

A G E N D A

SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD DECEMBER 14, 2010, AT 6:00 P.M., AT THE COTTONWOOD COUNCIL CHAMBERS BUILDING, LOCATED AT 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

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

- I. CALL TO ORDER.
- II. ROLL CALL.

ITEMS FOR DISCUSSION, CONSIDERATION, AND POSSIBLE LEGAL ACTION.

- 1. LETTER OF SUPPORT FOR THE CLARKDALE SUSTAINABILITY PARK.
- 2. RESOLUTION NUMBER 2553--AUTHORIZING THE PURCHASE OF A PARCEL OF REAL PROPERTY ALONG MINGUS AVENUE FROM DEL MONTE ENTERPRISES LLC, TO FACILITATE THE WIDENING OF MINGUS AVENUE AND THE INSTALLATION OF A RIGHT-TURN LANE ONTO STATE HIGHWAY 89A.
- 3. LIQUOR LICENSE APPLICATION FOR EXTENSION OF PREMISES FOR ROBIN BREAN, LICENSEE FOR THE BLAZIN' M RANCH II LOCATED AT 1875 MABERY RANCH ROAD.

- III. ADJOURNMENT

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A G E N D A

WORK SESSION OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD TO BE HELD DECEMBER 14, 2010, IMMEDIATELY FOLLOWING THE SPECIAL MEETING SCHEDULED ABOVE.

- I. CALL TO ORDER
- II. ROLL CALL
- III. ITEMS FOR DISCUSSION, CONSIDERATION, AND POSSIBLE DIRECTION TO STAFF:
  - 1. PROPOSED REALIGNMENT OF MAIN STREET THROUGH OLD TOWN.
  - 2. DEMONSTRATION OF IPADS FOR POSSIBLE USE BY CITY COUNCIL.
- IV. ADJOURNMENT

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

The Cottonwood Council Chambers is accessible to the disabled in accordance with Federal "504" and "ADA" law. Those with needs for special typeface print or hearing devices may request these from the City Clerk (TDD 634-55 requests must be made 24 hours prior to the meeting.

There is no communication form for this item.

City of Cottonwood, Arizona  
City Council Agenda Communication



Meeting Date: December 14, 2010

**Subject: Resolution 2553, Authorizing the Purchase of Certain Real Property Along Mingus Avenue from Del Monte Enterprises, LLC for Use as Public Right of Way and to Enable the Construction of a Right-Turn Lane onto State Highway 89A**

Departments: Legal; Development Services; Administration

From: Steve Horton, City Attorney; Dan Lueder, Development Services General Manager; Doug Bartosh, City Manager

**REQUESTED ACTION**

Approval of Resolution 2553, authorizing the purchase of certain real property along the northwest side of Mingus Avenue near its intersection with State Highway 89A from Del Monte Enterprises LLC for use as public right-of-way, and for the construction of a right-turn lane onto the highway.

**SUGGESTED MOTION**

"I move to approve Resolution 2553, authorizing the acquisition of certain real property along Mingus Avenue from Del Monte Enterprises LLC for the purchase price of \$75,000.00 and other consideration; to authorize staff to negotiate a final purchase agreement; and to authorize the Mayor to execute the purchase agreement on the City's behalf once it is finalized."

**BACKGROUND**

The City has been working to acquire certain parcels of land along Mingus Avenue in connection with the ongoing Mingus Avenue widening/improvement project. As part of this effort, staff has reached a tentative agreement with Del Monte Enterprises LLC (Andy Groseta) for the purchase of one such parcel, consisting of approximately 7,700 square feet of land along the northwest side of Mingus Avenue at its intersection with State Highway 89A. Subject to Council approval, the purchase price will be \$75,000.00, and the City will pay for all escrow

and recording fees and costs. In addition, the City will install two curb cuts for the benefit of the seller's property along Mingus Avenue, and provide the seller with a potable water tap, reclaimed water tap, and sanitary sewer tap at each curb cut. The taps are being provided to avoid having to cut the new pavement to provide these services in the future and will be stubbed out of the paved area.

The acquisition of this parcel will enable the City to widen Mingus Avenue at its junction with State Highway 89A, and to construct a planned right-turn lane at this location, which will significantly improve traffic flow onto the highway from Mingus Avenue.

The seller has insisted that the transaction be completed before the end of the year, and staff is working to finalize a purchase agreement - a draft of which is attached - and close the transaction by December 31.

### **JUSTIFICATION/BENEFIT/ISSUES**

The acquisition of this parcel will enable the City to widen Mingus Avenue at its junction with State Highway 89A, and to construct a planned right-turn lane at this location, which will significantly improve traffic flow onto the highway from Mingus Avenue. The parcel acquisition also makes installation of the new potable water and reclaimed water lines possible in this section of roadway which has numerous utility lines already present.

### **COST/FUNDING SOURCE**

HURF Fund

### **REVIEWED BY**

City Manager: 

City Attorney: 

### **ATTACHMENTS**

Resolution 2553

Draft Purchase Agreement

RESOLUTION NUMBER 2553

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF A PARCEL OF REAL PROPERTY ALONG MINGUS AVENUE FROM DEL MONTE ENTERPRISES LLC, TO FACILITATE THE WIDENING OF MINGUS AVENUE AND THE INSTALLATION OF A RIGHT-TURN LANE ONTO STATE HIGHWAY 89A.

