

AGENDA

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD DECEMBER 17, 2013, AT 6:00 PM., AT THE 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. INTRODUCTION OF NEW EMPLOYEES
 - Emily Reed, Communications Specialist
 - Danny Figueroa, Police Officer
- VI. PRESENTATIONS
 - PRESENTATION REGARDING THE PROPOSED NEW ROUTES FOR THE COTTONWOOD AREA TRANSIT AND VERDE LYNX SYSTEMS.
- VII. 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.
- VIII. APPROVAL OF MINUTES
 - Regular Meeting of December 3, 2013.
 - Comments regarding items listed on the agenda are limited to a 5 minute time period per speaker.***
- IX. UNFINISHED BUSINESS
 1. ORDINANCE 604--AMENDING THE MUNICIPAL CODE BY ADDING A NEW TITLE 16, CIVIL UNIONS; SECOND AND FINAL READING.
- X. CONSENT AGENDA--The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a

citizen so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

1. APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE NORTHERN ARIZONA COUNCIL OF GOVERNMENTS FOR THE YAVAPAI COUNTY BUSINESS ASSISTANCE CENTER.
 2. RESOLUTION NUMBER 2728 - RE-APPOINTING MARK HOBSON AS A MEMBER OF THE MUNICIPAL PROPERTY CORPORATION AND ESTABLISHING HIS NEW TERM OF OFFICE.
- XI. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
1. DISCUSSION AND DIRECTION TO STAFF REGARDING OFF-PREMISE SIGNS.
 2. RESOLUTION NUMBER 2726 - APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA THROUGH ITS DEPARTMENT OF TRANSPORTATION, AND THE YAVAPAI APACHE NATION, YAVAPAI COUNTY, THE CITY OF SEDONA, AND THE TOWNS OF CAMP VERDE, CLARKDALE, AND JEROME, FOR APPROVAL OF INTERSECTION ACCESS POINTS FOR THE PROPOSED IMPROVEMENTS ON STATE ROUTE 260 FROM THOUSAND TRAILS TO I-17.
 3. RESOLUTION NUMBER 2727--APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE YAVAPAI-APACHE NATION FOR PUBLIC TRANSPORTATION SERVICES.
 4. PROPOSED AGREEMENT FOR PARTIAL COST-SHARING FOR THE MAINTENANCE AND REPAIR OF THE LEDBETTER LAW/OLD TOWN SIGN.
- XII. CLAIMS AND ADJUSTMENTS
- XIII. ADJOURNMENT

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

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

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

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

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	December 17, 2013
Subject:	Presentation on the changes to the CAT/LYNX system for 2014.
Department:	Community Services
From:	Bruce Morrow, Transportation Manager

REQUESTED ACTION

None. Informational regarding the changes to all the routes to better align our services and provide a better transportation option for the Citizens of Cottonwood, Clarkdale, Sedona, and the Verde Villages.

SUGGESTED MOTION

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

BACKGROUND

When Cottonwood took over the CAT/Lynx system, there were plenty of issues going on that some of these changes had to wait until the process was completed. Over the past 9 months, work on these changes has proceeded, partially due to the shortfall from the County and the required changes to the Blue Line, partially due to the public requesting better integration between CAT and Lynx. ADOT Planning was contacted and a planner was sent to help with the adjustment of the routes and timings to better integrate CAT and LYNX.

JUSTIFICATION/BENEFITS/ISSUES

This will better integrate CAT/Lynx with the start of the Yavapai Nation Transit routes; we will be positioned to extend the reach of transit opportunities to Yavapai County Jail, Middle Verde, Camp Verde and Cliff Castle Casino.

COST/FUNDING SOURCE

This cost was approved in the operating budget for CAT/Lynx and included in the current 5311 grant.

ATTACHMENTS:

Name:	Description:	Type:
 Cottonwood Area Transit 20131213.pdf	Proposed Routes	Backup Material



Getting you where you want to go!

Cottonwood Area Transit

Cottonwood, Arizona

Cottonwood Area Transit

Our Buses



Cottonwood Area Transit Overview

- ❖ Cottonwood Area Transit is comprised of three distinct parts:
 - Fixed Routes – 3 Fixed routes that serve the Cottonwood, Clarkdale, Bridgeport, and Verde Villages areas
 - ADA Paratransit – $\frac{3}{4}$ mile around the fixed routes per ADA requirements
 - Verde Lynx – Inter-city commuter service between Cottonwood and Sedona.
 - All Buses operated by CAT are ADA wheelchair accessible.



Bus Fares 2014

CAT Fixed Route Fares

Regular Fare	\$1.25
All Day Pass	\$3.00
Day Pass Vouchers.....	\$3.00
20 – Trip Pass.....	\$20.00
Monthly Pass.....	\$40.00

CAT Paratransit Fares

Regular Fare	\$2.25
LITS Fare (Cash Only)	\$1.00
20 – Trip Pass.....	\$40.00
10 – Trip Pass	\$20.00
Monthly Pass	\$75.00
LITS Passes Half Price Regular Fare Price	

Verde Lynx Fares

Regular Fare	\$2.00
Within Sedona.....	\$1.00
Monthly Pass.....	\$60.00
20 Trip Pass.....	\$35.00

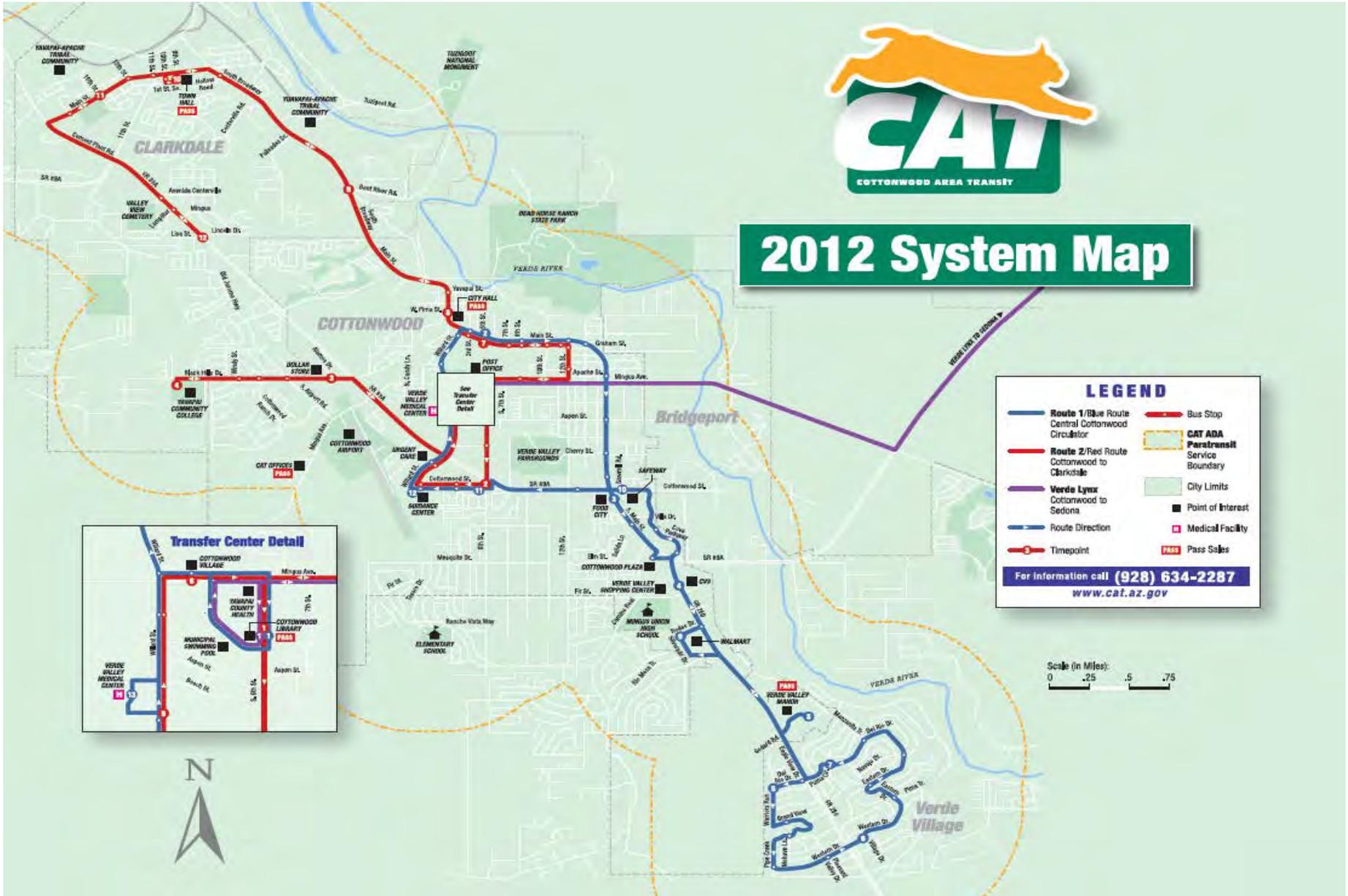
All Access Passes – CAT+LYNX

Daily Pass.....	\$6.00
Monthly Pass.....	\$75.00

Current Routes 2013



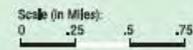
2012 System Map



LEGEND

- Route 1/Blue Route Central Cottonwood Circulator
- Route 2/Red Route Cottonwood to Clarkdale
- Verde Lynx Cottonwood to Sedona
- Route Direction
- Timepoint
- Bus Stop
- CAT ADA Paratransit Service Boundary
- City Limits
- Point of Interest
- Medical Facility
- P Pass Sales

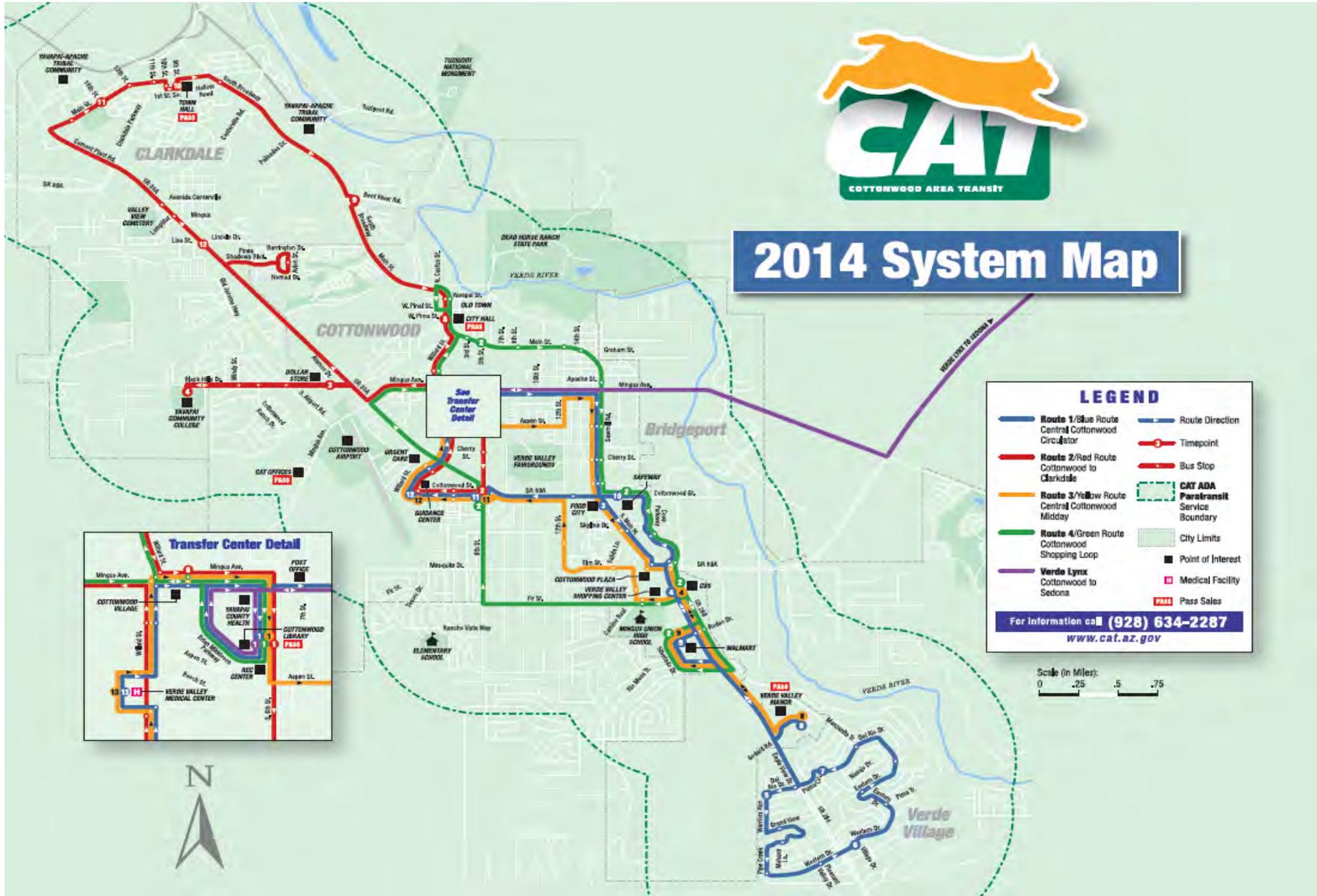
For information call **(928) 634-2287**
www.cat.az.gov



Routes Effective 2014-01

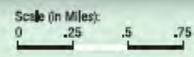


2014 System Map



LEGEND

- Route 1/Blue Route Central Cottonwood Circulator
 - Route 2/Red Route Cottonwood to Clarkdale
 - Route 3/Yellow Route Central Cottonwood Midday
 - Route 4/Green Route Cottonwood Shopping Loop
 - Verde Lynx Cottonwood to Sedona
 - Route Direction
 - Timepoint
 - Bus Stop
 - CAT ADA Paratransit Service Boundary
 - City Limits
 - Point of Interest
 - Medical Facility
 - Pass Sales
- For information call **(928) 634-2287**
www.cat.az.gov



