

or to such other addresses as the parties may officially designate in writing.

- e. Assignment.** Neither Party shall assign or otherwise convey any right or obligation as set forth in this Agreement or any interest thereof without the express written consent of the other Party.
- f. Conflict of Interest.** This Agreement is subject to cancellation in accordance with ARS §38-511, the pertinent provisions of which are incorporated herein.

LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK

- g. Governing Law.** Any disputes regarding this agreement shall be governed by and construed in accordance with the laws of the state of Arizona, excluding its choice of law provisions.

The parties shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government, bureau, or department applicable to the performance of the services described herein and agree to provide all cooperation reasonably necessary for such compliance.

- h. Scrutinized Business Operations.** Pursuant to A.R.S. §35-391.06 and 35-393.06, the Parties certify that they do not have a scrutinized business operation in Sudan or Iran. For the purposes of this paragraph the term “scrutinized business operation” shall have the meanings set forth in A.R.S. §35-391 or and 35-393, as applicable. If either Party determines that the other Party submitted a false certification, the Party may impose remedies as provided by law including cancellation or termination of this Agreement.

LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the date first above written.

APPROVALS

County: Yavapai County Free Library District

By _____
Chairman, Board of Directors Date

ATTEST:

Clerk, Board of Supervisors Date

APPROVED AS TO FORM:

Deputy County Attorney Date

Member Library: _____

By _____
Title _____
Date _____

ATTEST:

Clerk Date

APPROVED AS TO FORM:

Counsel for Member Library Date

LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK

Attachment A

Model for Annual Assessment

The annual assessment calculation is in five parts: **Annual Capital Assessment, Annual Project Assessment, Total Annual Assessment, Overall NETWORK Assessment Proportions, and Individual Library Assessment Ratios.** Each part is reflected in tables A-1 thru A-5. An example scenario is illustrated in tables A-6 thru A-9.

The first part is calculating the base amount that will be assessed to the MEMBER LIBRARIES that constitute the NETWORK for future technological needs. This value shall be hereafter the base annual assessment.

This amount is calculated based upon the anticipated financial needs of the NETWORK for some future technology pursuant to the annual technology plan as provided by the COUNTY as part of the annual assessment and benefit statement to be provided to the MEMBER LIBRARY each January 15.

This annual assessment shall in effect act as a sinking fund to ensure the stability and future viability of the NETWORK.

Therefore, the base annual contribution amount shall be based upon the following formula:

Table A-1- Capital Assessment

Calculations for Capital Assessment	Formula
Total estimated future costs (Capital expenses such as an ILS upgrade)	Amount
Number of years in the future between this year and the year of the anticipated expense	Years
Annual Capital Assessment Amount	Capital = Amount / Years

The NETWORK STEERING COMMITTEE may elect to implement special projects planned for the subsequent year(s) in the future or form a contract to implement a special service over several years through the DISTRICT. All estimated expenses associated with these projects, as approved by the NETWORK STEERING COMMITTEE, shall be assessed in the year the expense is incurred as part of the annual assessment. These costs shall be treated as planned and budgeted for the upcoming fiscal year with the understanding that the NETWORK shall reimburse the DISTRICT for all costs during that year as they are deemed above and beyond the operation of the NETWORK and shall be apportioned by adding these estimated and approved costs to the Annual Capital Assessment.

Table A-2- Projects Annual Assessment

Calculations for Project Assessment	Formula
Total estimated Project costs	Amount
Number of years in the future between this year and the year of the anticipated expense or the number of years the project is anticipated to continue	Years
Annual Project Assessment Amount	Project = Amount / Years

LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK

The Total Annual Assessment is determined by combining Annual Capital Assessment and the Annual Project Assessment.

Table A-3 Total Annual Assessment

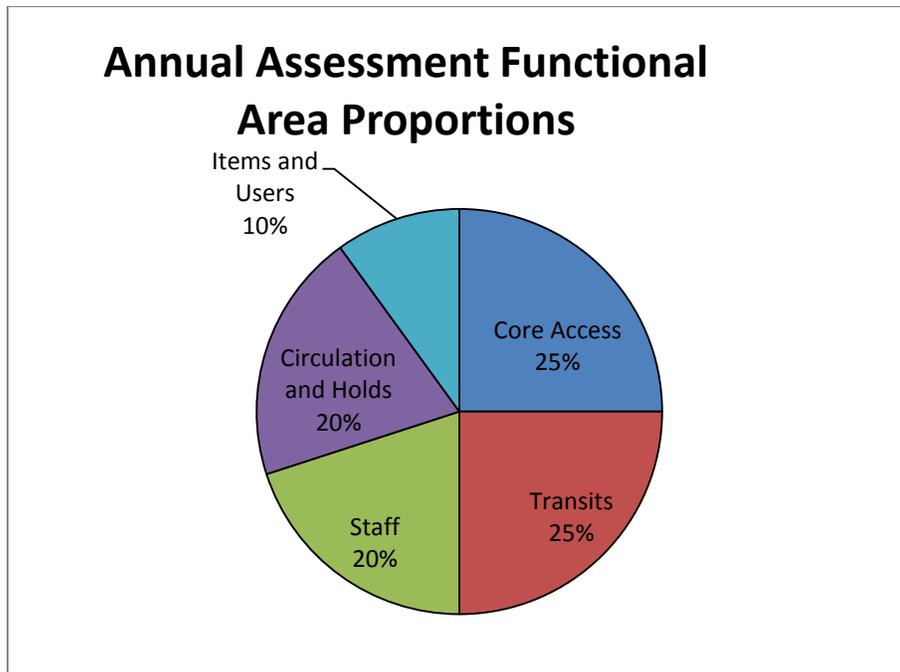
Calculations for Total Annual Assessment	Formula
Annual Capital Assessment	Base
Annual Project Assessment	Projects
Total Annual Assessment	Total Annual = Base + Projects

The Annual Assessment then is allocated to the individual MEMBER LIBRARIES according to a combination of proportions (weights) and ratios that reflect the size and activity of the MEMBER LIBRARY relative to the other members of the NETWORK. The purpose of this allocation method is to best possible allocating costs in an equitable manner based upon library performance and access.