WHEREAS, the City Council finds that it would be in the City's best interest to acquire that certain parcel of real property along the northwest side of Mingus Avenue at its intersection with State Highway 89A more particularly described in Exhibit A to this Resolution, to enable the City to widen Mingus Avenue at that location and to install a right-turn lane onto the highway; and

WHEREAS, a sales price of \$75,000.00 and other material terms of the purchase have been agreed upon between City staff and the Seller, subject to the negotiation of a final purchase agreement;

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

1. That the City Manager and City Attorney are hereby authorized and directed to negotiate a final purchase agreement for the purchase of that certain parcel of real property located along the northwest side of Mingus Avenue at its intersection with State Highway 89A more particularly described as "Exhibit A" to this Resolution for the purchase price of \$75,000.00 and other consideration, and upon the successful conclusion of those negotiations, to have the necessary documents prepared for execution by the Mayor; and
2. That the Mayor is hereby authorized to execute any and all necessary documents to complete the purchase on behalf of the City in accordance with the final terms set forth therein.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 14TH DAY OF DECEMBER 2010.

RESOLUTION NUMBER 2553  
Page 2

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Diane Joens, Mayor

ATTEST:

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Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

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Steven B. Horton, Esq.  
City Attorney



Expires 9/30/2022

Exhibit A to Resolution Number 2553

**LEGAL DESCRIPTION**  
**Groseta Right-of-Way to City of Cottonwood**  
**Mingus Avenue to Highway 89-A**  
**SWI Project #08139**

A parcel of ground lying in Section 33, Township 16 North, Range 3 East, G.&S.R.M., Yavapai County, Arizona being a portion of that land shown on an ALTA survey recorded in Book 153 of Land Surveys, Pages 61-62 in the County Recorder's Office, Yavapai County, Arizona (used as a basis for this description and hereafter referred to as R1), this parcel now described as follows:

Commencing at a 1-inch iron pipe accepted as the Center of Section 33 on R1;

Thence South 89°19'37" East (Basis of Bearings per adjusted GPS observations) 637.70 feet (South 89°19'34" East 637.69 feet per R1) to a ½ inch open pipe;

Thence South 00°06'48" East 81.06 feet (South 00°06'55" East 80.94 feet per R1) to a non-tangent point of curvature on the northwesterly right-of-way line of Mingus Avenue as recorded in Book 381 of Official Records, Pages 276-277, the central point of said non-tangent curve bears South 29°28'16" East (South 29°29'04" East per R1) 633.20 feet;

Thence along said non-tangent curved right-of-way line in a southwesterly direction on a curve to the left through a central angle of 11°19'34" an arc length of 125.17 feet to a ½" rebar with plastic cap stamped "LS 31017" at a point on said curve, said monument being the True Point of Beginning;

Thence continuing along said curved right-of-way line in a southwesterly direction on a curve to the left through a central angle of 14°33'11" an arc length of 160.83 feet (160.90 feet per R1) to a ½" rebar with plastic cap stamped "LS 31017";

Thence South 35°00'19" West along said right-of-way line a distance of 155.41 feet (South 35°01'24" West 155.41 feet per R1) to a ½" rebar with obliterated cap at a non-tangent point of curvature, the central point of which lies North 55°08'37" West 686.25 feet;

Thence along said non-tangent curved right-of-way line in a southwesterly direction on a curve to the right through a central angle of 13°50'48" an arc length of 165.85 feet to an aluminum capped ADOT monument in concrete at Station 123+57.65;

**LEGAL DESCRIPTION**

**Groseta Right-of-Way to City of Cottonwood  
Mingus Avenue to Highway 89-A  
SWI Project #08139**

Thence North 85°54'58" West 21.26 feet (North 86°00'20" West 21.24 feet per R1) to an aluminum capped ADOT monument in concrete at Station 123+42.68 on the northeasterly right-of-way line of State Route 89-A;

Thence North 40°31'08" West (North 40°31'03" West per R1) along said right-of-way line a distance of 19.98 feet;

Thence South 85°54'58" East 21.22 feet to a non-tangent point of curve, the central point of which lies North 41°30'05" West 704.18 feet;

Thence along said non-tangent curve to the left in a northwesterly direction an arc length of 169.55 feet;

Thence North 38°37'18" East 148.08 feet to a non-tangent point of curve, the central point of which lies South 55°22'28" East 643.20 feet;

Thence along said non-tangent curve to the right in a northeasterly direction an arc length of 163.02 feet to a point of intersection with the northeasternmost line of the parcel depicted on R1;

Thence South 36°53'42" East (South 36°55'10" East per R1) along said line a distance of 10.50 feet to the True Point of Beginning, containing 7571 square feet, more or less.

Subject to all easements and rights-of-way that may affect the above described parcel.