See Transfer Center Detail



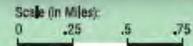


BLUE ROUTE

LEGEND

-  **Route 1/Blue Route** Central Cottonwood Circulator
-  **Route 2/Red Route** Cottonwood to Clarkdale
-  **Route 3/Yellow Route** Central Cottonwood Midday
-  **Route 4/Green Route** Cottonwood Shopping Loop
-  **CAT ADA Paratransit Service Boundary**
-  **City Limits**
-  **Point of Interest**
-  **Medical Facility**
-  **PASS** Pass Sales
-  **Route Direction**
-  **Bus Stop**

For information call **(928) 634-2287**
www.cat.az.gov



See Transfer Center Detail





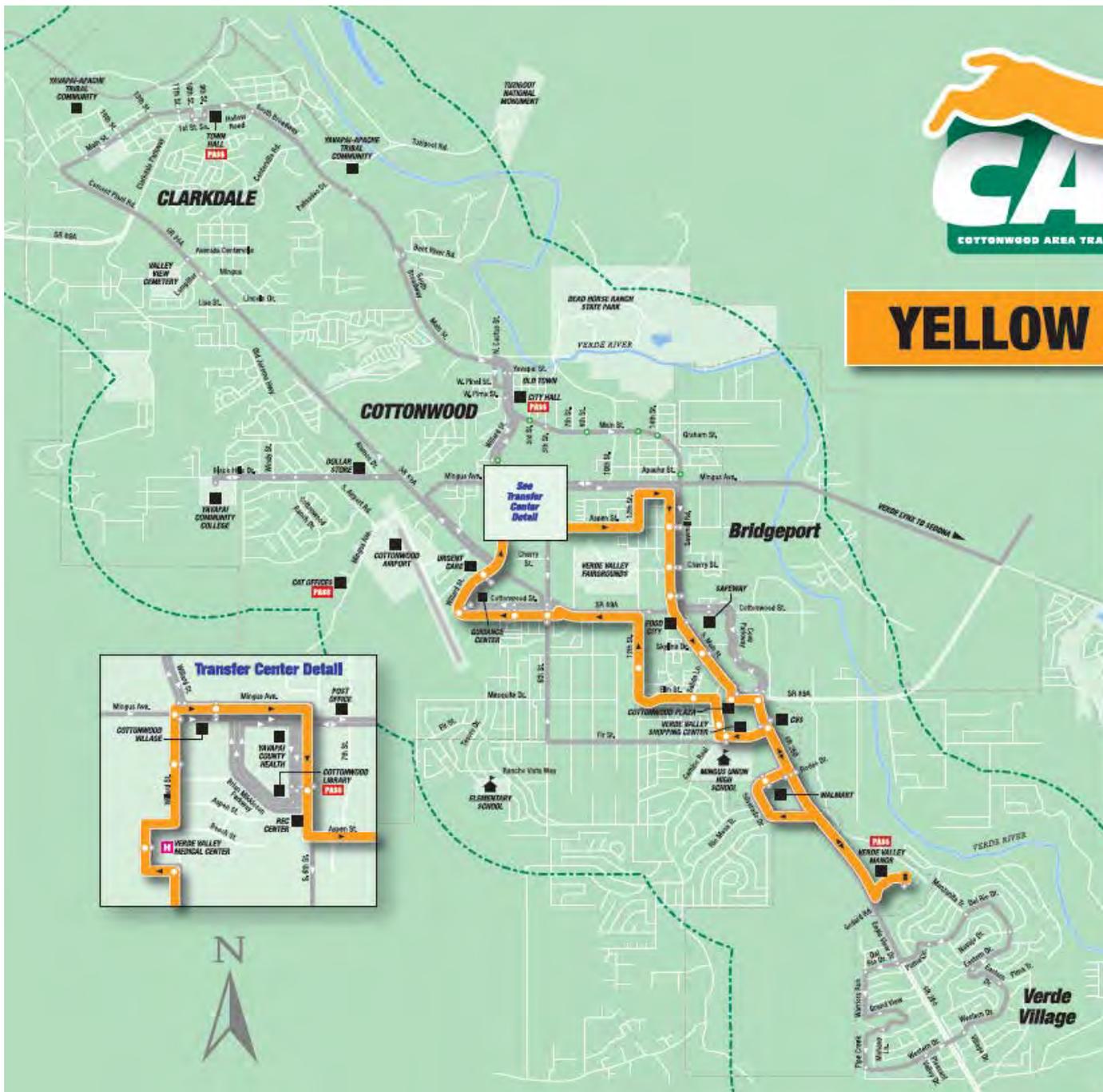
YELLOW ROUTE

LEGEND

- Route 1/Blue Route**
Central Cottonwood
Circulator
- Route 2/Red Route**
Cottonwood to
Clarkdale
- Route 3/Yellow Route**
Central Cottonwood
Midway
- Route 4/Green Route**
Cottonwood
Shopping Loop
- Verde Lynx**
Cottonwood to
Sedona
- Route Direction**
- Bus Stop**
- CAT ADA Paratransit Service Boundary**
- City Limits**
- Point of Interest**
- Medical Facility**
- Pass Sales**

For information call **(928) 634-2287**

www.caf.az.gov



See Transfer Center Detail





GREEN ROUTE

LEGEND

- Route 1/Blue Route Central Cottonwood Circulator
- Route 2/Red Route Cottonwood to Clarkdale
- Route 3/Yellow Route Central Cottonwood Midday
- Route 4/Green Route Cottonwood Shopping Loop
- CAT ADA Paratransit Service Boundary
- City Limits
- Point of Interest
- Medical Facility
- Pass Sale
- Route Direction
- Bus Stop

For information call (928) 634-2287
www.cat.az.gov



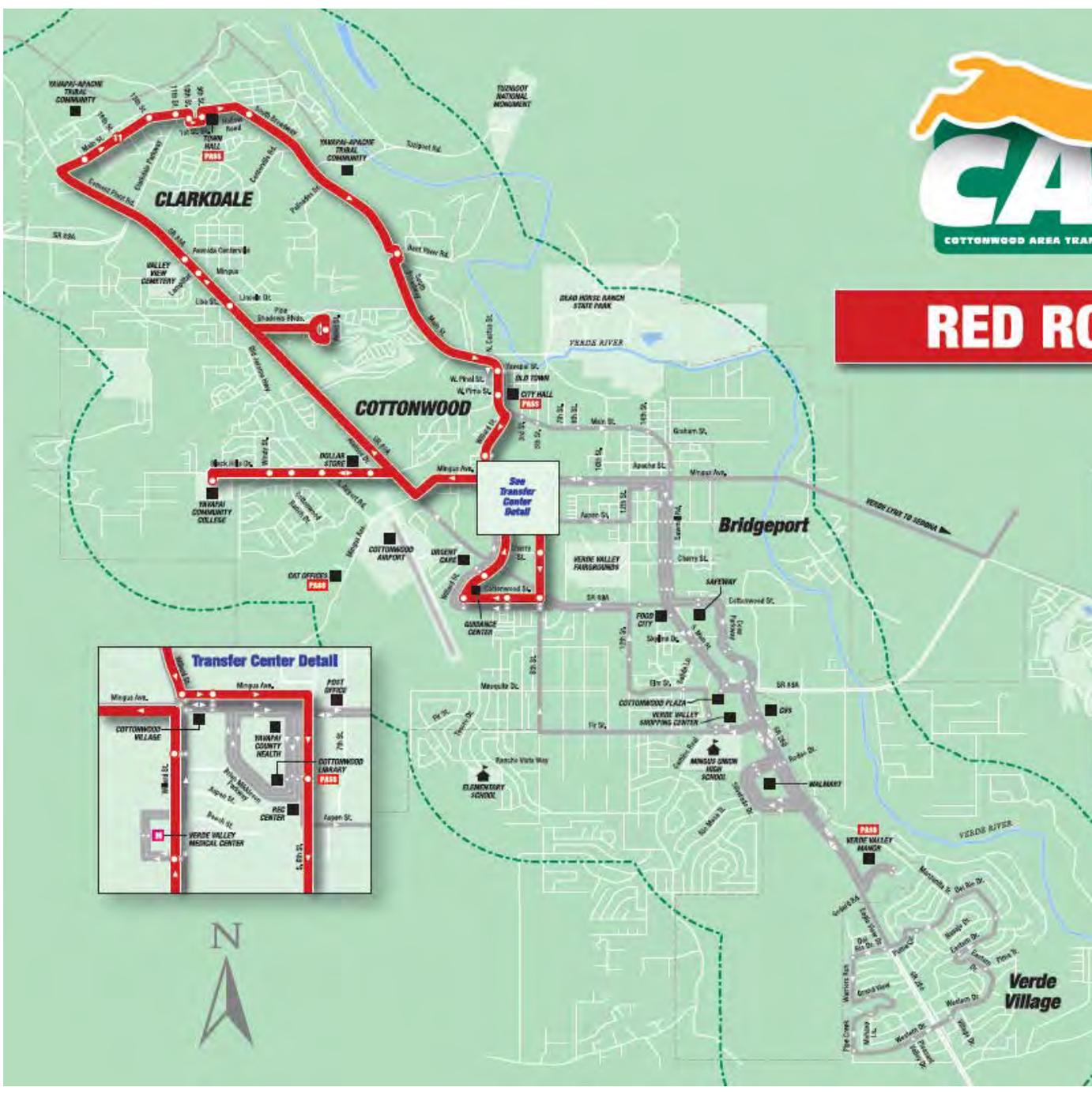


RED ROUTE

LEGEND

- Route 1/Blue Route Central Cottonwood Circulator
- Route 2/Red Route Cottonwood to Clarkdale
- Route 3/Yellow Route Central Cottonwood Midway
- Route 4/Green Route Cottonwood Shopping Loop
- Verde Lynx Cottonwood to Sedona
- Route Direction
- Bus Stop
- CAT ADA Paratransit Service Boundary
- City Limits
- Point of Interest
- Medical Facility
- Pass Sales

For information call **(928) 634-2287**
www.cat.az.gov



See Transfer Center Detail



SCHEDULES

RED	BLUE	YELLOW	GREEN	LYNX-1	LYNX-2	LYNX - SAT	LYNX - SUN
6:45	6:45		6:45	6:00	6:45	6:00	
7:30	7:30		7:30	7:30		7:30	7:30
8:15		8:15	8:15		8:15	9:00	9:00
9:00		9:00	9:00	9:00		10:30	10:30
9:45		9:45	9:45				
10:30		10:30	10:30	10:30			
11:15		11:15	11:15				
12:00		12:00	12:00				
12:45		12:45	12:45	13:00		13:00	13:00
13:30		13:30	13:30		13:30	14:30	14:30
14:15		14:15	14:15	14:30		16:00	16:00
15:00		15:00	15:00		15:00	18:00	
15:45		15:45	15:45				
16:30		16:30	16:30	16:00			
17:15	17:15		17:15				
18:00	18:00		18:00	18:00			

All times indicate when the bus leaves the Cottonwood Library. CAT runs Monday thru Friday 6:45 am to 6:45 pm. Lynx runs Monday thru Saturday , 6:00 am to 7:15pm , Sunday 7:30 am to 5:30 pm. For CAT, first bus leaves the Library at 6:45 am. For Lynx, first bus leaves the Library at 6:00 am. Last bus for both CAT and Lynx leaves the Library at 6:00 pm. On Sunday, the first Lynx bus is at 7:30 am, the last Lynx Bus is at 4:00 pm.

Green and Red Route Schedules

GREEN ROUTE																		
1	Depart - Cottonwood Library	#	6:45	7:30	8:15	9:00	9:45	10:30	11:15	12:00	12:45	1:30	2:15	3:00	3:45	4:30	5:15	6:00
2	Willard St./ N. Main St. (Lion's Club Park)	#	6:47	7:32	8:17	9:02	9:47	10:32	11:17	12:02	12:47	1:32	2:17	3:02	3:47	4:32	5:17	6:02
3	W. Balboa St. / N. Main St. (City HR/FIN)	#	6:52	7:37	8:22	9:07	9:52	10:37	11:22	12:07	12:52	1:37	2:22	3:07	3:52	4:37	5:22	6:07
5	E. Cherry St. / S. Main St.	#	6:56	7:41	8:26	9:11	9:56	10:41	11:26	12:11	12:56	1:41	2:26	3:11	3:56	4:41	5:26	6:11
6	Hwy 260 / Rodeo Dr. (Walmart)	#	7:01	7:46	8:31	9:16	10:01	10:46	11:31	12:16	13:01	1:46	2:31	3:16	4:01	4:46	5:31	6:16
7	Fir St. (Mingus Union High School)	#	7:04	7:49	8:34	9:19	10:04	10:49	11:34	12:19	13:04	1:49	2:34	3:19	4:04	4:49	5:34	6:19
8	S. 6th St. / E. Elm St.	#	7:08	7:53	8:38	9:23	10:08	10:53	11:38	12:23	13:08	1:53	2:38	3:23	4:08	4:53	5:38	6:23
9	E. Cottonwood St. / S. Willard St. (VGC)	#	7:10	7:55	8:40	9:25	10:10	10:55	11:40	12:25	13:10	1:55	2:40	3:25	4:10	4:55	5:40	6:25
10	E. Mingus / S. Willard (Cottonwood Village)	#	7:12	7:57	8:42	9:27	10:12	10:57	11:42	12:27	13:12	1:57	2:42	3:27	4:12	4:57	5:42	6:27
1	Arrive - Cottonwood Library	#	7:13	7:58	8:43	9:28	10:13	10:58	11:43	12:28	13:13	1:58	2:43	3:28	4:13	4:58	5:43	6:28