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

Table A-4- FUNCTIONAL AREA PROPORTIONS

Calculations for Annual Assessment Amount	Proportions																		
Core Access – basic access to the ILS (Integrated Library System)	25%																		
Transits (intra-library loans) between MEMBER LIBRARIES	25%																		
<p>Staff - The number of staff includes: paid staff, volunteers, and students using the ILS (Integrated Library System) to perform staff functions such as check in, check out, user registration, etc. Staff not performing system functions such as custodians will not be considered in the equation. In this hypothetical example, volunteers, student workers, and employees of Library A combine to equal 2 FTE.</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th><u>Position</u></th> <th><u>Hours</u></th> <th><u>FTE</u></th> </tr> </thead> <tbody> <tr> <td>Volunteers</td> <td>10</td> <td>0.25</td> </tr> <tr> <td>Student Helper</td> <td>10</td> <td>0.25</td> </tr> <tr> <td>Part-time employee</td> <td>20</td> <td>0.50</td> </tr> <tr> <td>Full-time Employee</td> <td>40</td> <td>1.0</td> </tr> <tr> <td>Total</td> <td>80</td> <td>2.0</td> </tr> </tbody> </table>	<u>Position</u>	<u>Hours</u>	<u>FTE</u>	Volunteers	10	0.25	Student Helper	10	0.25	Part-time employee	20	0.50	Full-time Employee	40	1.0	Total	80	2.0	20%
<u>Position</u>	<u>Hours</u>	<u>FTE</u>																	
Volunteers	10	0.25																	
Student Helper	10	0.25																	
Part-time employee	20	0.50																	
Full-time Employee	40	1.0																	
Total	80	2.0																	
Circulation/Holds – items checked out and renewed (circulated) items and filled holds (library user or staff requested reservations) placed on library items.	20%																		
Collection/Users - the number of items in the collection held and the number of active users of the MEMBER LIBRARY	10%																		
Total of all proportions.	100%																		



**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

Each MEMBER LIBRARY then is assessed based upon their **relative ratio** of each of these areas.

Table A-5- INDIVIDUAL LIBRARY AREA SPECIFIC RATIOS

Calculations for Annual Assessment Amount	Ratio
Core Access	CoreRatio = 1 / Total Number of Libraries
Transits	TransitsRatio = Member Transits / Total Transits
Staff	StaffRatio = Member Staff / Total Staff
Circulation/Holds – items checked out and renewed (circulated) items and filled holds (library user or staff requested reservations) placed on library items.	CircHoldRatio = (Member Circulation + Member Holds) / (Total Circulation + Total Holds)
Collection/Users - the number of items in the collection held and the number of active users of the MEMBER LIBRARY	CollectionUserRatio = (Member Collection + Member Users) / (Total Collection + Total Users)

The annual assessment amount that will be distributed among the MEMBER LIBRARIES shall be assessed based upon this formula yearly and MEMBER LIBRARIES notified pursuant to this Agreement, Section 1 and subsection k.

This formula is subject to change based upon the dynamic nature of emerging technologies and their impact on the libraries. For example the shifts from tangible to intangible assets, such as going from physical books to electronic books (eBooks).

This formula is also subject to change based upon requests for additional resources and services from recommendations of the Network Steering Committee. These additional resources and services may impact the need for additional funds in the current year and in the future.

Changes to this formula will be communicated during the annual renewal period through written notification from the DISTRICT to the MEMBER LIBRARY.

The annual assessment for each MEMBER LIBRARY would be decided according to the following formula:

$$\begin{aligned}
 & \text{INDIVIDUAL MEMBER LIBRARY ASSESSMENT} \\
 & = \text{Sum of the } (\text{TOTAL ANNUAL ASSESSMENT} \\
 & \times \text{FUNCTIONAL AREA PROPORTION}) \\
 & \times \text{INDIVIDUAL LIBRARY AREA SPECIFIC RATIO}
 \end{aligned}$$

Example: using the formula as given above with fictional values the result is as follows.

Step 1) Calculate the Annual Capital Assessment

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

Table A-6- Example Annual Capital Assessment

ILS Upgrade in FY15-16	\$ 600,000
Number of years	4
Net annual assessment	\$ 150,000

Step 2) Calculate the Annual Project Assessment

Table A-7- Example Approved Project with a Multi-Year Annual Project Assessment

Ebook subscription until FY15-16	\$ 100,000
Number of years	4
Net annual assessment	\$ 25,000

Step 3) Calculate the Total Annual Assessment

Table A-8- Example Total Annual Assessment

Net Annual Assessment	\$ 150,000
Projects	\$25,000
Total annual assessment	\$ 175,000

Step 4) Calculate the individual library assessment.