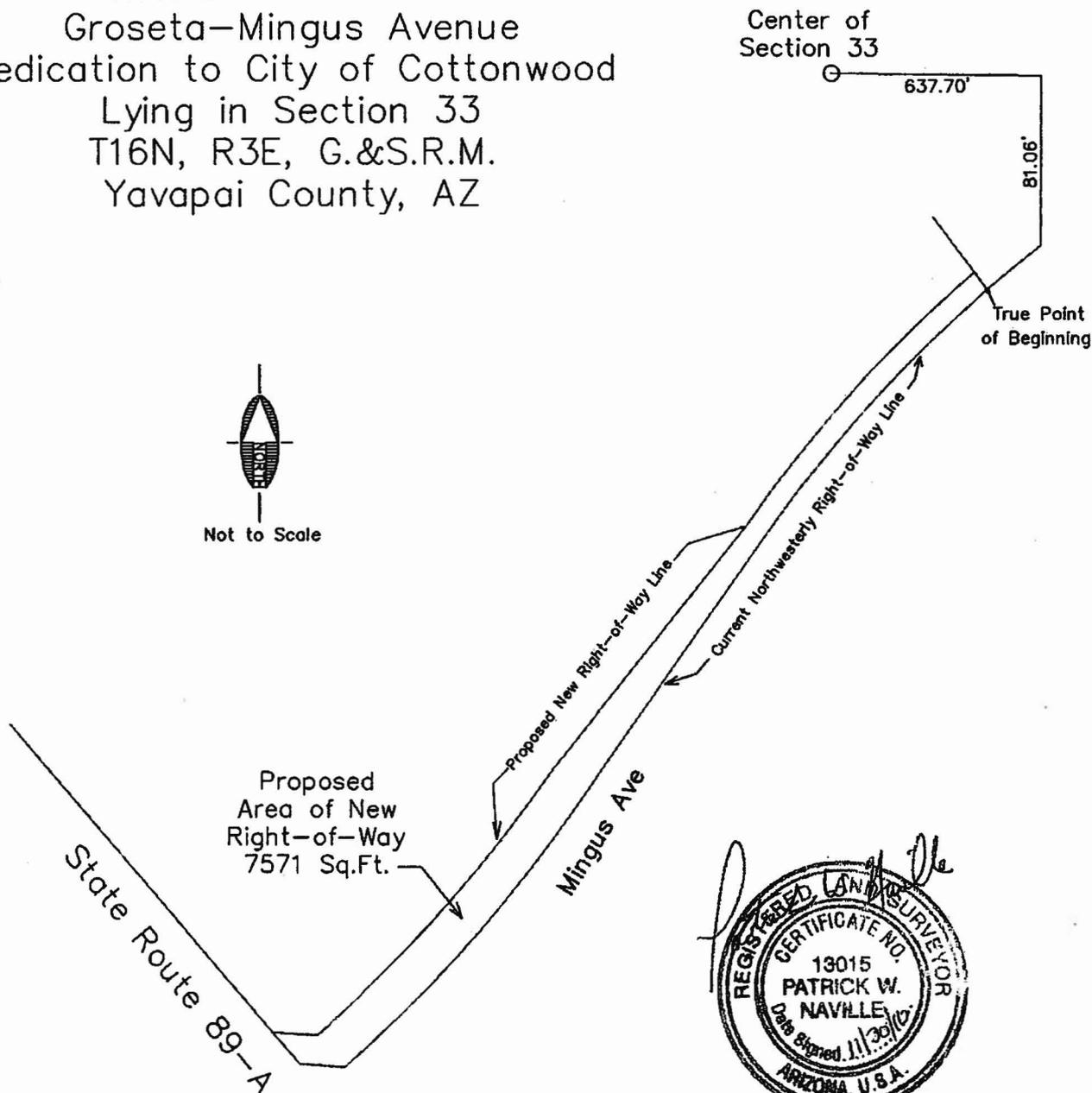


Expires 9 / 30 / 2012

PLOTTED: Nov 30, 2010-8:13am

FILE: P:\2008\08139\DWG\Groseta - Mingus Ave ROW Dedication 11-24-10 pwn.dwg <<Unnamed Profile>>

EXHIBIT DRAWING TO ACCOMPANY  
 LEGAL DESCRIPTION  
 Groseta-Mingus Avenue  
 Dedication to City of Cottonwood  
 Lying in Section 33  
 T16N, R3E, G.&S.R.M.  
 Yavapai County, AZ



Expires 9/30/2012



Shepherd & Wesnitzer, Inc.

75 Kallof Place  
 Sedona, AZ 86336  
 928.282.1061  
 928.282.2058 fax

www.swiaz.com

JOB NO: 08139  
 DATE: Nov. 2010  
 SCALE: AS SHOWN  
 DRAWN: PWN  
 DESIGN: N/A  
 CHECKED: PWN

City of Cottonwood Cottonwood  
 AZ

**EXHIBIT DRAWING**  
**Groseta/Mingus Ave**  
**Proposed ROW**

SHEET

**3**

OF  
3

REAL ESTATE PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Del Monte Enterprises, L.L.C., an Arizona limited liability company (hereinafter referred to as “Seller”), and the City of Cottonwood, Arizona, an Arizona municipal corporation (hereinafter referred to as “Buyer”).

RECITALS

- A. Seller is the fee simple owner of a portion of undeveloped real property situated within the City of Cottonwood, Yavapai County, Arizona, and more particularly described by the legal description attached as Exhibit “A” (hereinafter referred to as “Property”).
- B. Seller desires to sell and Buyer desires to purchase the Property upon the terms and for the consideration set out in this Agreement.
- C. Buyer has legal authority to enter into this Agreement pursuant to A.R.S. § 9-241.

IN CONSIDERATION of the mutual promises, covenants and conditions herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller and Buyer hereby agree as follows:

1. **Purchase Price.** The total purchase price shall be Seventy-Five Thousand Dollars (\$75,000.00).