RED ROUTE																		
Cottonwood to Clarkdale																		
1	Depart - Cottonwood Library	#	6:45	7:30	8:15	9:00	9:45	10:30	11:15	12:00	12:45	1:30	2:15	3:00	3:45	4:30	5:15	6:00
2	Cottonwood & 6th St.	#	6:48	7:33	8:18	9:03	9:48	10:33	11:18	12:03	12:48	1:33	2:18	3:03	3:48	4:33	5:18	6:03
3	Verde Valley Guidance Clinic	#	6:49	7:34	8:19	9:04	9:49	10:34	11:19	12:04	12:49	1:34	2:19	3:04	3:49	4:34	5:19	6:04
4	Black Hills Dr./Gale Ave	#	6:54	7:39	8:24	9:09	9:54	10:39	11:24	12:09	12:54	1:39	2:24	3:09	3:54	4:39	5:24	6:09
5	Yavapai College (Front Only)	#	6:56	7:41	8:26	9:11	9:56	10:41	11:26	12:11	12:56	1:41	2:26	3:11	3:56	4:41	5:26	6:11
6	Pine Shadows Dr. / SR 89A (Pine Shadows)	#	7:00	7:45	8:30	9:15	10:00	10:45	11:30	12:15	13:00	1:45	2:30	3:15	4:00	4:45	5:30	6:15
7	Main St. / Clarkdale-Jerome School	#	7:07	7:52	8:37	9:22	10:07	10:52	11:37	12:22	13:07	1:52	2:37	3:22	4:07	4:52	5:37	6:22
8	Main St. / S. 9th St. (Clarkdale PO)	#	7:09	7:54	8:39	9:24	10:09	10:54	11:39	12:24	13:09	1:54	2:39	3:24	4:09	4:54	5:39	6:24
Clarkdale to Cottonwood																		
9	S. Broadway / Bent River Ranch Rd.	#	7:11	7:56	8:41	9:26	10:11	10:56	11:41	12:26	13:11	1:56	2:41	3:26	4:11	4:56	5:41	6:26
10	N. Main St. / City Hr/Finance Bldg	#	7:13	7:58	8:43	9:28	10:13	10:58	11:43	12:28	13:13	1:58	2:43	3:28	4:13	4:58	5:43	6:28
1	Arrive - Cottonwood Library	#	7:16	8:01	8:46	9:31	10:16	11:01	11:46	12:31	13:16	2:01	2:46	3:31	4:16	5:01	5:46	6:31

Blue Route Schedule

BLUE ROUTE					
1	Cottonwood	6:45	7:30	5:15	6:00
2	Mingus Ave / N Main St (Circle K)	6:48	7:33	5:18	6:03
3	S. Main St. at SR 89A (Safeway)	6:51	7:36	5:21	6:06
4	Hwy 260 at Fir St. (Fry's)	6:53	7:38	5:23	6:08
	Verde Village				
5	Del Rio Dr. at Warriors Run	6:57	7:42	5:27	6:12
6	Western Dr. at Village Dr. (verde valley clubhouse)	7:05	7:50	5:35	6:20
7	Del Rio Dr. at Puma Cir.	7:10	7:55	5:40	6:25
	Cottonwood				
8	Goddard Rd./Hwy. 260 (The Manor Office)	7:13	7:58	5:43	6:28
9	Hwy. 260 at Rodeo Dr. (Wal-Mart)	7:16	8:01	5:46	6:31
10	Cottonwood St. at Sawmill Rd.	7:20	8:05	5:50	6:35
11	Cottonwood St. at 6th St.	7:25	8:10	5:55	6:40
12	E. Cottonwood St./Willard St. (Guidance Center)	7:26	8:11	5:56	6:41
13	Verde Valley Medical Center	7:28	8:13	5:58	6:43
1	Arrive - Cottonwood Library	7:30	8:15	6:00	6:45

Yellow Route Schedule

YELLOW ROUTES													
1	Cottonwood	8:15	9:00	9:45	10:30	11:15	12:00	12:45	1:30	2:15	3:00	3:45	4:30
2	Mingus Ave / N Main St (Circle K)	8:18	9:03	9:48	10:33	11:18	12:03	12:48	1:33	2:18	3:03	3:48	4:33
3	S. Main St. at SR 89A (Safeway)	8:21	9:06	9:51	10:36	11:21	12:06	12:51	1:36	2:21	3:06	3:51	4:36
4	Hwy 260 at Fir St. (Fry's)	8:23	9:08	9:53	10:38	11:23	12:08	12:53	1:38	2:23	3:08	3:53	4:38
5	Goddard Rd./Hwy. 260 (The Manor Office)	8:26	9:11	9:56	10:41	11:26	12:11	12:56	1:41	2:26	3:11	3:56	4:41
6	Hwy. 260 at Rodeo Dr. (Wal-Mart)	8:29	9:14	9:59	10:44	11:29	12:14	12:59	1:44	2:29	3:14	3:59	4:44
7	12th Street at Christian Care	8:37	9:22	10:07	10:52	11:37	12:22	13:07	1:52	2:37	3:22	4:07	4:52
8	Cottonwood St. at 6th St.	8:40	9:25	10:10	10:55	11:40	12:25	13:10	1:55	2:40	3:25	4:10	4:55
9	E. Cottonwood St./Willard St. (Guidance Center)	8:41	9:26	10:11	10:56	11:41	12:26	13:11	1:56	2:41	3:26	4:11	4:56
10	Verde Valley Medical Center	8:45	9:30	10:15	11:00	11:45	12:30	13:15	2:00	2:45	3:30	4:15	5:00
1	Arrive - Cottonwood Library	8:48	9:33	10:18	11:03	11:48	12:33	13:18	2:03	2:48	3:33	4:18	5:03

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



 Print

Meeting Date:	December 17, 2013
Subject:	Ordinance 604 - Registration and Recognition of Civil Unions for Certain Purposes
Department:	Attorney
From:	Steve Horton, City Attorney

REQUESTED ACTION

Second reading and adoption of Ordinance 604, which would provide for the registration and recognition of civil unions for certain purposes.

SUGGESTED MOTION

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

I move to approve Ordinance Number 604, amending the Municipal Code by adding a new Title 16, "Civil Unions."

BACKGROUND

The Council discussed this matter at the October 8 work session and directed staff to bring a draft ordinance back for consideration. The Council discussed the matter and held a first reading on December 2. This is the second and final reading.

A number communities in the Verde Valley and elsewhere in Arizona - including Sedona, Jerome, Clarkdale, Bisbee, and Tucson - have passed ordinances that provide for the registration and recognition of civil unions/domestic partnerships for certain purposes. Other communities have gone further, and prohibit discrimination in employment, public accommodations, housing and government contracts based on sexual orientation or gender identity.

The City already prohibits discrimination in City employment based on sexual orientation, among other classifications. The draft ordinance presented here would accomplish the following:

1. It would establish a registry that would allow committed couples (both opposite-sex and same-sex) to register their relationship with the City Clerk, and to file a list or description of legal documents relating to their children, property, health care and other important matters between them.

2. It would require domestic/civil union partners to be treated the same as spouses for the purpose of accessing City facilities and services.

3. It provides that to the extent allowed by law and any applicable City contracts, domestic/civil union partners of City employees will be treated the same as spouses for the purpose of accessing City employment benefits, including health insurance and leave benefits.

4. It would require health care/hospice facilities to treat domestic/civil union partners the same as spouses for the purpose of visitation, as long as the patient consents - which is the current practice of most such facilities anyway, including the Verde Valley Medical Center.

The elected leaders and legislative bodies of the communities that have already adopted these ordinances have indicated that they seek to lessen the impact of discriminatory practices against members of the LGBT community, and to provide a meaningful statement of support for the right of all individuals to form lasting and meaningful personal relationships that are respected and recognized under the law, regardless of the gender or sexual orientation of the partners.

Based on the sentiments expressed by a majority of Council members at the December 2 meeting, that would be the intent and effect of this ordinance as well.

JUSTIFICATION/BENEFITS/ISSUES

In terms of its legal effect, the proposed ordinance is innocuous, and does not require anyone to alter or compromise their own beliefs about same-sex partnerships in any way. At the same time, it would constitute a meaningful statement of support from the City Council for the right of all individuals to establish and maintain lasting and meaningful personal relationships, regardless of gender or sexual orientation - provided that the partners are each of legal age and otherwise qualified to marry under Arizona law. It would also codify what is already the standard practice of most health care/hospice providers and facilities anyway, which is to allow/disallow patient visitation based on patient consent.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
☐ <u>Ordinances 2013 - Ordinance 604 - Civil Unions - sbh - 12-10-13 - FINAL.doc</u>	Ordinance 604	Cover Memo

ORDINANCE NUMBER 604

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, AMENDING THE MUNICIPAL CODE BY ADDING A NEW TITLE 16, CIVIL UNIONS.

WHEREAS, the Mayor and Council of the City of Cottonwood support the right of every person to enter into a lasting, meaningful, and committed relationship with the partner of his or her choice, regardless of the gender or sexual orientation of the parties thereto; and

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

Section 1. That Title 16 of the Municipal Code of the City of Cottonwood is hereby amended to read as follows:

Chapter 16.04 Civil Unions

16.04.010 Criteria for Civil Union Recognition and Registration

- A. For purposes of this Chapter, two persons are eligible for recognition and registration as civil union partners if they meet all of the following criteria:
1. They are not related by blood closer than would bar marriage under the laws of Arizona.
 2. Neither of them is in a marriage expressly recognized by the State of Arizona or in any civil union, domestic partnership or equivalent relationship with another person.
 3. Each of them is eighteen years of age or older.
 4. Each of them is competent to enter into a contract under the laws of Arizona.

16.04.020 Registration of Civil Union; Statement or List of Additional Agreements or Other Documents

- A. Persons who meet the criteria for recognition as civil union partners set forth in Section 16.04.010 may make an official record of their civil union by executing a notarized statement of civil union on a form prescribed by the City Clerk.

- B. The statement of civil union shall include a declaration that the persons are in a relationship of mutual support, caring and commitment and are responsible for each other's welfare.
- C. The statement shall also include a declaration that both persons agree to file a termination of the civil union if there is a change in the status of their relationship such that they cease to meet the criteria for a civil union under this Chapter.
- D. The statement shall include the date on which the civil union was registered, and the mailing addresses of both partners. The statement shall further state that the civil union partners meet the criteria set forth in Section 16.04.010.
- E. In addition to the statement of civil union, civil union partners may also submit to the City Clerk, and the City Clerk shall maintain, a statement or list describing any additional documents, such as contracts and agreements that document the rights, responsibilities and obligations that the civil union partners have established by and/or between each other. Civil union partners shall not submit, and the City Clerk shall not maintain any such contracts and agreements. The statement or list of additional documents evidencing the parties' civil union may include but is not limited to the following:
 - 1. Agreements between the parties regarding the management and ownership of real and personal property.
 - 2. Agreements between the parties regarding the obligations that either or both may have agreed to assume regarding the existing children or other family members of one or both of the parties.
 - 3. Agreements between the parties regarding the obligations that either or both may have agreed to assume regarding prospective children of one or both of the parties.
 - 4. Agreements between the parties regarding the disposition of their property upon the death of either party.
 - 5. Agreements for resolving any disputes that may arise should the relationship dissolve, through alternative dispute resolution procedures or otherwise.
 - 6. Documents that establish any other rights or obligations that may be legally exchanged by and between the parties.

- F. As part of the registration statement, the parties to a civil union may include a statement describing their shared intentions regarding the scope of the relationship, regardless of whether or not they have entered into any contracts or agreements of the kind described in subsection E above.
- G. Any documents described in the statement or list provided to the City pursuant to subsection E above, and any statement of shared intent provided pursuant to subsection F above, shall only be effective as provided under Arizona law and/or any other applicable law, and the fact that the statement or list has been submitted to the City and is maintained by the City shall not affect whether those documents are enforceable or binding upon the parties thereto.

16.04.030 Issuance of Civil Union Certificate/Fees

- A. Upon the filing of documentation that complies with the requirements of Section 16.04.020, the City Clerk shall provide the person(s) filing the statement on behalf of the civil union partners two certified copies of the statement, which shall constitute civil union certificates.
- B. Additional civil union certificates may be provided to a civil union partner at a cost of five dollars (\$5.00) per copy, or such other cost as may be set by resolution of the City Council.

16.04.040 Termination of Civil Union

- A. For the purposes of this Chapter, a registered civil union shall terminate upon the occurrence of any one of the following:
 - 1 The death of one of the civil union partners.
 - 2 The filing of a notarized termination statement with the City Clerk on a form prescribed by the Clerk. The person filing the termination statement shall declare that the civil union is terminated and, if the termination statement has not been signed by both parties to the civil union, that the other person has been notified in writing of such termination at the last known address of such person.
 - 3 The marriage, expressly recognized by the State of Arizona, of either one of the civil union partners.

16.04.050 Rights of Registered Civil Union Partners

- A. Health Care/Hospice Visitation. All health care, hospice and similar facilities operating within the City shall allow the registered civil union partner of a patient to visit such patient unless no visitors are allowed or unless the patient expresses a desire that visitation by the civil union partner be restricted. As used in this section, health care facility means every place, institution, building or agency, whether organized for profit or not, which provides facilities with medical services, nursing services, health screening services, mental health services, other health-related services, supervisory care services, personal care services or directed care services and includes home health agencies as defined in A.R.S. § 36-151.
- B. Use of and Access to City Facilities. All facilities owned or operated by the City shall accord registered civil union partners the same rights and privileges as are accorded a spouse for purposes of the use, enjoyment of and access to such facilities.
- C. City Employee Benefits. To the extent not otherwise prohibited by law or by any contract to which the City is a party, a registered civil union partner of a City employee shall be treated as the spouse of the employee for purposes of sick leave, bereavement leave, and other similar employment benefits; and may be designated as a beneficiary of any of the other benefits provided by the City in the same manner and to the same extent as the spouse, including but not limited to health and life insurance benefits.