Table A-9- Example Library Assessment for their portion of the \$175,000

Example Library Assessment						
Functional Area	Overall Proportion of Annual Assessment	Overall Annual Assessment	NETWORK Functional Area Totals	LIBRARY Functional Area Inputs	LIBRARY Ratio	LIBRARY Assessment
Core Access	25%	\$ 43,750.00	40	1	2.500%	\$ 1,093.75
Transits	25%	\$ 43,750.00	236,701	1707	0.721%	\$ 315.51
Staff	20%	\$ 35,000.00	144.185	10	6.936%	\$ 2,427.44
Circulation and Holds	20%	\$ 35,000.00	2,580,605	17235	0.668%	\$ 233.75
Items and Users	10%	\$ 17,500.00	1,306,893	46805	3.581%	\$ 626.74
Total	100%	\$175,000.00				\$ 4,697.19
LIBRARY % of Total						2.684%

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

Attachment B

Model for Annual Contribution to Public Libraries

The Municipality for the given Public Library and the DISTRICT acknowledge that the services to be performed by the Public Library have a value to the residents of Yavapai County. The DISTRICT while under no obligation may provide a monetary contribution to the Public Library pursuant to A.R.S. 11-904. The amount of the contribution that the DISTRICT may provide to assist in the operation of the Public Library is as follows:

The annual contribution calculation is in two parts. The first part is calculating the amount that will be available to the Public Libraries. This amount is calculated as being the total taxes collected less the costs of operating the DISTRICT and the operation of the NETWORK.

Therefore, the general annual contribution total amount shall be based upon the following formula:

Calculations for Funds Available	
Total Tax Revenue Collected	Taxes
Operating Costs of the DISTRICT	District
Operating Costs of the NETWORK	Network
Total Funds Available	Taxes - (District + Network)

The formula for distribution shall be as presented in the following matrix that is applied to the funds available.

1. Five percent (5%) of the total funds available will be the base amount and apportioned to the Public Library based on the ratio of the number of Public Libraries associated with incorporated municipalities participating.
2. Five percent (5%) of the total funds available and apportioned based on the population of the incorporated municipality that is responsible for the Public Library divided by the total population of the County.
3. Fifty percent (50%) is based on total net assessed value of the property of the incorporated municipality that is responsible for the Public Library divided by the total net assessed value of the County.
4. Twenty percent (20%) is based on total amount of the circulation including renewals and intra-library loans received by the Public Library divided by the total number of the same for all of the libraries.
5. Ten percent (10%) of contribution is based on total number of active users of the Public Library divided by the total number of the same for all of the libraries.
6. Ten percent (10%) of contribution is based on total number of items held by the Public Library divided by the total number of the same for all of the libraries.

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

The MEMBER LIBRARY may choose to have the DISTRICT withhold a portion of the contribution for special projects that will be funded by the DISTRICT through reimbursement. Monies not expended by the MEMBER LIBRARY at the end of the April shall be forfeit back to the DISTRICT. The DISTRICT shall withhold from the contribution the annual assessment as defined in Attachment – A.

The annual contribution shall be distributed one-half in November and the balance in May less any withholding. The DISTRICT will provide a statement with the estimated contribution amount to the MEMBER LIBRARY no later than February of each year.

This formula is subject to change based upon the changing natures of emerging technologies and their impact on the libraries, shifts in population and changes in local governance.

Changes to this formula will be communicated during the annual renewal period through written notification from the DISTRICT to the MEMBER LIBRARY.

Therefore the contribution matrix is as follows:

Contribution Ratios	Weight	Member Library Ratio	Resultant
Basic Amount of Contribution	5%	1 / Total Number of Public Libraries Participating	Weight * Ratio * Funds Available
Population	5%	Member Population / Total Population of County	Weight * Ratio * Funds Available
Assessed Value	50%	Member Total Assessed Value / Total Assessed Value of County	Weight * Ratio * Funds Available
Circulation + Intra-Library Loans	20%	Member Circulation/Total Circulation	Weight * Ratio * Funds Available
Active Number of users	10%	Member users / Total users	Weight * Ratio * Funds Available
Items In MEMBER LIBRARY Collection	10%	Member Items / Total Items	Weight * Ratio * Funds Available
TOTAL	100%		Sum is the Member Annual Contribution

**LIBRARY SUPPORT AGREEMENT
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

Example: using the formula as given above with fictional values the result is as follows.

Calculations for Funds Available	
Total Tax Revenue Collected	\$ 2,500,000
Operating Costs of the DISTRICT	\$ 1,000,000
Operating Costs of the NETWORK	\$ 300,0000
Total Funds Available	\$ 1,200,000

Number of Public Libraries: 5	Total	Member Library
Population	211,000	36,250
Assessed value	\$ 200,000,000	\$ 25,000,000
Circulation	2,500,000	500,000
Users	150,000	25,000
Items	1,250,000	100,500

The resulting contribution for the Public Library would then be as follows:

Contribution Ratios	Weight	Member Library Ratio*	Resultant
Basic Amount of Contribution	5%	(1 / 5) = 20%	\$ 12,000
Population	5%	(36,250 / 211,000) = 17%	\$ 10,308
Assessed Value	50%	(25,000,000 / 200,000,000) = 13%	\$ 75,000
Circulation = (loans + Inter-Library Loans)	20%	(500,000 / 2,500,000) = 20%	\$ 48,000
Active Number of Users	10%	(25,000 / 150,000) = 17%	\$ 20,000
Items In MEMBER LIBRARY Collection	10%	(100,500 / 1,250,000) = 8%	\$ 9,648
TOTAL	100%		\$ 174,956

* Percentages are rounded for simplicity in this example.