2. **Closing.**

2.1 **Time for Closing: Last Day to Close.** The Transaction shall be closed in Yavapai County, Arizona. Buyer and Seller shall deposit in escrow with the closing agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. The date that this transaction closes is herein called the “Property Closing Date,” and shall be December 31, 2010.

2.2 **Prorations; Closing Costs.** Prorated taxes and assessments on the Property for the period up and until the Property Closing Date shall be paid by Seller at or before closing. Buyer shall pay the premium and other charges for the cost of standard coverage title insurance for Buyer’s required Title Policy. Buyer shall also pay at closing any Arizona or local documentary transfer tax or other Arizona transfer taxes or fees arising from the conveyance of the Property. Buyer shall pay all the escrow fee and recording charges.

2.3 **Buyer’s Conditions to Closing.** The closing of this Transaction is subject to and conditioned upon the satisfaction of, or Buyer’s written waiver of, the following conditions precedent in favor of Buyer, at or prior to the Property Closing Date:

(a) Buyer shall have received or the Title Company shall be unconditionally committed to issue a policy of title insurance dated the date the deed is recorded

and insuring Buyer's fee title to the Property in the amount of the Purchase Price free and clear of any exceptions other than the printed general exceptions and exclusions in the policy form.

(b) Each and all of the representations and warranties made by Seller hereof shall be true and correct as of the Property Closing Date.

(c) Buyer shall have received a survey of the Property, which is satisfactory to Buyer in all respects.

(e) Seller shall have delivered the deed and fully performed all of the material covenants that Seller, pursuant to the terms of this Agreement, has agreed to perform on or prior to the Property Closing Date.

**2.4 Seller's Conditions to Closing.** Seller's obligation to close shall be subject to and conditioned upon:

(a) Buyer's deposit of the Purchase Price funds with the closing agent on or before the Property Closing Date.

(b) The closing agent has not received instructions or conditions of closing from Buyer that are inconsistent with or in addition to those provided in this Agreement.

(c) Buyer shall have performed all of the material obligations required herein.

**3. Closing Documents.** At or prior to closing, Buyer and Seller shall execute and deliver to the closing agent the following:

**3.1** Seller shall duly execute, acknowledge and deliver to Buyer, at closing, a warranty deed, in recordable form, conveying good and marketable title to the Property free and clear of any defects, liens or encumbrances.

**3.2** If required by the closing agent, Seller shall execute and deliver a real estate transfer return, in form sufficient to satisfy Seller's obligations regarding the documentary transfer or real estate transfer tax (if any) owing upon the transfer of the Property.

**3.3** Buyer shall cause the Title Company to issue or be unconditionally committed to issue the Title Policy.

**3.4** Seller shall execute and deliver an assignment of all Seller's rights, interests, claims and privileges under any express or implied warranties or guaranties, benefitting the Property, any plans, specifications, and designs of the Property, any property insurance policies and claims, and any condemnation awards or rights to same pertaining to the Property.

**3.5** Buyer and Seller shall each execute and deliver such other documents as may be reasonably required to close the purchase and sale of the Property in accordance with this

Agreement.

4. **Title Insurance.** Within thirty (30) days after the date this Agreement is signed, Buyer will obtain a preliminary commitment for the Title Policy (the "Commitment") in the amount of the Purchase Price and issued by the Title Company, together with copies of all exceptions set forth therein. The Commitment (any supplements thereto) shall reflect no exceptions, unless agreed to in writing by Buyer. If the Commitment or any supplement thereto reflects any exceptions other than the standard printed exclusions and general exceptions in the policy form and the Permitted Exceptions, Buyer may elect to require Seller to remove such exceptions at Seller's sole expense at or prior to closing.

If Buyer elects to require Seller to remove such exceptions at or prior to closing by notice to Seller, then Seller's failure to remove such exceptions at Seller's sole expense by the Property Closing Date shall constitute a default by Seller, and Buyer may, in its sole discretion, pursue any one or more of the following remedies: bring suit for specific performance and/or damages; extend the Property Closing Date by a period that Buyer determines is reasonably required for the removal or endorsement over by the Title Company of such disapproved exceptions and reserving all rights, claims and remedies; and/or elect to close subject to such disapproved exceptions and retain all rights and remedies to recover damages from Seller after closing in an amount equal to the diminution in the value of the Property caused by such disapproved exceptions.

The Title Policy shall be dated as of the date the deed to Buyer is recorded, and shall insure Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Property and such other matters as are insured against by such policy and endorsements, subject only to the standard printed exclusions and general exceptions appearing in the title insurance policy form.

5. **Seller's Representations.** Understanding that Buyer is relying on the following representations and warranties, Seller makes the following representations and warranties which are agreed to constitute a material part of the consideration hereunder and which shall survive the closing.

5.1 To Seller's actual knowledge, there has been no production, discharge, disposal, or storage on, from, or onto the Property of any petroleum products or hazardous waste, hazardous materials, or other toxic substance or any activity which could have otherwise contaminated the Property or adjacent real property excepting the fuel or other products that may have incidentally leaked on or near the Property from vehicles and other equipment under normal operating conditions; and there is no proceeding or inquiry by any governmental agency with respect to contamination of the Property. To Seller's actual knowledge, the Property is in compliance with all federal, state, and local environmental laws and regulations. To Seller's actual knowledge, no environmental enforcement action exists with respect to the Property, nor does Seller have actual knowledge of any basis for such an action.