16.04.060 Governing Law/Limitation of Liabilities

- A. Nothing in this Chapter shall be interpreted to contravene the general laws of the State of Arizona, which shall supersede any conflicting provisions herein.
- B. Nothing in this Chapter shall be construed to create additional legal liabilities or to create new private causes of action.
- C. By maintaining records provided by civil union partners pursuant to this Chapter, including the statement or list of documents as described in Section 16.04.020.E, and the statement of shared intent as described in Section 16.04.020.F, the City does not make any representation or warranty

that such documents, records or stated intentions are legally enforceable or valid.

16.04.070 Public Records

The statement of civil union, civil union certificate and any documents provided to the City by civil union partners and maintained by the City pursuant to this Chapter shall be treated as public records pursuant to the laws of the State of Arizona and shall be subject to disclosure upon request.

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 17TH DAY OF DECEMBER 2013.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton
City Attorney

Marianne Jiménez, City Clerk

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



 Print

Meeting Date:	December 17, 2013
Subject:	Approval of proposed MOU with NACOG concerning the Yavapai County Business Assistance Center
Department:	City Clerk
From:	Casey Rooney

REQUESTED ACTION

Approval of proposed MOU with NACOG concerning the Yavapai County Business Assistance Center

SUGGESTED MOTION

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

"I move to approve the proposed MOU with NACOG concerning the Yavapai County Business Assistance Center."

BACKGROUND

The Yavapai County Business Assistance Center in Cottonwood was established on November 10, 2010. Every year we sign a new Memorandum of Understanding with NACOG. This is a fairly routine process. This MOU is basically the same as the one from last year.

JUSTIFICATION/BENEFITS/ISSUES

We want to keep a relationship with NACOG. We want NACOG to continue to provide training and equipment for our facility.

COST/FUNDING SOURCE

Funding sources are NACOG, City of Cottonwood and SBDC at Yavapai College. We have provided some for cost training and we also rent office space to small businesses to generate income. ACA Chamber of Commerce and CEDC are partners of the BAC

ATTACHMENTS:

Name:	Description:	Type:
BAC MOU 12-06-13_NACOG - City.docx	BAC MOU	Backup Material



Northern Arizona Council of Governments

Economic Workforce Development Division

221 N Marina Street, Suite 201 - P.O. Box 2451 - Prescott, AZ 86302
PHONE (928) 778-1422 FAX (928) 778-1756

CHRIS FETZER
Executive Director

TERI DREW
Regional Director

October 31, 2013
Marianne Jimenez
City Clerk
City of Cottonwood
827 N. Main Street
Cottonwood, AZ 86326

Re: City of Cottonwood/NACOG BAC MOU

Dear Ms. Jimenez:

I am pleased we are continuing our partnership and look forward to a successful year for the Yavapai County Business Assistance Center in the City of Cottonwood.

Attached please find the Memorandum of Understanding (MOU) between Northern Arizona Council of Governments and the City of Cottonwood. Please sign two originals each where indicated as approved, and return both to this office. We will return a fully executed original to you upon receipt.

Thank you for your continued support of the BAC in Cottonwood, and for partnering with NACOG to better serve the residents of Cottonwood and the Verde Valley of Yavapai County.

Sincerely,

A handwritten signature in black ink that reads "Teri Drew".

Teri Drew
Regional Director

cc. Mayor Diane Joens
Casey Rooney, City of Cottonwood

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective upon approval of all parties, is between Northern Arizona Council of Governments ("NACOG") and the City of Cottonwood ("the City"). No party shall be bound by legal obligation unless and until the Agreement is executed.

1. **Purpose.** NACOG and the City have formed a strategic alliance ("the Alliance") for the purpose of joining resources for the operation of a Business Assistance Center in Cottonwood. The objective of this MOU is to establish the ongoing agreement for project oversight and the development of the program and services. Statements in this MOU to the effect that the parties "shall" take a certain action, or that any contemplated agreement "shall" contain certain specified provisions, are statements of the parties' intentions only and shall not be binding upon either party until the contract is executed.
2. **Name.** The program shall be referred to as the "Yavapai County Business Assistance Center", as adopted by the Yavapai County Local Workforce Investment Board, and no variation is permitted without the prior consent of the Alliance. The Business Assistance Center is registered to NACOG. If the Alliance would separate at any time the City would not be allowed to use the name: Business Assistance Center. The name, "Cottonwood Business Assistance Center" will be allowed.
3. **Ownership of Program Content.** Training programs will be delivered (under contract with NACOG) by Yavapai College, Small Business Development Center, System Technology Staffing or other contractual vendors based on the needs of the "Business Assistance Center", as agreed and assigned by NACOG.
4. **Financial Matters.**
 - 4.1 The city shall provide up to 3,000 square feet of space, at no cost, located at 821 N. Main Street, Cottonwood, AZ 86326.
 - 4.2 Any modification, repairs or upgrades to the building in the 3,000 square feet area provide by the City will be at the expense of the City.
 - 4.3 The Alliance shall be a collaborating entity that will develop and operate the BAC in accordance with the terms and conditions set forth in the MOU and as described within NACOG applicable grants received through the State of Arizona and/or Federal Government.
 - 4.4 NACOG has provided marketing for the center, signage as well as computer and audio visual equipment, office furniture and other office items currently on site. Any separation of the Alliance would allow NACOG to retrieve any equipment, furniture, etc., immediately.
5. **Term.** The term of this MOU will be effective July 1, 2013. This agreement may be terminated by either party upon thirty (30) days written notice to the other party. Any

equipment/supplies purchased by NACOG will remain the property of NACOG and will be returned to NACOG upon termination of this agreement

6. **Good faith.** In exercising the powers granted by the Agreement and in performing the duties required by this MOU, each party has a duty to act in good faith with the reasonable belief that such party's actions are in the best interest of the Alliance and the BAC provided that an error in judgment by itself shall not constitute a violation of ' this duty.
7. **Nondiscrimination Policy.** Both parties shall comply with Executive Order 99-4, which mandate that all persons, regardless of race, color, sex, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with disabilities Act. Both parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
8. **Indemnification.** Each party shall and hereby does indemnify, defend and hold harmless the other party, including their directors, officers, employees, students, consultants, and agents, from and against any claims, demands, loss, damage or expense relating to any third-party infringement claim, bodily injury or death of any person or damage to real and/or tangible personal property incurred while such other party is performing activities under the auspices of the Agreement if and to the extent such is cause by the negligent or willful acts of omissions of the indemnifying party, its personnel or agents in the performance of activities described in or called for in the implementation of the agreement.
9. **Limitation of Liability.** Except in the case of gross negligence or bad faith, or except as limited or prohibited by the parties' then applicable liability insurance policies, neither party shall be liable to the other or any incidental, special, or consequential damage arising from the implementation of this MOU, the Agreement or any performance or non-performance hereunder.
10. **Reporting.** Monthly reports are due to NACOG throughout the duration of the grant period. The monthly report will consist of attendance/usage data and an activity narrative. Information pertinent to this report will be sent from the City to NACOG no later than five (5) days before the end of the reporting period. NACOG will combine information from both parties, submitting the combined report to the Local Workforce Board with a copy to the City. Other periodic reports may be requested from time to time in compliance with BAC sustaining grants which may be in force.
11. **Miscellaneous.**
 - 11.1 **Governing Law.** This MOU shall be governed by the laws of the State of Arizona.
 - 11.2 **Dispute Resolution.** The parties shall make a good faith attempt to amicably resolve any dispute, controversy or difference which may arise between parties

out of, in relation to or in connection with, this MOU or breach thereof. If such discussion fails, the dispute shall be resolved by binding arbitration using an arbitrator acceptable to both parties.

- 11.3 **Assignment.** Neither party shall assign, convey, encumber, or otherwise dispose of its rights or obligations under this MOU or any provisions thereof, except with the consent of the other party.
- 11.4 **Warranty.** Each party warrants that it has the full right to enter into this MOU and to undertake the obligations and grant the rights set forth herein.
- 11.5 **Cancellation for Conflict of Interest.** This agreement is subject to the provisions of Arizona Revised Statutes Section 38-511, which are hereby incorporated into this agreement as if fully set forth herein.
- 11.6 **Compliance with Immigration Laws and Regulations.** Pursuant to the provisions of A.R.S. § 41-4401, each Party warrants to the other Party that the warranting Party and all its subconsultants are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214 (A). Each party acknowledges that a breach of this warranty by the warranting party or any of its subconsultants is a material breach of this MOU subject to penalties up to and including termination of this MOU or any subcontract. Each party retains the legal right to inspect the papers of any employee of the other Party or any subconsultant who works on this MOU to ensure compliance with this warranty.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding effective as of _____ day of _____ 2013.

NAGOG
221 North Marina Street
Prescott, AZ 86302

City of Cottonwood
827 N. Main Street
Cottonwood, AZ 86326

Teri Drew, Regional Director
NAGOG Economic Workforce
Development

Diane Joens, Mayor
City of Cottonwood

Date

Date

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



 Print

Meeting Date:	December 17, 2013
Subject:	Resolution Number 2728 - Re-appointing Mark Hobson to the City's Municipal Property Corporation (MPC) Board for a term beginning January 1, 2014 and ending September 1, 2016.
Department:	Administrative Services
From:	Jesus R. Rodriguez, C.G.F.M., Administrative Services General Manager

REQUESTED ACTION

Approval of Resolution Number 2728 - Re-appointing Mark Hobson to the City's Municipal Property Corporation (MPC) Board for a term beginning January 1, 2014 and ending September 1, 2016.

SUGGESTED MOTION

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

"I move to approve Resolution Number 2728, re-appointing Mark Hobson to the City's Municipal Property Corporation (MPC) Board for a term beginning January 1, 2014 and ending September 1, 2016."

BACKGROUND

On January 1, 2014, Mark Hobson's term as Municipal Property Corporation Board member will expire. He has been serving as the Vice President of the MPC Board for several years. Mr. Hobson, along with other MPC board members, were instrumental in the acquisition of the local water companies in 2004-2006.

Mr. Hobson's institutional knowledge has been and will continue to be very valuable as the City looks to fund many capital projects in its Five Year Capital Improvement Plan. Many of these projects will be for the utility department.

Staff is proposing that this appointment be for a term that is just short of three full years in order to bring this seat to back into its original September 1st-August 30th cycle.

JUSTIFICATION/BENEFITS/ISSUES

Mr. Hobson has served the MPC Board well and ably, and he has generously agreed to continue serving.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
res2728.doc	Resolution 2728	Backup Material
Hobson Application 12-2013.pdf	Mark Hobson MPC Application	Backup Material

RESOLUTION NUMBER 2728

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING MARK HOBSON A MEMBER OF THE CITY'S MUNICIPAL PROPERTY CORPORATION.

WHEREAS, pursuant to Resolution Number 1343, the City Council approved Articles of Incorporation for a Municipal Property Corporation and appointed a board of directors; and

WHEREAS, the term of Mark Hobson has expired and it is necessary to appoint a new member consistent with the initial term appointment.

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

THAT, Mark Hobson, a resident of the City, is hereby appointed a member of the board of directors of the Municipal Property Corporation for a term ending on September 1, 2016.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA THIS 17TH DAY OF DECEMBER 2013.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk



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

APPLICATION FOR MPC BOARD
(BOARD/COMMISSION/COMMITTEE)

NAME HOBSON MARK H.
(Last) (First) (Middle)

MAILING ADDRESS 1730 SAWMILL RD COTTONWOOD AZ 86326
(Route or Box) (City) (State) (Zip)

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

HOME PHONE 634-7319 WORK/MESSAGE PHONE SAME

EMAIL ADDRESS: MLHOBSON@CABLEONE.NET

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. NONE

Education SOME COLLEGE 2 YRS

Work Experience BUSINESS OWNER - VARIOUS MFG. JOBS

Application for (Board/Commission/Committee)
Page 2

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

HAVE SERVED ON THIS BOARD FOR MANY YEARS

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

SERVE ON IDA BOARD - PAST PRESIDENT OF
CHAMBER OF COMMERCE -

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

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

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

YES 35 YRS.

Signature _____



Date 11-9-2013

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

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

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

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	December 17, 2013
Subject:	Off-Premise Signs
Department:	Development Services
From:	Berrin Nejad, Community Development Manager

REQUESTED ACTION

Discussion and direction to staff regarding off-premise signs.

SUGGESTED MOTION

N/A

BACKGROUND

Currently, the City's Zoning Ordinance does not permit off-premise signs. A number of business owners have complained about this policy, and indicated that they believe they are missing out on significant business opportunities because the public either doesn't know that their businesses exist or can't find them.

The Planning and Zoning Commission considered this matter at its November 18 meeting. The consensus of the Commission was that it would be appropriate to allow off-premise signs in certain situations, but that such signs should not be unsightly, distracting to drivers, or over-used.

The Commission authorized/directed staff to bring the matter to Council for further discussion and direction to staff.