LIBRARY SUPPORT AGREEMENT MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK

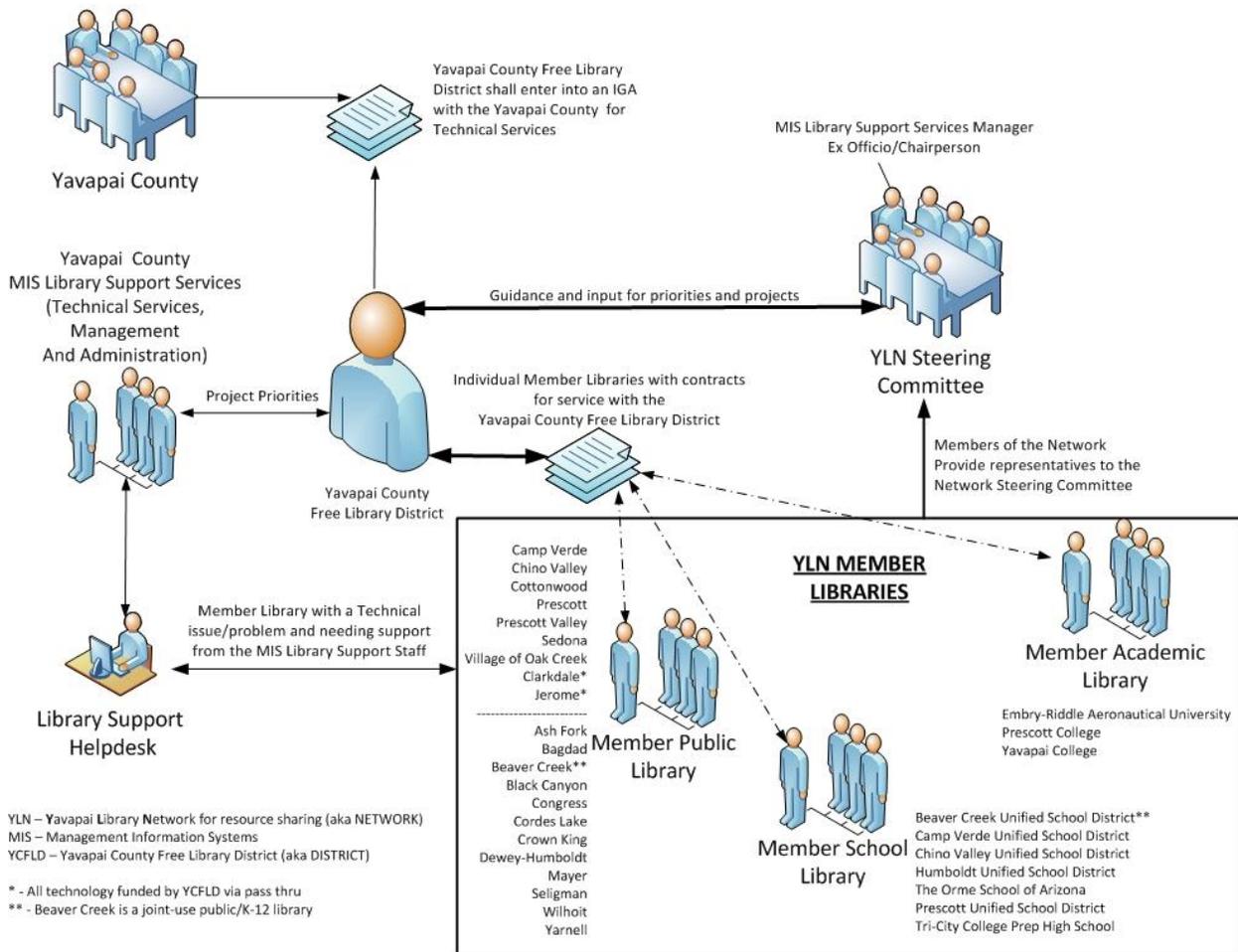
Attachment C

NETWORK STEERING COMMITTEE

The NETWORK STEERING Committee is a body that serves the needs of all the MEMBER LIBRARIES. It is composed of representatives of the Library District, Public Libraries, Public and Private Schools, Colleges and Universities. Each MEMBER LIBRARY (signatory on this agreement) has a single representative seat on the committee. This representative is selected by the MEMBER LIBRARY to represent their interests and needs for library services.

The MIS Library Network Manager and the County MIS Director are ex-officio officers of the board.

This body is advisory in nature and helps the Library District Director in establishing priorities and the direction of the NETWORK. All decisions of the Committee must be ratified by the Library District Director who has sole authority over spending.



RESOLUTION NUMBER 2664

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPROVING A LIBRARY SUPPORT AGREEMENT WITH THE YAVAPAI COUNTY FREE LIBRARY DISTRICT TO PROVIDE LIBRARY DISTRICT FUNDS FOR THE COTTONWOOD PUBLIC LIBRARY.