5.2 Seller is currently the sole owner of the Property and has full power, authority, and legal capacity to enter into the transaction contemplated by this Agreement, to

execute this Agreement and any and all other documents or instruments required in connection with this Agreement, and to carry out this Agreement and the transactions contemplated hereby.

**5.3** There are no leases, options, contracts, or rights of first refusal, recorded or unrecorded, affecting the Property. The Property is free and clear of any encumbrances, liens, or exceptions to title.

**5.4** No actions, lawsuits, proceedings, or claims are pending or threatened which would affect the Property, the value of the Property, Seller's ownership thereof, or the conveyance of ownership to the Buyer pursuant to the terms of this Agreement.

**5.5** There are no parties in adverse possession of the Property. There are no parties in possession of the Property except Seller, and no parties have been granted any license, lease, or other right relating to the use or possession of the Property.

**5.6** There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other laws for relief of debtors contemplated or filed by Seller or pending against Seller or affecting or involving the Property.

**5.7** Except for the obligations imposed by this Agreement, Buyer does not and shall not have any liability with respect to any claim, obligation, or liability (including attorney's fees and court costs) arising out of or related to the Property as a consequence of any act or failure to act by Seller prior to the closing.

**5.8** Seller is not prohibited from consummating the transaction contemplated by this Agreement, by any law, regulation, agreement, instrument, restriction, order, or judgment.

**5.9** There is no default, nor has any event occurred which, with the passage of time or the giving of notice or both would constitute a default in any contract, mortgage, deed of trust, lease, or other instrument which relates to the Property or which affects the Property in any manner whatsoever.

**6. Buyer's Representations.**

**6.1** Buyer represents that it has the legal authority and ability to enter into the transaction contemplated by this Agreement.

**6.2** Buyer represents to Seller that it has examined the Property, that it is fully satisfied with the physical condition thereof, excepting any latent defects, and that neither the Seller nor any representative of the Seller has made any representation or promise upon which Buyer has relied concerning the physical condition of the Property, except as to those representations expressly stated in this Agreement.

**7. Brokerage.** It is the expressed declaration of the Parties that no real estate

commissions will be due from Buyer to Seller or any other party resulting from the proposed sale of the Property. If any person or entity shall assert a claim to a finder's fee, brokerage commission, or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the Party hereto under whom the finder or broker is claiming shall indemnify and hold the other Party harmless from and against any such claim and all costs, expenses, and liabilities incurred in connection with such claim or any action or proceeding, including, but not limited to, attorney and witness fees and court costs in defending against such claim. This indemnity shall survive the closing or the cancellation of this Agreement.

**8. Time Periods.** Time is of the essence in this Agreement. If the last day of any time period hereunder or a date for performance referenced herein is a Saturday, Sunday or legal holiday, the last day of such specified period or such date for performance shall be extended to the next business day. In construing the Parties' intent with regard to this Agreement and the applicable terms of this Agreement, no greater or stricter construction of any term or provision hereof shall be asserted against a Party by reason of such Party's being the drafter or alleged drafter thereof.

**9. Default and Remedies.** If a Party defaults with respect to this Agreement, the non-defaulting Party may seek specific performance, or any other remedy specified herein or permitted in equity or at law. However, good faith participation in mediation is a condition precedent to any enforcement action or claim for breach. Said mediation will be conducted in Yavapai County by a mutually-agreed-upon mediator. However, if the Parties cannot agree to a mediator, either Party can request the appointment of a mediator through the Yavapai County Superior Court. If any action is brought by either party in respect to its rights under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs as determined by the court.

**10. Escrow.**

**10.1 Opening of Escrow.** Buyer shall open an escrow (the "Opening of Escrow") by delivering to the Cottonwood, Arizona, office of the Title Company, a copy of this Agreement. This Agreement, together with any additional instructions ("Instructions") hereinafter executed by the Parties, shall constitute the Escrow Holder's instructions in connection with the Escrow. In no event shall any Instructions modify the provisions of this Agreement except to the extent that such Instructions expressly state that they modify the provisions of this Agreement, and in the event of any inconsistency between the provisions of any Instructions and the provisions of this Agreement, the provisions of this Agreement shall govern.

**10.2 The Escrow Holder.** The duties of the Escrow Holder shall be as follows:

(a) To retain and safely keep all funds, documents and instruments deposited with it.

(b) To confirm that all conditions to the Closing specified in this Agreement have been met.

(c) Upon the Closing, to deliver to the Parties entitled hereto all funds, documents and instruments to be delivered through Escrow.

(d) Upon the Closing, to cause the recordation of the deed referred to herein with the Office of the Yavapai County Recorder.

(e) To comply with the terms of this Agreement and any additional instructions jointly executed by Buyer and Seller.

11. **Insurance.** Throughout the period between the date of this Agreement and the Property Closing Date, Seller shall maintain existing liability insurance on the Property.

12. **Conditions Subsequent to Closing.** Following the Property Closing Date, and at times deemed appropriate by the Buyer, the following actions shall be taken by the Buyer with respect to the Property:

12.1 **Curb Cuts.** Buyer, at its expense, will install two (2) curb cuts on the Property with locations and designs to be approved beforehand by Seller.

12.2 **Water Line Taps.** Buyer agrees to install two (2) 8" water line taps in the area of the curb cuts. Such water line taps shall be stubbed at the edge of the proposed new right-of-way at both curb cuts.

12.3 **Sanitary Sewer Taps.** Buyer agrees to provide two (2) 8" sewer taps to the edge of the proposed right-of-way at both curb cuts.