JUSTIFICATION/BENEFITS/ISSUES

Off-premise signs are allowed in commercial and industrial districts by many jurisdictions, and could help restaurants and other commercial businesses that are located away from major roadways attract and direct potential customers. If allowed, however, such signs should be carefully regulated so that they do not distract drivers, reduce property values, or contribute to a cluttered appearance in the City's commercial corridors.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:

Description:

Type:

 [Off-premise attachment
\(2\).docx](#)

Samples of Off-Premise Signs

Cover Memo



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



 Print

Meeting Date:	December 17, 2013
Subject:	Resolution 2726 - Approving an Intergovernmental Agreement with the Arizona Department of Transportation and Other Local Governments in the Verde Valley for Improvements to State Route 260 Between I-17 and Thousand Trails
Department:	Development Services
From:	Morgan Scott, Development Services Manager

REQUESTED ACTION

Adoption of Resolution 2726 - Approving an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) and other local governments in the Verde Valley for improvements to State Route 260 between I-17 and Thousand Trails; and asking ADOT to consider installing and improving bicycle accommodations between and within Cottonwood and Camp Verde wherever feasible during the design and construction of the project.

SUGGESTED MOTION

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

I move to approve Resolution 2726.

BACKGROUND

The Arizona Department of Transportation (ADOT) has requested that the communities of the Verde Valley approve an access management plan for State Route (SR) 260 in order to show regional support for the project which may result in earlier funding of improvement projects on SR 260. With the direction from the Cottonwood City Council and other communities in the Verde Valley ADOT has drafted an Intergovernmental Agreement (IGA) which is attached to this report.

The section of SR260 that is being considered at this time is from Interstate 17 (I-17) to Thousand Trails Road. The majority of this area is in Camp Verde. Only the portion from Coury Drive to Thousand Trails Road - which is about 0.76 miles of the 7.4 miles of highway being considered - is in Cottonwood. However, SR 260 plays an important role in the local economy and the daily commute of many citizens. Before ADOT staff is willing to ask the state legislature for funds to construct the project they would like to see a formal agreement among local communities concerning the ultimate layout of the highway.

One change has been made since the last time this item was brought to the Council. The majority of the intersections described below will be constructed with the project rather than at a future date as required by development.

- | Item# | Road Name |
|-------|---------------------|
| 1. | Wilshire Road |
| 2. | Horseshoe Bend Road |
| 3. | Cherry Creek Road |
| 4. | To be Determined |
| 5. | To be Determined |
| 6. | Coury Drive |
| 7. | Thousand Trails |
| A) | Park Verde Road |
| B) | Old 279 |

In addition to the intersections listed above ADOT may allow right turn only driveways at minimum quarter mile increments along this portion of highway as warranted.

Intersection B will likely be deleted and or combined with intersection 5 in order to reduce the total number of intersections required.

The draft resolution also formally asks ADOT to consider installing and improving bicycle accommodations between and within Cottonwood and Camp Verde wherever feasible during the design and construction of the project.

JUSTIFICATION/BENEFITS/ISSUES

ADOT has indicated that it wants a formal agreement by and between itself and the local governments in the Verde Valley regarding the proposed intersections and access plan for this section of State Route 260 before it seeks a legislative appropriation for the project.

COST/FUNDING SOURCE

None

ATTACHMENTS:

Name:	Description:	Type:
Draft 260 MOU, 11-7-13.docx	Draft IGA	Cover Memo
State Route 260 Access Plan, 11-18-13.pdf	Access Management Plan	Cover Memo
Resolutions - 2013 - Resolution 2725 - Approving IGA with ADOT for Highway 260 Improvements - sbh_revs - 12-10-13 - FINAL.doc	Resolution 2725 - Approving Proposed IGA with ADOT and other Verde Valley Local Governments for Highway Improvements to State Route 260 between I-17 and	Cover Memo

ADOT CAR No.: IGA /JPA13-0002982-I
AG Contract No.: P001-2013-
Project: SR 260 Access Management
Section: Thousand Trails Road to I-17
Federal-aid No.:
ADOT Project No.: H8046 01D
TIP/STIP No.: n/a
**CFDA No.: 20.205 – Hwy Planning and
Construction**
Budget Source Item No.: n/a

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI APACHE NATION, YAVAPAI COUNTY, CITY OF COTTONWOOD, CITY OF
SEDONA, TOWN OF CAMP VERDE, TOWN OF CLARKDALE AND THE TOWN OF JEROME

THIS AGREEMENT is entered into this date _____, 2013, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State”), the YAVAPAI APACHE NATION, YAVAPAI COUNTY, CITY OF COTTONWOOD, CITY OF SEDONA, TOWN OF CAMP VERDE, TOWN OF CLARKDALE AND THE TOWN OF JEROME, (the “NATION” “COUNTY”, “CITY”, and the “TOWN”.) The State and the Nation, and the County, and the City, and the Town are collectively referred to as the “Parties”.

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401, to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Yavapai Apache Nation is empowered by Council Resolution No. _____ to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Nation.

3. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the County.

4. The Cities are empowered by Arizona Revised Statutes § 48-572, to enter into this Agreement and have authorized the undersigned to execute this Agreement on behalf of the Cities.

5. The Towns are empowered by Arizona Revised Statutes § 9-240, to enter into this Agreement and have authorized the undersigned to execute this Agreement on behalf of the Towns.

6. The purpose of this agreement is to obtain approval of intersection access points from the seven (7) jurisdictions impacted by proposed improvements on State Route (SR) 260 from Thousand Trails to I-17. The State will improve SR 260 to allow four lanes between Thousand Trails Road and Wilshire Drive. All “Parties” must agree on the following stipulations.

- SR 260 will have a rural divided highway cross section from Thousand Trails Road to Horseshoe Bend Road.

- A fringe urban cross section will be added from Horseshoe Bend Road to Wilshire Drive.
- One westbound and one eastbound left-in only access point will be permitted between Horseshoe Bend Road and Wilshire Drive.
- Right-in/Right-out access will be limited to ¼ mile minimum spacing.
- SR 260 intersections will be designed to maintain a level of service B on main line (SR 260) for a minimum of 20 years. Large developments may be required to do minor intersection improvements.
- Seven (7) full access intersections will be constructed at;
 - a. Thousand Trails Road (MP 211.95),
 - b. Coury Drive (MP 211.95),
 - c. (MP 214.00),
 - d. (MP 215.00),
 - e. Cherry Creek Road (215.93),
 - f. Horseshoe Bend Road (MP 216.78), and
 - g. Wilshire Drive (MP 218.30).

7. The Parties hereto agree to and acknowledge the following conditions: the “Parties” shall perform their responsibilities consistent with this Agreement, and any change or modification to the Project will only occur with the mutual written consent of all “Parties”.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:
 - a. Design and construct the proposed improvements along SR 260 from Thousand Trails Road (MP 211.95) to Wilshire Drive at (MP 218.30), as detailed in I. Recital number six (6) upon signature approval by all Parties to this Agreement.
2. The Apache Nation, the County, the Cities and the Towns will:
 - a. Agree to proposed roadway improvements along SR 260 as detailed in Recital number six (#6), upon signature approval by all Parties to this Agreement.
 - b. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the “Parties” shall take all necessary steps to remove or prevent any such encroachment or use
 - c. Grant the State, its agents and/or contractors, without cost, the right to enter the “Parties” rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall be perpetual, unless assumed by another competent entity.

2. The "Parties" to this Agreement agree that the State of Arizona shall be indemnified and held harmless by the "Parties" for the vicarious liability of the State as a result of entering into this Agreement. Each "Party" to this contract is responsible for its own negligence.

3. The "Parties" warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County and City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

4. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The "Parties" to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Every obligation of the "Parties" under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by any "Party" at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and no "Party" shall be obligated or liable for any future payments as a result of termination under this paragraph.

9. In the event of any controversy, which may arise out of this Agreement, the "Parties" hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518 if applicable.

(Paragraphs 10-15 for Yavapai Apache Nation only)

10. Limited Waiver of Sovereign Immunity. For purposes of this Agreement, and subject to the terms of this section, the Yavapai Apache Nation, consents and agrees to a limited waiver of its sovereign immunity from suit and consents to be sued on an arbitration award. The Yavapai Apache Nation represents that this limited waiver of sovereign immunity has been duly approved by the Yavapai Apache Nation's Council, as required by the Yavapai Apache Nation's Constitution. The Yavapai Apache Nation is not waiving its right to assert the defense of sovereign immunity except as expressly set forth, referred to, and provided for, in this Agreement. This limited waiver is enforceable solely by the State as limited hereunder and does not create any additional third party beneficiary rights to suits or private causes of action in favor of third Parties. The Parties agree that this section provides a limited waiver of sovereign immunity solely for the purpose of enforcing the provisions of this Agreement and enforcing any arbitration award hereunder and for no other purpose.

11. Dispute Resolution. In the event of a dispute, claim or controversy ("Dispute") arising out of or related to this Agreement, the Parties agree that it is in their mutual best interest to meet as promptly as

possible for the purpose of informally resolving said Dispute. In the event the Parties cannot resolve their Dispute informally after attempting to work in good faith, the Parties hereto agree to abide by arbitration as set forth below and that arbitration shall be a requisite before any Party may seek relief of any kind in State or Yavapai Apache Nation court.

12. Arbitration. If a party in good faith concludes that a Dispute arising out of or related to this Agreement is not likely to be resolved by informal dispute resolution then, upon notice by that Party to the other, said Dispute shall be finally and exclusively settled by submission of such Dispute to the American Arbitration Association (“AAA”) under its then prevailing procedural rules contained in the AAA’s Commercial Arbitration Rules to the extent that such rules shall not be interpreted to diminish, limit, or void the limited waiver of sovereign immunity set forth in Section 1 above or to increase the enforcement rights of the Parties. Within ten (10) days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment. The third arbitrator shall be a practicing attorney, actively engaged in the practice of law for at least ten (10) years and a member in good standing of the bar of the State of Arizona. Alternatively, the third arbitrator may be a retired judge of the federal court or the trial court of the state of Arizona. At least one of the arbitrators shall be knowledgeable with Federal Indian law and one arbitrator shall have AAA-acknowledged expertise in the appropriate subject matter. All arbitration proceedings shall be held in Maricopa County, or at such other place as shall be agreed by the Parties.

13. Award. The award shall be made within thirty (30) days of the filing of the notice of intent to arbitrate, and the arbitrators shall agree to comply with the schedule before accepting appointment. However, this time limit may be extended by agreement of the Parties or by the majority of the arbitrators, if necessary. Any award rendered in any such arbitration proceeding shall be final and binding upon all Parties to the proceeding. Review of an arbitration award must be made within 90 days after delivery of the award by the arbitrator(s).

14. Governing Law. This Agreement, including any claim or dispute arising hereunder submitted to binding arbitration shall be governed by the laws of the State of Arizona.

15. Enforcement. Judgment upon any award rendered by the arbitrators against either Party may be entered in the Yavapai Apache Nation’s court system or the Arizona State Court System (“State Court”) and interpreted and/or enforced pursuant to the terms of this Agreement, and/or pursuant to the terms of the AAA’s Commercial Arbitration Rules, and/or pursuant to the terms and provisions of the statutes, rules and regulations governing or providing for interpretation or enforcement of judgments applicable in any State of Arizona court.

16. All notices or demands upon any “Party” to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
 Joint Project Administration
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, Arizona 85007
 (602) 712-7124
 (602) 712-3132 Fax

Yavapai Apache Nation
 Anthony Canty
 Attorney General
 2400 West Datsi Street
 Camp Verde, AZ 86322
 928-567-1040
Acanty@yan-Nation.org

Yavapai County
 Mike Willett
 Public Works Dept. - Engineer
 1100 Commerce Drive
 Prescott, AZ 86305

City of Cottonwood
 Scott Morgan
 Public Works Dept. - Engineer
 827 N. Main Street
 Cottonwood, AZ 86326

928-777-7521
mike.willett@co.yavapai.az.us

928-634-5526
mscott@cottonwoodaz.gov

Town of Camp Verde

Ron Long
Engineer
473 S. Main Street
Ste 102
Camp Verde, AZ 86322
928-554-0021
ron.long@campverde.az.gov

City of Sedona

Charles P. Mosley
Public Works Dept - Contracts
102 Roadrunner Drive
Sedona, AZ 86336
928-204-7132
CMosley@sedonaaz.gov

Town of Clarkdale

Gayle Mabery
Town Manager
P.O. Box 308
Clarkdale, AZ 86324
928-639-2400

Town of Jerome

Candace Gallagher
Town Manager
P.O. Box 335
Jerome, AZ
928-634-7943

17. The "Parties" shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

18. The "Parties" hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

19. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the "Parties" are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

ATTORNEY APPROVAL FORM FOR YAVAPAI APACHE NATION

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and YAVAPAI APACHE NATION, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Yavapai Apache Nation, under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining "Parties", other than the State to enter into this Agreement.

DATED this _____ day of _____, 2013.