WHEREAS, the DISTRICT was established in 1987 pursuant to ARS § 48-3901 for the purpose of supporting and facilitating the provision of library services within the boundaries of Yavapai County; and

WHEREAS, the District has an agreement with the Department of Library, Archives and Public Records of the State of Arizona, to provide library services within Yavapai County and the State of Arizona; and

WHEREAS, the City, pursuant to A.R.S. § 9-411 through § 9-420, operates and maintains a library; and

WHEREAS, the District and the City recognize the need to cooperate in the provision of library services to the residents of the Yavapai County, and have determined that it is in their mutual interest to enter into an agreement whereby the District shall provide equipment, data services and support and related library services to the Cottonwood Library; and

WHEREAS, pursuant to A.R.S. §48-3901 and §11-903, the parties are authorized to enter into this agreement for library services for the benefit of the citizens of the District.

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

THAT, the Library Support Agreement with the Yavapai County Free Library District is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 2ND DAY OF OCTOBER 2012.

RESOLUTION NUMBER 2664
Page 2

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:	October 2, 2012
Subject:	Proposed changes to the fare structure for Cottonwood Area Transit / Verde Lynx
Department:	Community Services
From:	Bruce Morrow, Transportation Manager

REQUESTED ACTION

Approval of the new fare structure to include new monthly passes for CAT and Para-Transit, along with an increase in the cost of the monthly pass for the Verde Lynx.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: I move that the Council approve the request for the proposed changes to the fare structure for CAT/Verde Lynx transit system as presented.

BACKGROUND

The Transportation Department began operating the CAT/Verde Lynx system July 1, 2012. The department opted to operate under the same fare structure and options that NAIPTA had instituted when it operated the service. Since operations began, staff has been monitoring the service and collecting comments from the passengers about changes that the community would like to see made in the service. One of the biggest issues was the lack of a monthly pass for the customers for both the CAT fixed route service and the CAT paratransit service. Additionally, it was determined that the cost for the Lynx monthly pass was less than half the cost for the service if a person paid for 2 trips a day for an average 21 work days per month. It was arguably the best deal in transit anywhere. This change brings the cost more in line with industry standards and still provides about a 30% cost savings over buying the same rides individually. Additionally, the savings would increase the more the individual rides the bus, which is a win/win in the transit business. In the same line of reasoning, the proposed All Access Monthly Pass and the All Access Daily Pass would also allow a new option for riders as it combines the two services into one pass that would allow them unlimited rides on both services without having to have exact change for each ride. This has also been identified as an issue for the riding public.

JUSTIFICATION/BENEFITS/ISSUES

The benefits to the transit department are two-fold. First, if people can be induced to use the passes rather than cash in the farebox the potential for short fares decreases. On busy days, it is

difficult for the driver to ensure that the riders have put the correct fare in the box. This is especially true on the very busy Lynx buses. Secondly, it would provide additional revenues as people become used to the passes and tell others that perhaps have not ridden because of the need for exact change. A third benefit is that it will make reconciling the farebox monies with the passenger counts. The biggest benefit is the goodwill fostered by providing an option for the public that they have requested. The biggest issue would be the printing of the passes. If we use the same printers we already use for our passes, the setup charges would be minimal as they already have the logos for both CAT and Lynx. The new CAT passes can be styled after the Lynx passes, thus keeping the costs down.

COST/FUNDING SOURCE

There would be minimal cost for advertising the new fares. The cost for printing the new passes is estimated to be between \$500-\$600 dollars for the setup, printing, and shipping to CAT. This would be included in our funding from ADOT as an operational expense as identified in the Section 5311 Grant Budget for marketing/advertising of the CAT/Lynx Systems.

ATTACHMENTS:

Name:	Description:	Type:
 BUS FARES CHART.docx	Proposed Fare Changes for CAT/Lynx	Backup Material

CURRENT BUS FARES

Fixed Route

Regular Fare	\$1.25
All Day Pass	\$3.00
Day Pass Vouchers	\$3.00
20 – Trip Pass	\$25.00

ADA PARATRANSIT

Regular Fare	\$2.25
LITS Fare.....	\$1.00 Cash Only
20 – Trip Pass.....	\$45.00
10 – Trip Pass	\$22.50

Verde Lynx

Cash Fare	\$2.00
One Trip Voucher.....	\$1.00 Cash Only
In Sedona Trip.....	\$1.00
Monthly Pass	\$40.00
20 Trip Pass	\$40.00

NOTES:

Addition of CAT Monthly pass due to customer request. Increase to LYNX monthly pass due to very much undercharging for the pass. Regular charges would be (\$2.00x2 tripsx21 work days=\$84). Monthly pass is currently less than ½ price. All Access Passes allow rides system wide, all day. Paratransit did not have a monthly option.

PROPOSED BUS FARES

Fixed Route

Regular Fare	\$1.25
All Day Pass	\$3.00
Day Pass Vouchers.....	\$3.00
20 – Trip Pass.....	\$25.00
Monthly Pass.....	\$40.00

ADA PARATRANSIT

Regular Fare	\$2.25
LITS Fare (Cash Only)	\$1.00
20 – Trip Pass.....	\$45.00
10 – Trip Pass	\$22.50
Monthly Pass	\$75.00

Verde Lynx

Cash Fare	\$2.00
One Trip Voucher (Cash Only).....	\$1.00
Within Sedona.....	\$1.00
Monthly Pass.....	\$60.00
20 Trip Pass.....	\$40.00

All Access (CAT+Lynx, all you can ride!)