12.4 **Reclaimed Water Taps.** Buyer agrees to provide two (2) reclaimed water taps at both curb cuts.

12.5 **Right Turn Lane.** Buyer agrees to construct a right turn lane at the intersection of Mingus Avenue and State Route 89-A.

13. **Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511 and Buyer and Seller specifically state that neither is aware of any employee of Buyer who has any affiliation with Seller.

14. **Notices.** Notices shall be in writing and shall be given by personal delivery or by U.S. certified mail, return receipt requested, postage prepaid, addressed to Seller or Buyer, as applicable, at the addresses set forth below or at such other address as a party may designate in writing.

Seller: Del Monte Enterprises, L.L.C.  
P.O. Box 1619

Cottonwood, AZ 86326  
Attn: Andy Groseta

Buyer: City of Cottonwood  
827 North Main Street  
Cottonwood, AZ 86326  
Attn: Mr. Doug Bartosh, City Manager

15. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona, and litigation can only be brought within the Yavapai County Superior Court.

16. **Binding Effect.** This Agreement shall be binding and inure to the benefit of the Parties and their respective successors, assigns, representatives, affiliates, directors, members, officers, and insurers of the Parties.

17. **Severability.** If a court of competent jurisdiction makes a final determination that any term or provision of this contract is invalid or unenforceable, all other terms and provisions shall remain in full force and effect, and the invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and comes closest to expressing the intention of the invalid term or provision.

18. **Headings.** The headings of this Agreement are for the purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

20. **Merger.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations, and understandings, written or oral, are superseded by and merged in this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by Buyer and Seller.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement as of the date indicated above.

SELLER:

BUYER:

Del Monte Enterprises, L.L.C.

City of Cottonwood

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ARIZONA     )  
                                          ) ss.  
COUNTY OF YAVAPAI    )

The foregoing instrument was duly executed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF ARIZONA     )  
                                          ) ss.  
COUNTY OF YAVAPAI    )

The foregoing instrument was duly executed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

City of Cottonwood, Arizona  
City Council Agenda Communication



Meeting Date: December 14, 2010

Subject: Liquor License Application for Extension of Premises for Robin Brean, Licensee for the Blazin' M Ranch II.

Department: City Clerk

From: Marianne Jiménez, City Clerk

**REQUESTED ACTION**

Council consideration of recommending approval or denial of a Liquor License Application for Extension of Premises for Robin Brean, Licensee for the Blazin' M Ranch II located at 1875 Mabery Ranch Road.

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

"I move to recommend approval of the liquor license application for Extension of Premises for Robin Brean, Licensee for the Blazin' M Ranch II located at 1875 Mabery Ranch Road."

**BACKGROUND**

A Liquor License Application Extension of Premises was received from the Arizona Department of Liquor Licenses & Control for Robin Brean, Licensee for the Blazin' M Ranch II located at 1875 Mabery Ranch Road in Cottonwood.

**JUSTIFICATION/BENEFITS/ISSUE**

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

**REVIEWED BY:**

City Manager:



City Attorney: VSH

**ATTACHMENTS**

- Copy of the Liquor License Application for Extension of Premises for Robin Brean.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

Permanent change of area of service - Give specific purpose of change: To include All FENCED IN PROPERTY TO PROVIDE LIQUOR SERVING OPTIONS ON PROPERTY AND IN COPPER SPUR SUITE #8.

- 1. Licensee's Name: BREAN ROBIN LEE
2. Mailing Address: PO BOX 1544 Ogden UTAH 84402
3. Business Name: Copper Spur, LLC / BLAZIO M RAY II LICENSE #: 12133477 & 10133223
4. Business Address: 1875 Maberly Ranch Rd YAVAPAI AZ 86324
5. Business Phone: (877) 674-3838 Residence Phone: (928) 649-1859
6. Do you understand Arizona Liquor Laws and Regulations? [X] YES [ ] NO FAX # (928) 639-1653
7. Have you received approved Liquor Law Training? [ ] NO [X] YES When? 8-27-2010
8. What security precautions will be taken to prevent liquor violations in the extended area? SECURITY PERSONNEL AND THE ENTIRE PROPERTY IS FENCED
9. Does this extension bring your premises within 300 feet of a church or school? [ ] YES [X] NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

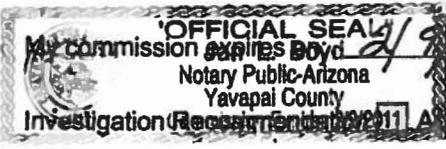
\*\*\*\*After completing sections 1-9, take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:
(Authorized Signature) (Title) (Agency)

I, ROBIN LEE BREAN, being first duly sworn upon oath, hereby depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

X ROBIN LEE BREAN State of ARIZONA County of YAVAPAI
SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date

2ND DECEMBER 2010
Day Month Year
Signature of NOTARY PUBLIC



Investigation Recommendation [ ] Approval [ ] Disapproval by Date:
Director Signature required for Disapprovals Date:

State of Arizona  
Dept. of Liquor Licenses and Control  
800 West Washington Fifth Floor  
Phoenix, Arizona 85007-2934

Re: Liquor License Application No. Series 12

To: Jill Wells

The liquor license application we submitted contained incomplete or incorrect data and we are resubmitting our application.

Enclosed you will find the \$100.00 application fee and the \$48.00 for two fingerprint cards.