Nation Attorney

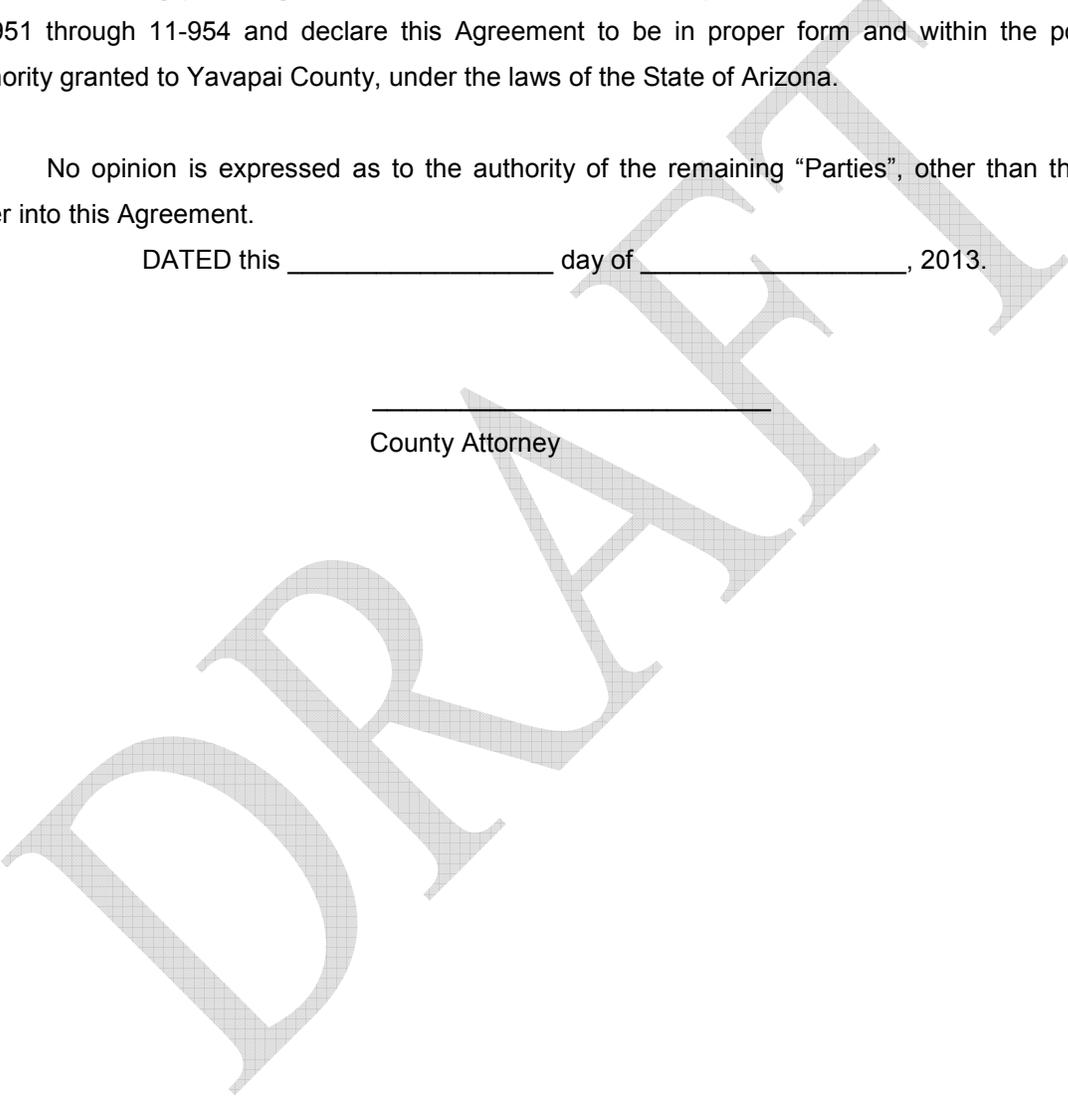
ATTORNEY APPROVAL FORM FOR YAVAPAI COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and YAVAPAI COUNTY, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to Yavapai County, under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining "Parties", other than the State to enter into this Agreement.

DATED this _____ day of _____, 2013.

County Attorney



ATTORNEY APPROVAL FORM FOR THE CITY OF COTTONWOOD

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF COTTONWOOD, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City of Cottonwood, under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining "Parties", other than the State to enter into this Agreement.

DATED this _____ day of _____, 2013.

City Attorney

ATTORNEY APPROVAL FORM FOR THE CITY OF SEDONA

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SEDONA, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City of Sedona, under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining "Parties", other than the State to enter into this Agreement.

DATED this _____ day of _____, 2013.

City Attorney

ATTORNEY APPROVAL FORM FOR THE TOWN OF CAMP VERDE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF CAMP VERDE, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town of Camp Verde, under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining "Parties", other than the State to enter into this Agreement.

DATED this _____ day of _____, 2013.

Town Attorney

DRAFT

ATTORNEY APPROVAL FORM FOR THE TOWN OF CLARKDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF CLARKDALE, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town of Clarkdale, under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining "Parties", other than the State to enter into this Agreement.

DATED this _____ day of _____, 2013.

Town Attorney

ATTORNEY APPROVAL FORM FOR THE TOWN OF JEROME

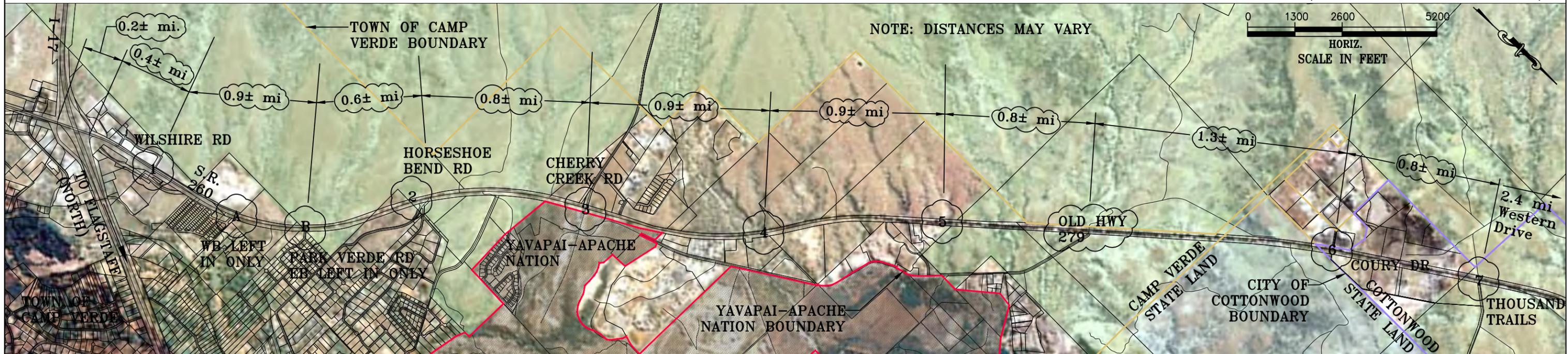
I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF JEROME, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town of Jerome, under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining "Parties", other than the State to enter into this Agreement.

DATED this _____ day of _____, 2013.

Town Attorney

STATE ROUTE 260 ACCESS PLAN - I-17 TO THOUSAND TRAILS (REVISION 6)



INTERSECTIONS

ITEM	LOCATION
①	WILSHIRE ROAD
②	HORSESHOE BEND ROAD
③	CHERRY CREEK ROAD
④	TBD
⑤	TBD
⑥	COURY DRIVE
⑦	THOUSAND TRAILS

LIMITED MOVEMENT INTERSECTIONS

ITEM	LOCATION
Ⓐ	FUTURE ACCESS WB LEFT IN ONLY
Ⓑ	PARK VERDE ROAD EB LEFT IN ONLY

OLD HWY 279

NOTES

INTERSECTIONS:
THE PLAN PROPOSES 7 FULL ACCESS INTERSECTIONS.

LEGEND

-  EXISTING BUILDINGS (2011)
-  TOWN OF CAMP VERDE BOUNDARY
-  CITY OF COTTONWOOD BOUNDARY
-  YAVAPAI-APACHE NATION BOUNDARY

DISCLAIMER

THIS DRAFT ACCESS MANAGEMENT PLAN EXHIBIT IS PROVIDED AS A COURTESY BY YAVAPAI COUNTY TO DEPICT PROBABLE LOCATIONS FOR INTERSECTIONS FOR THE STATE ROUTE 260 PROJECT. FINAL LOCATIONS WILL BE DETERMINED BY FURTHER ENGINEERING DESIGN CONDUCTED BY THE ARIZONA DEPARTMENT OF TRANSPORTATION.

SHEET INDEX

SHEET NUMBER	SHEET NAME
1	COVER SHEET
2	WILSHIRE RD TO PARK VERDE RD
3	PARK VERDE RD TO CHERRY CREEK RD
4	CHERRY CREEK RD TO PROPOSED INTERSECTION #4
5	PROPOSED INTERSECTION #4 TO PROPOSED INTERSECTION #5
6	PROPOSED INTERSECTION #5 TO OLD HWY 279
7	OLD HWY 279 TO COURY DR
8	COURY DR TO THOUSAND TRAILS

STATE ROUTE 260 ACCESS PLAN

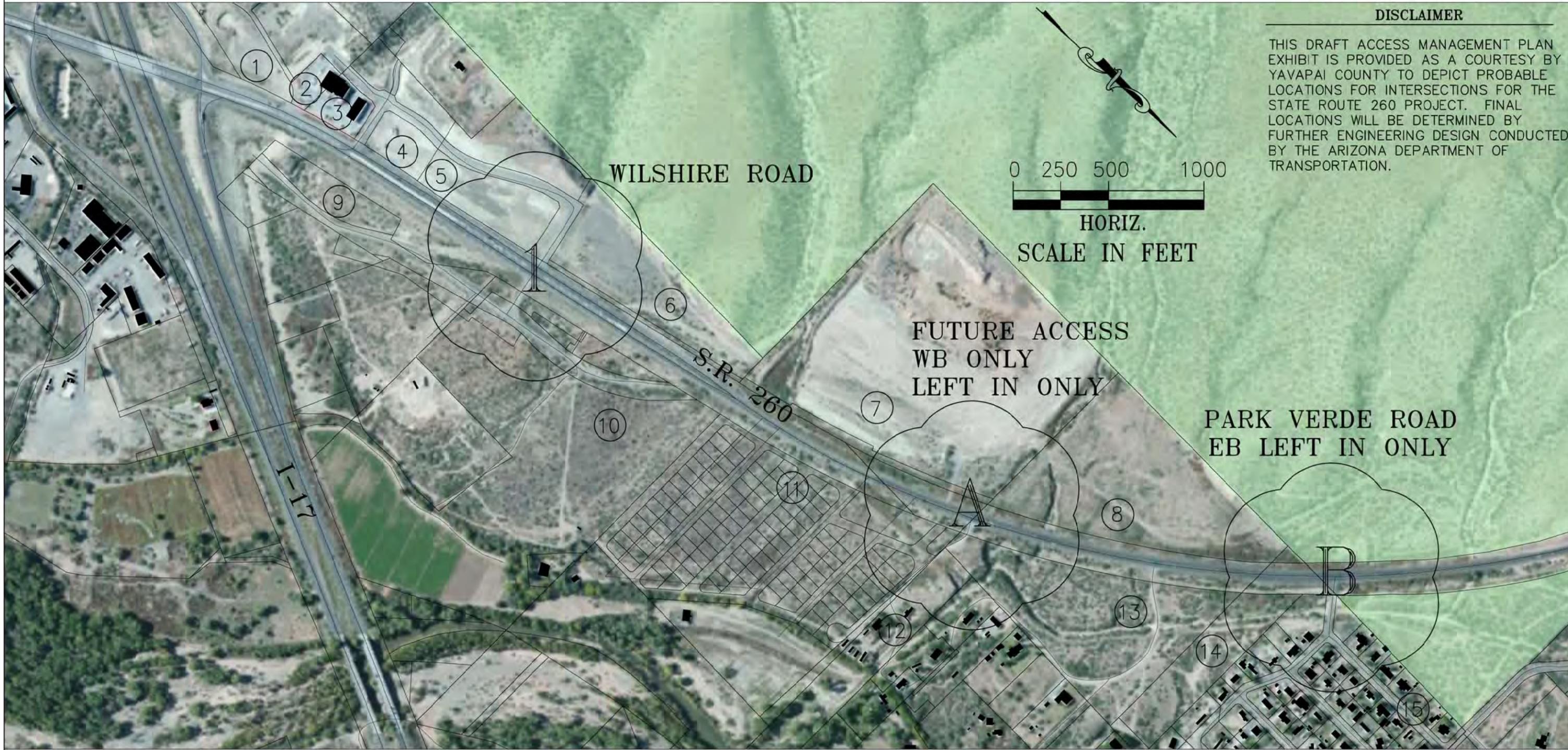
COVER SHEET
SHEET 1 OF 8

11/05/2013

WILSHIRE ROAD TO PARK VERDE ROAD

DISCLAIMER

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0 250 500 1000
 HORIZ.
 SCALE IN FEET

FUTURE ACCESS
 WB ONLY
 LEFT IN ONLY

PARK VERDE ROAD
 EB LEFT IN ONLY

PROPERTY OWNERSHIP INFORMATION

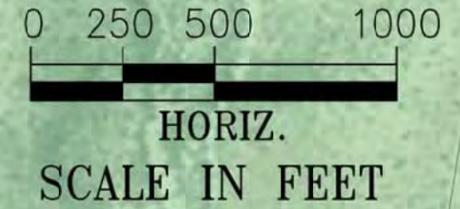
- | | | | |
|---|---|---|---|
| ① APN 403-22-027X
LNN ENTERPRISES INC | ⑤ APN 403-22-019H
I-17 COTTONWOOD PROPERTIES LLC | ⑨ APN 403-22-019B
SHILL HENRY M & JUNE ANN JY UI & | ⑬ APN 403-23-151B
VERDE VALLEY INV PARTNERS
V LLC |
| ② APN 403-22-019Q
CASA SIERRA INVESTMENTS LLLP | ⑥ APN 403-21-015G
WATER GAP ENTERPRISES LLC | ⑩ APN 403-21-014M
BALDWIN CONRAD H CREDIT TRUST UI | ⑭ APN 403-23-006C
GUTIERREZ MARCELINA URIBE |
| ③ APN 403-22-019P
LPC FUEL-B LLC | ⑦ APN 403-23-150A
SHILL HENRY M (BD) UI & | ⑪ RIO VERDE VISTA SUBDIVISION | ⑮ PARK VERDE ESTATES PLAT 3
SUBDIVISION |
| ④ APN 403-22-019E
CASA SIERRA INVESTMENTS LP | ⑧ APN 403-23-151A
VERDE VALLEY PROF CENTER PARTNERS
LLC | ⑫ APN 403-21-012
XPRESS DIRT LLC | |