Daily Pass.....	\$7.50
Monthly Pass.....	\$80.00

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	October 2, 2012
Subject:	Resolution Number 2665-2667.
Department:	City Clerk
From:	Diane Joens, Mayor

REQUESTED ACTION

Consideration of Resolutions brought forward as a result of the Greater Arizona Mayor's Association (GAMA) last meeting held on August 30, 2012.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: "I move to approve Resolution Number 2665 supporting the repeal of Arizona House Bill 2826." "I move to approve Resolution Number 2666 supporting the repeal, accelerated sunset and/or nonrenewal of Arizona House Bill 2643." "I move to approve Resolution Number 2667 urging the Arizona Legislature to renew its support of the Arizona State Parks System."

BACKGROUND

At the last Greater Arizona Mayors' Association held on August 30, 2012, during the annual League of Arizona Cities and Towns conference, the attendees asked the chair to create sample resolutions to present to all GAMA member city councils for their consideration regarding the following bills that were approved during the last legislative session. HB 2826 (consolidated election dates; political subdivisions)--This measure requires that, beginning in 2014, cities and towns must hold all candidate elections (except recall elections and special elections to fill a vacancy) in the fall election cycle of even-numbered years. A county election officer is permitted to use a unified ballot format in all-mail ballot elections. Note: Because alternative expenditure limitation elections, also known as home rule elections, must be held at the same time as candidate elections, all home rule elections will be on the ballot in the fall of even-numbered years beginning in 2014. GAMA members unanimously agreed to work together as an entity to repeal 2826. Resolution Number 2665 supports the repeal of Arizona House Bill 2826. HB 2643 (duty related injury; police officer)--This measure requires any political subdivision or state agency that employs a public safety employee on a full-time basis and meeting certain criteria outlined in this policy to have in place a supplemental benefits plan (SBP or "plan") for public safety employees. To become eligible for benefits under the plan, the public safety employee must have been injured in the line of official duty to the extent he or she cannot perform the functions of the position and must be receiving workers' compensation benefits pursuant to A.R.S. 23-1041. The plan must be structured to provide

wage reimbursement and other benefits from the employer to approximate the public safety employee's pre-injury base salary, minus taxes, for up to a six-month period. The employer can choose to extend the supplemental benefits for up to an additional six months for a total of one calendar year. A.R.S. 38-961 is specific as to certain benefits that must be provided under the plan. A.R.S. 38-961 takes effect on August 2, 2012 and is set for repeal September 30, 2014. The council approved a supplemental benefit program for public safety officers at its regular meeting of August 7, 2012, as required by this new law. GAMA members unanimously agreed to work together as an entity to request that the legislature accelerate the sunset of HB 2643. GAMA will need to find a legislator to carry such a bill. Resolution Number 2666 supports the repeal, accelerated sunset and/or nonrenewal of Arizona House Bill 2643. GAMA members also unanimously agreed to work together as an entity and chose Arizona State Parks as the issue they will work on this next legislative session. They asked the chair to create a sample resolution that could be presented to all GAMA member city councils for their consideration. Resolution Number 2667 urges the Arizona Legislature to renew its support of the Arizona State Parks System.

JUSTIFICATION/BENEFITS/ISSUES

Cities and Towns call upon the Arizona Legislature to respect the authority of cities and towns to govern their communities free from legislative interference and the imposition of regulatory burdens. HB 2826 (consolidated election dates; political subdivisions) creates challenges with the Local citizens must be able to decide when they wish to hold their city elections. Every community is unique. As it stands, HB 2826 interferes with Home Rule, or the alternative expenditure limitation option. The Home Rule option allows Cottonwood residents to determine an appropriate expenditure limitation and allows voters to approve these expenditure limitations every four years. Current elected officials may have to serve a longer term, and the repeal of this bill would solve all of these issues. Local control is best. HB 2643 creates a situation where an employee would make a higher salary staying home than coming to work. While the bill had good intentions, it was poorly vetted and little understood at the legislature. Arizona State Parks are a treasure for residents and tourists alike, bringing dollars and jobs to the Verde Valley and State of Arizona. Cities and Towns continue to ask the State Legislature to support State Parks and their value to residents, visitors, the economy and environment.

COST/FUNDING SOURCE

ATTACHMENTS:

Name:	Description:	Type:
10-2-12 GAMA Minutes Excerpt.doc	GAMA Meeting Minute Excerpt	Cover Memo
Res2665.docx	Resolution Number 2665	Cover Memo
Res2666.doc	Resolution Number 2666	Cover Memo
Res2667.doc	Resolution Number 2667	Cover Memo

Excerpt of the GAMA Minutes Pertaining to the Discussion Regarding Resolutions

Thursday, August 30, 2012

Cottonwood Mayor and GAMA Chair Diane Joens called the meeting to order at 2:30 p.m. The meeting was held at the Hyatt Regency Scottsdale Resort at Gainey Ranch during the 2012 League of Cities and Towns Conference.

Mayor Joens began the discussion of HB 2826. She reported on information she received from Arizona League of Cities and Towns Director Ken Strobeck. The Department of Justice has ruled that HB 2826 does not restrict any minority voting rights so they will not object to its implementation. The cities of Tucson and Phoenix are likely to challenge 2826 on the basis of their own local charter authority. Non-charter cities and towns do not have solid legal standing to challenge the law. There will need to be cleanup legislation in the next session to remove conflicting sections of statute and to provide for Home Rule elections for cities and towns that would be caught without spending authority. The legislature may also take action to provide for the change in council terms. There has been some discussion of introducing legislation to repeal the entire statute but chances of that passing are very low; there has also been discussion of introducing a bill that provides a population threshold for the bill, allowing smaller communities to remain on the spring cycle. There has been no agreement on that position.