Section 7. Added Verde Canyon Railroad and Member to David L. Durbano no.#7.  
Attached: Articles of Organization and Operating Agreement

Section 13. Completed #1 through #9.

Section 15. Diagram indicates the No. Series 12 This facility we are viewing as the entire enclosed (fenced) area as the Restaurant this is not traditional but this is a Ranch Style down home Western experience.

Restaurant Operation Plan

#4. The seating inside the Barn where people eat has the capacity of 280.  
Entire property can hold at least 400 people.

Menu includes Food and Beverage

Questionnaire for Robin Brean marked Controlling Person #1  
#12 Completed addresses, month and year.  
#19 Attached signed Statement

Questionnaire for David Durbano corrected #19  
#19 Attached signed Statement

Thank you,

Robin Brean

A handwritten signature in black ink that reads "ROBIN BREAN". The signature is written in a cursive style with large, bold letters.

Arizona Department of Liquor Licenses and Control  
800 West Washington, 5th Floor  
Phoenix, Arizona 85007  
www.azliquor.gov  
602-542-5141

**CERTIFICATE OF TITLE 4 TRAINING COMPLETION**

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

ROBIN BREAN

Full Name (please print)

Signature

August 27, 2010

Training Completion Date

August 26, 2013 (B); 2015 (M)

Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)

(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

- |                                         |                             |            |                                         |                                        |          |
|-----------------------------------------|-----------------------------|------------|-----------------------------------------|----------------------------------------|----------|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BASIC      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | ON SALE  |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | MANAGEMENT | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | OFF SALE |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BOTH       | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | OTHER    |

If Trainee Is Employed By A Licensee

ROBIN BREAN Copper Spur, LLC

Name of Licensee

Business Name

Liquor License #

**Alcohol Training Program Provider Information**

SCOTTSDALE COMMUNITY COLLEGE

#10893

Company or Individual Name (please print)

9000 East Chaparral Road

Address

Scottsdale

AZ

85256

( 480 ) 423-6322

City

State

Zip

Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

GARY WARD

Name of Trainer (please print)

[Signature]

Trainer Signature

August 27, 2010

Date

Pursuant to A.R.S. § 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following  
Owner(s)  
Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