STATE ROUTE 260 ACCESS PLAN
 WILSHIRE RD TO
 PARK VERDE RD
 11/05/2013 SHEET 2 OF 8

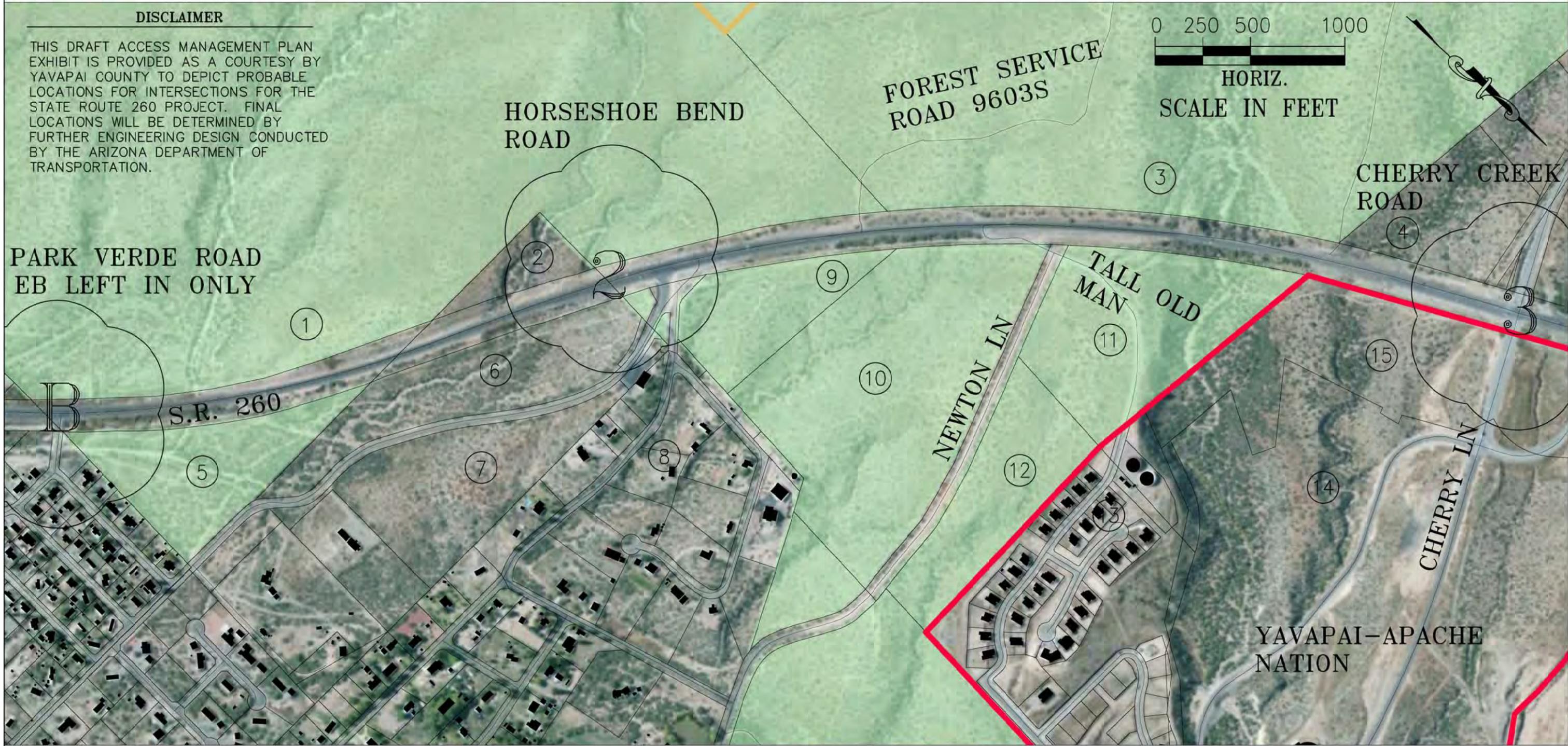
PARK VERDE ROAD TO CHERRY CREEK ROAD

DISCLAIMER

THIS DRAFT ACCESS MANAGEMENT PLAN EXHIBIT IS PROVIDED AS A COURTESY BY YAVAPAI COUNTY TO DEPICT PROBABLE LOCATIONS FOR INTERSECTIONS FOR THE STATE ROUTE 260 PROJECT. FINAL LOCATIONS WILL BE DETERMINED BY FURTHER ENGINEERING DESIGN CONDUCTED BY THE ARIZONA DEPARTMENT OF TRANSPORTATION.



PARK VERDE ROAD
EB LEFT IN ONLY



PROPERTY OWNERSHIP INFORMATION

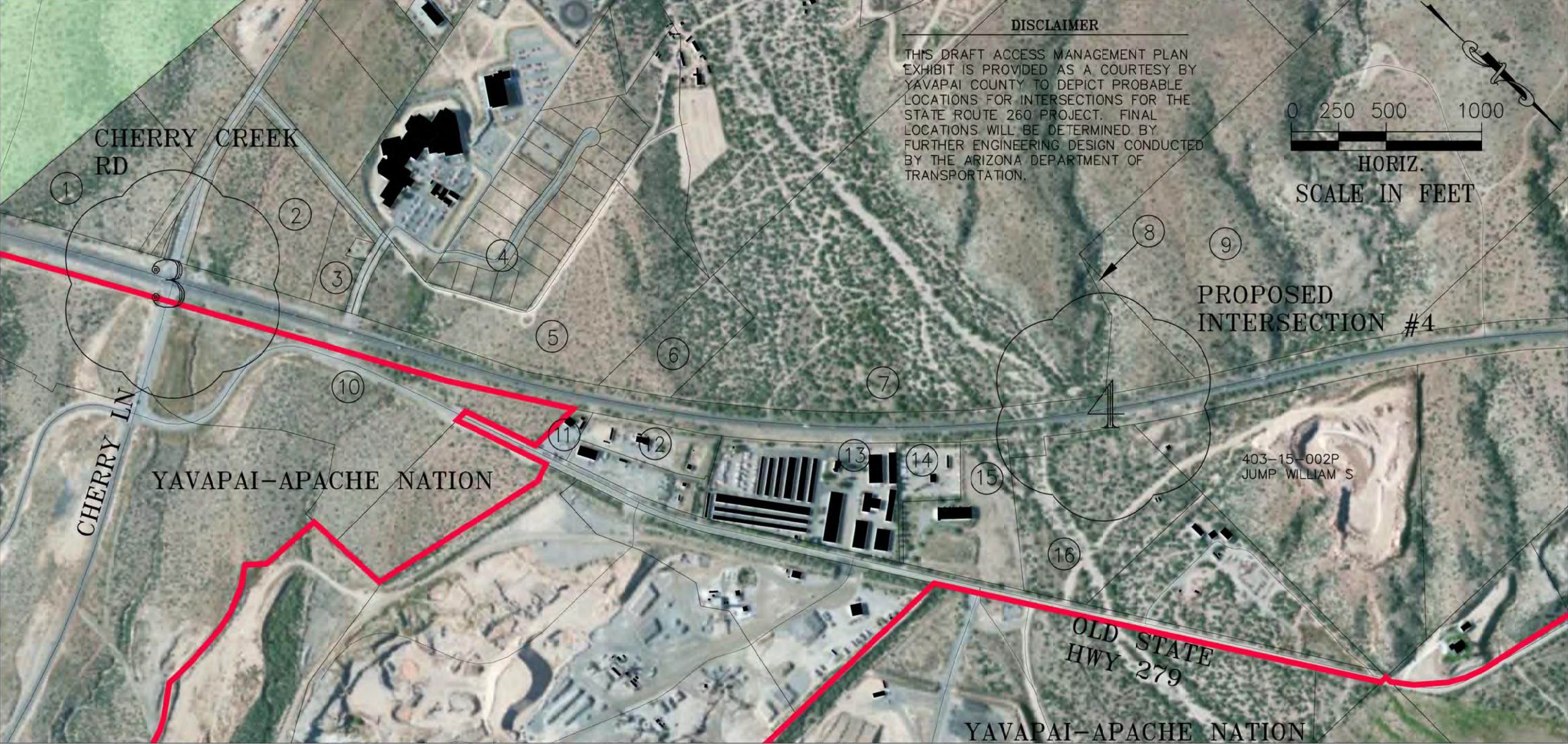
- | | | |
|--|--|--|
| ① PRESCOTT NATIONAL FOREST LAND | ⑥ APN 403-20-007Q INVESTMENTS UNLIMITED UI & | ⑪ PRESCOTT NATIONAL FOREST LAND |
| ② APN 403-20-007M INVESTMENTS UNLIMITED UI & | ⑦ APN 403-20-007Q INVESTMENTS UNLIMITED UI & | ⑫ PRESCOTT NATIONAL FOREST LAND |
| ③ PRESCOTT NATIONAL FOREST LAND | ⑧ VERDE WEST ACRES NO. 2 SUBDIVISION | ⑬ TUNLII SUBDIVISION |
| ④ APN 403-23-006N VERDE VALLEY PARTNERS | ⑨ PRESCOTT NATIONAL FOREST LAND | ⑭ APN 403-20-003C YAVAPAI APACHE NATION OF ARIZONA |
| ⑤ PRESCOTT NATIONAL FOREST LAND | ⑩ PRESCOTT NATIONAL FOREST LAND | ⑮ APN 403-20-003C YAVAPAI APACHE NATION OF ARIZONA |

STATE ROUTE 260 ACCESS PLAN

PARK VERDE RD TO
CHERRY CREEK RD
SHEET 3 OF 8

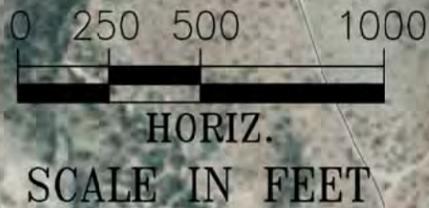
11/05/2013

CHERRY CREEK ROAD TO PROPOSED INTERSECTION #4



DISCLAIMER

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○ PROPERTY OWNERSHIP INFORMATION

① APN 403-23-006N VERDE VALLEY PARTNERS	⑤ APN 403-23-154B VERDE VALLEY PARTNERS	⑨ APN 403-15-003C AULTMAN LAND & CATTLE III LLC	⑬ APN 403-16-001P MCMAHAN PAT
② APN 403-23-006S VERDE VALLEY INVESTMENT PARTNERS III LLC	⑥ APN 403-15-003H ARIZONA BOARD OF REGENTS ON BEHALF OF UNIVERSITY OF ARIZONA	⑩ APN 403-23-005M YAVAPAI APACHE NATION OF AMERICA	⑭ APN 403-16-001J ALL STAR GAS INC OF ARIZONA
③ APN 403-23-006Q COPPER STAR INVESTMENTS LLC	⑦ APN 403-15-003E VRE CAMP VERDE LLC	⑪ APN 403-16-001L SKYLINE PROPERTY MANAGEMENT LLC	⑮ APN 403-16-001K COOK RICHARD L TRUST UI &
④ VERDE VALLEY BUSINESS PARK	⑧ APN 403-15-003G AULTMAN LAND & CATTLE II LLC	⑫ APN 403-16-001G GRAVES INVESTMENT CO LLC	⑯ APN 403-16-001F JUMP WILLIAM S

STATE ROUTE 260 ACCESS PLAN
CHERRY CREEK RD TO PROPOSED INTERSECTION #4
11/05/2013 SHEET 4 OF 8

PROPOSED INTERSECTION #4 TO PROPOSED INTERSECTION #5



○ PROPERTY OWNERSHIP INFORMATION

- | | | |
|---|--|--|
| ① APN 403-15-003C
AULTMANN LAND & CATTLE III LLC | ⑤ APN 403-15-002N
TULIN 2006 FAMILY TRUST | ⑨ APN 403-15-002V
AGM SALES & SERVICE LLC |
| ② APN 403-15-002Y
AULTMANN LAND & CATTLE IV LLC | ⑥ APN 403-15-001Q
WESTCREEK VISIONS LLC | ⑩ APN 403-15-002U
FAST TIME RANCH LLC |
| ③ APN 403-15-002P
JUMP WILLIAM S | ⑦ APN 403-15-001G
JEWETT NANCY WARE UI & | |
| ④ APN 403-15-002M
JARMAC INC | ⑧ APN 403-15-002S
WARE FAMILY TRUST UI & | |

DISCLAIMER

THIS DRAFT ACCESS MANAGEMENT PLAN EXHIBIT IS PROVIDED AS A COURTESY BY YAVAPAI COUNTY TO DEPICT PROBABLE LOCATIONS FOR INTERSECTIONS FOR THE STATE ROUTE 260 PROJECT. FINAL LOCATIONS WILL BE DETERMINED BY FURTHER ENGINEERING DESIGN CONDUCTED BY THE ARIZONA DEPARTMENT OF TRANSPORTATION.