Mayor Joens shared that the staff of the League of Cities and Towns had proposed a resolution as follows:

"HB 2826 (Laws 2012, Chapter 353) requires that cities and towns hold all candidate elections in the fall election cycle of even years. Multiple technical issues associated with implementation of this law must be addressed by clarifying legislation. Issues regarding the length of terms for incumbent Council Members, alternative expenditure limitation renewal elections and municipal incorporation elections need clarity before the law takes effect in 2014. Although HB 2826 must overcome review and preclearance by the Justice Department (as well as possible court challenges), *this resolution would empower League staff to pursue needed changes to address significant shortcomings of the new statute. These changes will be absolutely necessary to ensure that the new law doesn't create dire, unintended consequences.*"

However, Mayor Joens said members of the League Resolutions Committee did not think the resolution went far enough, and voted unanimously on Tuesday to direct League staff to work toward **total repeal** of the bill.

GAMA members unanimously agreed to work together as an entity to repeal 2826. They asked the chair to create a sample resolution that could be presented to all GAMA member city councils for their consideration.

Mayor Joens asked Cottonwood City Manager Doug Bartosh to provide a summary of HB 2643: Duty related injury; police officer, as supported by Rep. John Kavanagh. Mr. Bartosh said he spent 30 years in law enforcement and supports law enforcement issues. He doesn't understand how this bill got through under the radar. It says police officers injured in line of duty have to be made whole according to what the State Legislature deems whole. Cities have always provided 2/3 of the salary from Workers' Compensation, and employees would further be made whole with sick leave and vacation pay making up the other third. The new legislation requires cities to make up the one-third in pay rather than leave. Cities will also be required to pay the employees' public safety retirement contribution. This situation could encourage employees to stay home. It sunsets in 2014. Mr. Tarkowski stated using incentives for

somebody not to come to work doesn't make sense. Mr. Bartosh said if somebody runs out of sick leave, cities have programs to make people whole, including the donation of sick leave from other employees. This bill just went too far. Mr. Bartosh said there are also organizations like the 100 Club that help injured public safety employees. Rep. Fann said she would check for more information about how this bill made it through the legislature.

GAMA members unanimously agreed to work together as an entity to request that the legislature accelerate the sunset of HB 2643. They asked the chair to create a sample resolution that could be presented to all GAMA member city councils for their consideration. GAMA will need to find a legislator to carry such a bill.

GAMA members unanimously agreed to work together as an entity and chose Arizona State Parks as the issue they will work on this next legislative session. They asked the chair to create a sample resolution that could be presented to all GAMA member city councils for their consideration.

RESOLUTION NUMBER 2665

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, SUPPORTING THE REPEAL OF ARIZONA HOUSE BILL 2826.

WHEREAS, Arizona cities and towns with populations of fewer than one hundred and seventy-five thousand persons are currently authorized to hold regular elections, including local candidate elections on any of the four consolidated election dates set forth in Arizona Revised Statutes Section 16-204.B; and

WHEREAS, House Bill 2826 requires that, beginning in 2014, all regular elections, including local candidate elections may be held only in the Fall election cycle of even-numbered years; and

WHEREAS, many cities and towns with populations of fewer than one hundred and seventy-five thousand persons have established election cycles that provide for the election of local candidates during a Spring election cycle, or in the Fall of odd-numbered years; and

WHEREAS, House Bill 2826 will significantly disrupt the current election cycles in those cities and towns with populations of fewer than one hundred and seventy-five thousand persons where candidates are elected during a Spring election cycle, or in the Fall of odd-numbered years, and cause the terms of many incumbent elected officials to be artificially extended for as long as eighteen months or more beyond the terms for which they were duly elected; and

WHEREAS, many cities and towns operate under alternative expenditure limitations that are approved by the voters of those cities and towns every four years on the same ballot as local candidate elections, in accordance with Article 9, Section 20 of the Arizona Constitution; and

WHEREAS, HB 2826 will prevent the cities and towns whose candidate elections are currently held at times other than the Fall election cycle of even-numbered years from timely renewing their alternative expenditure limitations, which could result in a substantial diminution and disruption of essential public services; and

WHEREAS, the election of local candidates and the timing and continuity of alternative expenditure limitation elections are matters of local concern; and

RESOLUTION NUMBER 2665

Page 2

WHEREAS, House Bill 2826 is inimical to the concept of local control over matters of local concern;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Cottonwood, Arizona, as follows:

1. That the City of Cottonwood, Arizona expressly disapproves of House Bill 2826 and its usurpation of local control over the timing of local candidate elections as well as the timing and continuity of alternative expenditure limitation elections.
2. That the City of Cottonwood, Arizona supports and urges the repeal of House Bill 2826.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA, THIS 2ND DAY OF OCTOBER 2012.

Diane Joens, Mayor

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steven B. Horton, Esq.
City Attorney

RESOLUTION NUMBER 2666

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, SUPPORTING THE REPEAL, ACCELERATED SUNSET AND/OR NONRENEWAL OF ARIZONA HOUSE BILL 2643.