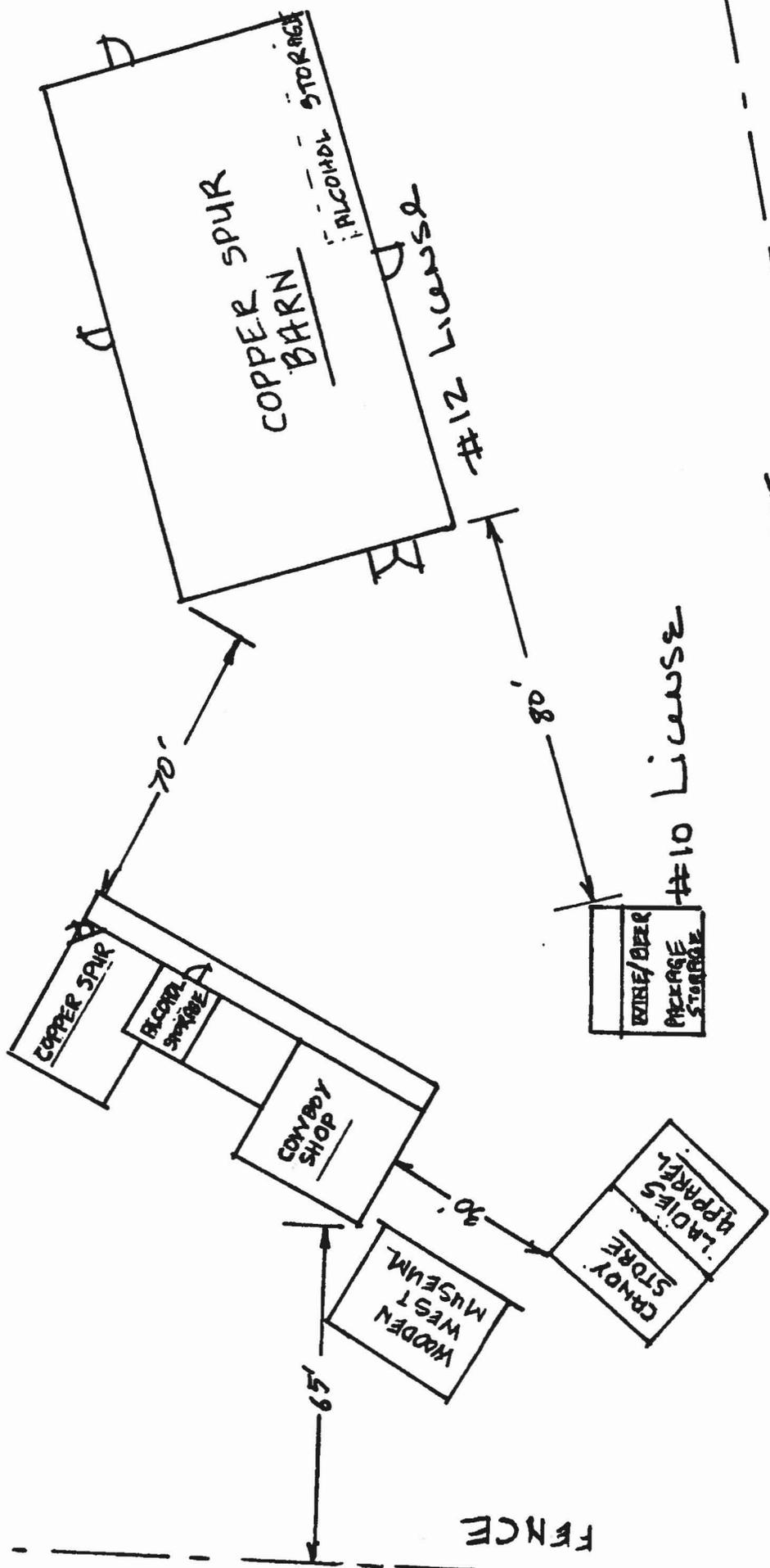
PARKING

GATED ENTRY

FENCE

FENCE

FENCE



FENCE

COPPER SPUR

City of Cottonwood, Arizona  
City Council Agenda Communication



Meeting Date: December 14, 2010  
Subject: **Proposed Main Street Realignment**  
Department: Engineering Department  
From: Troy Odell PE  
Morgan Scott

**REQUESTED ACTION**

Direction regarding realigning Main Street to enhance the old town district and City Hall square.

**BACKGROUND**

In 1989 a concept was proposed to the City to realign Main Street in front of City Hall in order to enhance the old town district and add a town square around City Hall. The concept was proposed by local architect Reynold Radoccia and former city manager Brian Mickelsen in order modernize the old town district and slow traffic traveling through the district.

As currently drawn the concept would slightly reduce the overall parking spaces but it would increase the walk ability and appeal of old town. Should Council direct staff to move forward with a feasibility study of this project every effort will be made to design more parking areas with the project.

**JUSTIFICATION/BENEFITS/ISSUES**

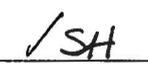
Renovate the old town district and create a city square area.

**COST/FUNDING SOURCE**

N/A

**REVIEWED BY:**

City Manager: 

City Attorney: 

**ATTACHMENTS**

- Image of proposed realignment



|                                                         | <b>Existing Spaces</b> | <b>Proposed Spaces</b> |
|---------------------------------------------------------|------------------------|------------------------|
| <b>On Street<br/>Parking Spaces</b>                     | <b>60</b>              | <b>49</b>              |
| <b>Finance, Council<br/>and Tavern<br/>Parking lots</b> | <b>61</b>              | <b>59</b>              |
| <b>Total</b>                                            | <b>123</b>             | <b>108</b>             |

City of Cottonwood, Arizona  
City Council Agenda Communication



Meeting Date: December 14, 2010  
Subject: **iPad Purchase for City Council.**  
Department: City Clerk  
From: Matthew McLean, Deputy City Clerk

**REQUESTED ACTION**

Discussion and direction regarding purchasing iPads for the City Council and immediate staff.

**BACKGROUND**

The Council may want to consider using iPads instead of laptop computers for Council meetings and work outside of the Council Chambers. The iPad allows the Council better portability for meetings outside of the Council Chambers. It would also help reduce the number of paper packets that are required for the City Council meetings.

Apple describes the iPad as follows: "The iPad is a high-performance system for everyone - in terms of style, portability, and performance - that provides a full set of advanced features in a stunning aluminum enclosure that is less than .5 inches thin and weighs just 1.5 pounds. All models feature a built in 25 watt hour rechargeable lithium polymer battery that provides up to 10 hours of battery life while surfing the web on Wi-Fi, watching video or listening to music. The iPad features a brilliant 9.7 inch LED-backlit glossy widescreen Multi -Touch display with IPS technology that makes it perfect for web browsing, watching movies, or viewing photos. The A4 chip inside the iPad was custom-designed by Apple engineers to be extremely powerful yet extremely power efficient. The performance is unlike anything you've ever seen on a touch-based device which makes the iPad fantastic for everything from productivity apps to games. At the same time, the A4 chip is so power efficient that it helps iPad get up to 10 hours of battery life on a single charge. iPad is available with a choice of 16GB, 32GB, or 64GB of flash storage, giving you lots of room for your photos, movies, music, apps, and more."

Staff will have an iPad to demonstrate to the Council as well as an application called iAnnotate. This application will allow the Council to take notes, highlight, flag and other like

items in a PDF packet. This application offers great tools that the Council may find very useful before, during, and after the meetings. The cost of the application is \$9.99.

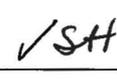
**JUSTIFICATION/BENEFITS/ISSUES**

The iPad is very portable and easy to carry and would allow the Council to operate remotely almost anywhere there is a Wi-Fi network available (such as most coffee shops and restaurants). Council Members can also check their email, review meeting packets, and access websites. They are extremely portable, unlike laptop computers. Battery life is very good for normal work and the screen is very reader friendly.

**COST/FUNDING SOURCE**

The current budget includes purchasing the City Council laptop computers for \$15,000. Through Mohave Educational Services, the Council could purchase a 10 pack of iPads for \$4,790. Each individual iPad can be purchased for \$499. The Council might want to consider buying the City Manager, City Attorney and City Clerk an iPad as well for use during the meetings. At a cost of \$4,790 for 10, that would be a potential savings of \$10,210 which then could be used for accessories for the iPads, such as docking stations, keyboards and cases.

**REVIEWED BY**

City Manager:  City Attorney: 

**ATTACHMENTS**

None.