WHEREAS, House Bill 2643 requires cities and towns to establish a supplemental benefits plan for public safety employees that requires cities and towns to expend significant additional funds to compensate public safety employees who meet the eligibility criteria for enrollment in that plan at a time of reduced/declining municipal revenues; and

WHEREAS, the supplemental benefits plans that cities and towns are required to establish under House Bill 2643 provide eligible employees with substantially more total compensation than such employees will make when they return to work, and thus provide a disincentive to returning to work as soon as is reasonably possible; and

WHEREAS, House Bill 2643 requires cities and towns to treat injured public safety employees who are injured at work more favorably than other municipal employees who are injured at work, thus creating two classes of employees; and

WHEREAS, House Bill 2643 constitutes an unfunded mandate on local government;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cottonwood, Arizona, that the City of Cottonwood, Arizona expressly disapproves of House Bill 2643, and urges the Arizona Legislature to either repeal it, provide for an accelerated sunset date, or at a minimum, not renew it beyond its current sunset date of September 30, 2014.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 2ND DAY OF OCTOBER 2012.

Diane Joens, Mayor

RESOLUTION NUMBER 2666
Page 2

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steven B. Horton, Esq.
City Attorney

RESOLUTION NUMBER 2667

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, URGING THE ARIZONA LEGISLATURE TO RENEW ITS SUPPORT OF THE ARIZONA STATE PARKS SYSTEM.

WHEREAS, Arizona's state parks contain unique and irreplaceable ecosystems, wildlife, and historic and natural resources, and constitute an essential part of what makes Arizona the extraordinary place it is, both for its residents and for visitors from around the country and around the world; and

WHEREAS, while the Arizona parks system requires approximately \$30 to \$34 million per year to operate, it generates more than \$266 million in annual economic activity and supports more than 3,000 jobs, primarily in Arizona's rural communities; and

WHEREAS, the Arizona Legislature provides no General Fund support for the state park system, and has in recent years diverted more than \$15 million in park revenues away from the system; and

WHEREAS, the gate/admission fees at Arizona State Parks are already among the highest in the United States; and

WHEREAS, the Arizona state park system is now in immediate peril due to a lack of sufficient funding for park operations, as well as deferred maintenance and capital improvement projects totaling approximately \$200 million; and

WHEREAS, nineteen of the State's 31 state parks and natural areas are open to the public only because other public and private individuals, groups and entities have stepped forward to provide short-term, temporary support for park operations on seasonal and shortened schedules; and

WHEREAS, the State has an obligation to ensure that current and future generations of Arizonans are able to enjoy the natural splendor, historic heritage and outdoor recreational opportunities offered at Arizona's state parks and recreational areas;

RESOLUTION NUMBER 2667

Page 2

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cottonwood, Arizona, as follows:

That the Arizona State Legislature is urged to renew and restore its previous support for the Arizona state park system - including but not limited to the immediate and permanent termination of funding "sweeps"; a modest amount of General Fund support; restoration of the Heritage Grant program; and the institution of an optional, opt-out state park fee as part of the vehicle registration process - so that the parks of this state can remain open, properly maintained and safe, so as to preserve the recreational, cultural, historical and economic opportunities they provide to the state, its people, and its rural communities.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 2ND DAY OF OCTOBER 2012.

Diane Joens, Mayor

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steven B. Horton, Esq.
City Attorney

CLAIMS REPORT OF OCTOBER 2, 2012

FUND TOTAL	VENDOR NAME	DESCRIPTION	TOTAL \$0.00
CLAIMS EXCEPTIONS REPORT OF OCTOBER 2, 2012			
FUND	VENDOR NAME	DESCRIPTION	TOTAL
All	City of Cottonwood	Payroll 09/28/12	\$429,551.24
Utilities	Larry Green Chevrolet	PO 19175 Truck for Utilities	\$23,281.41
Airport	Mercfuel	PO 19173 Airport Fuel	\$39,268.86
Capital	Mulcaire & Sons Contracting	PO 19177 Riverfront Park Drainage	\$25,978.53
Utilities	US Postmaster	Postage Meter Replenish	\$5,350.00
Gen	VV Humane Society	Annual Kennel Fees	\$29,295.00
Gen	Waste Management	PO 19143 Transfer Station Hauling	\$5,399.70
Gen	WCD Enterprises, LLC	PO 19173 Custodial July 2012	\$10,241.70
Utilities	Various Vendors - AIAC Reimbursements	AIAC - Reimbursements	\$112,334.74
All	APS	Utilities	\$14,227.86
All	AZ Public Employers Health Pool	Premiums September 2012	\$146,049.54
Hurf Utilities	Blucor Contracting Inc	PO 19119, PO19148 Mingus Ave	\$107,189.34
Gen	Cottonwood Chamber of Commerce	Bed Tax August 2012	\$9,506.69
All	Cottonwood Municipal Utilites	Utilities	\$6,890.63
Utilities	D&K Farming	PO 19045 Sludge Hauling	\$6,101.16
Gen	Larry Green Chevrolet	Reimbursement August 2012	\$13,378.56
Capital	RAM Masonry Construction	PO 19184 RF Baseball Slope Rehab	\$30,589.44
Utilities	Superior Tank	PO 19188 1st payment on installation of three new tanks	\$141,132.27
All	United Fuel	Fuel	\$8,023.90
TOTAL			\$1,163,790.57