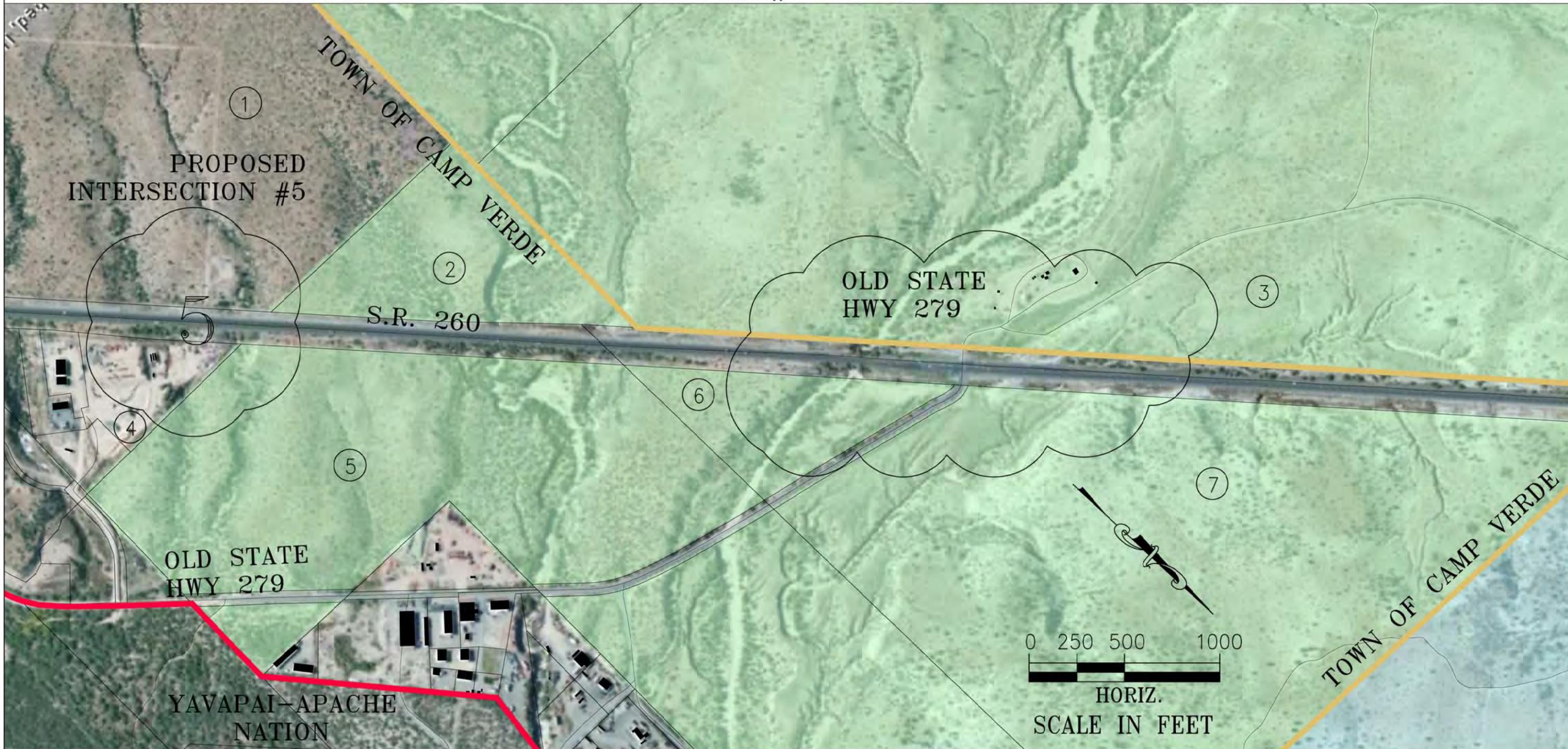
STATE ROUTE 260 ACCESS PLAN

PROPOSED INTERSECTION #4 TO
PROPOSED INTERSECTION #5

11/05/2013

SHEET 5 OF 8

PROPOSED INTERSECTION #5 TO OLD HIGHWAY 279



○ PROPERTY OWNERSHIP INFORMATION

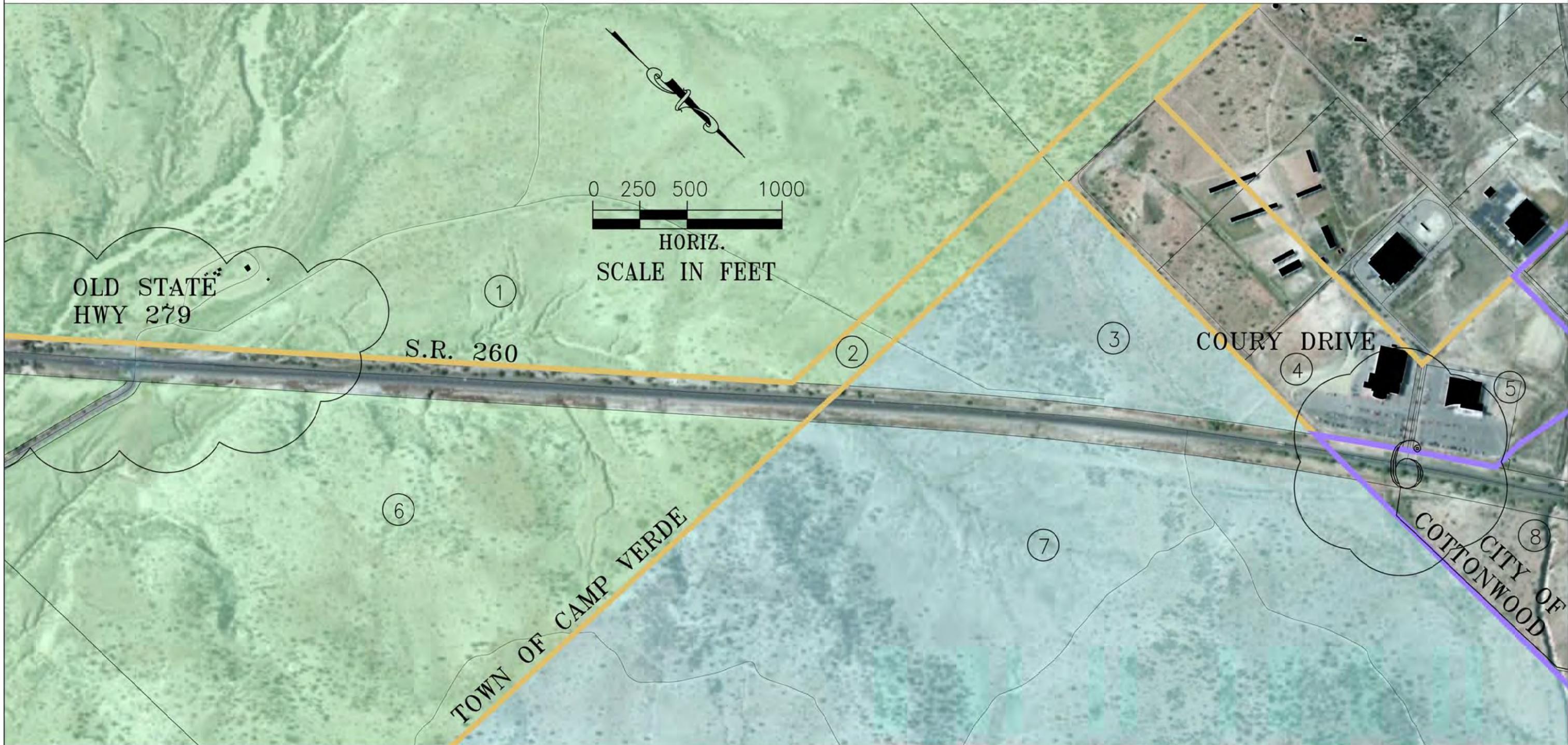
- | | |
|--|---------------------------------|
| ① APN 403-15-002V
AULTMANN LAND & CATTLE IV LLC | ⑥ PRESCOTT NATIONAL FOREST LAND |
| ② PRESCOTT NATIONAL FOREST LAND | ⑦ PRESCOTT NATIONAL FOREST LAND |
| ③ PRESCOTT NATIONAL FOREST LAND | |
| ④ APN 403-15-002X
MULCAIRE MICHAEL S | |
| ⑤ PRESCOTT NATIONAL FOREST LAND | |

DISCLAIMER

THIS DRAFT ACCESS MANAGEMENT PLAN EXHIBIT IS PROVIDED AS A COURTESY BY YAVAPAI COUNTY TO DEPICT PROBABLE LOCATIONS FOR INTERSECTIONS FOR THE STATE ROUTE 260 PROJECT. FINAL LOCATIONS WILL BE DETERMINED BY FURTHER ENGINEERING DESIGN CONDUCTED BY THE ARIZONA DEPARTMENT OF TRANSPORTATION.

STATE ROUTE 260 ACCESS PLAN
 PROPOSED INTERSECTION #5 TO
 OLD HIGHWAY 279
 11/05/2013 SHEET 6 OF 8

OLD HIGHWAY 279 TO COURY DRIVE



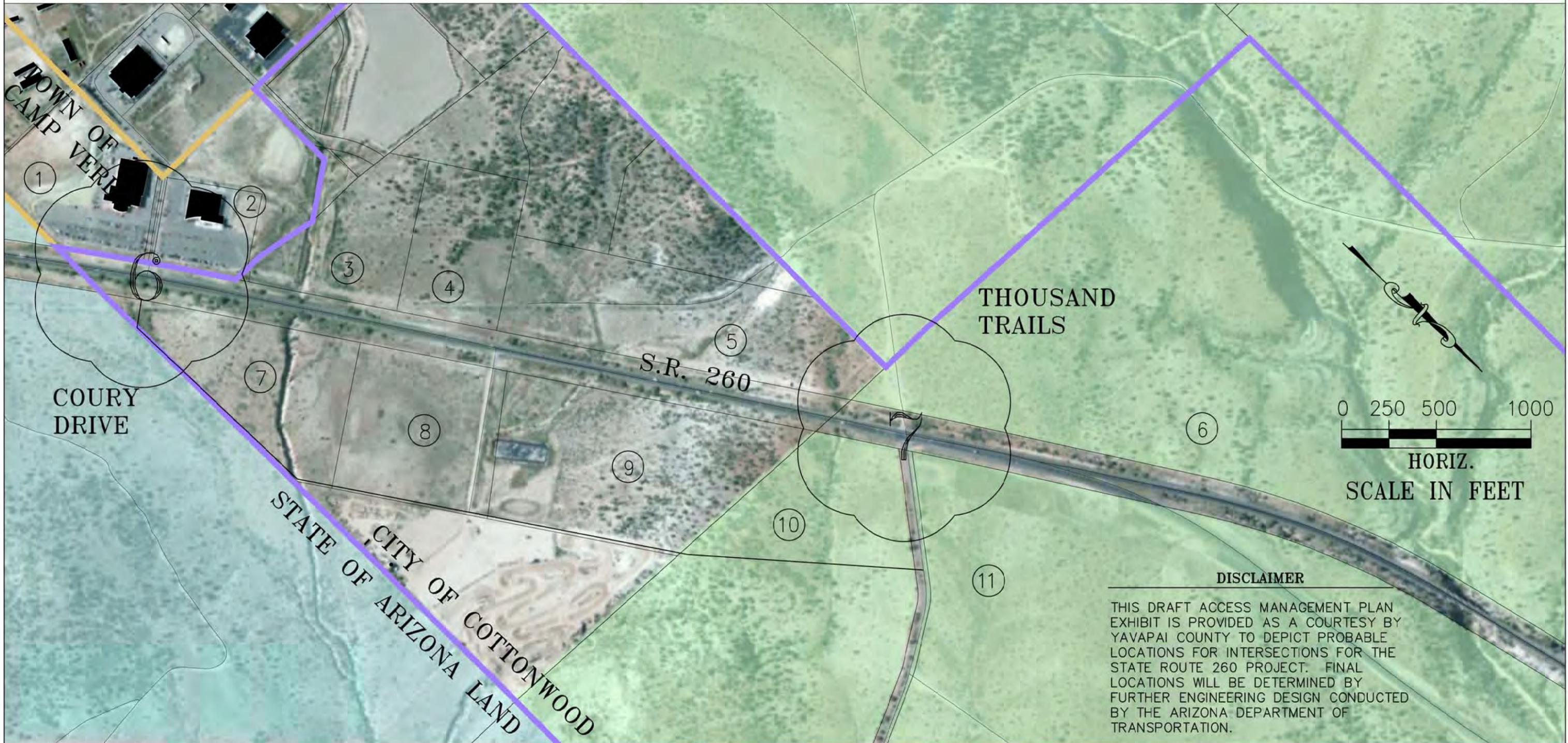
○ PROPERTY OWNERSHIP INFORMATION

- | | | | |
|---|--|---|---|
| ① | PRESCOTT NATIONAL FOREST LAND | ⑥ | PRESCOTT NATIONAL FOREST LAND |
| ② | PRESCOTT NATIONAL FOREST LAND | ⑦ | STATE OF ARIZONA – TRUST LAND |
| ③ | STATE OF ARIZONA – TRUST LAND | ⑧ | APN 407-09-153B
MCINNIS FAMILY TRUST |
| ④ | APN 407-09-043A
COURY STEVEN C & JULIE RS | | |
| ⑤ | APN 407-09-043D
COURY STEVEN C | | |

DISCLAIMER

THIS DRAFT ACCESS MANAGEMENT PLAN EXHIBIT IS PROVIDED AS A COURTESY BY YAVAPAI COUNTY TO DEPICT PROBABLE LOCATIONS FOR INTERSECTIONS FOR THE STATE ROUTE 260 PROJECT. FINAL LOCATIONS WILL BE DETERMINED BY FURTHER ENGINEERING DESIGN CONDUCTED BY THE ARIZONA DEPARTMENT OF TRANSPORTATION.

COURY DRIVE TO THOUSAND TRAILS



DISCLAIMER

THIS DRAFT ACCESS MANAGEMENT PLAN EXHIBIT IS PROVIDED AS A COURTESY BY YAVAPAI COUNTY TO DEPICT PROBABLE LOCATIONS FOR INTERSECTIONS FOR THE STATE ROUTE 260 PROJECT. FINAL LOCATIONS WILL BE DETERMINED BY FURTHER ENGINEERING DESIGN CONDUCTED BY THE ARIZONA DEPARTMENT OF TRANSPORTATION.

○ PROPERTY OWNERSHIP INFORMATION

① APN 407-09-043A COURY STEVEN C & JULIE RS	⑤ APN 407-09-011G GUTH WILLIAM F & MARY S JT	⑨ APN 407-09-153F MCINNIS FAMILY TRUST
② APN 407-09-043D COURY STEVEN C	⑥ PRESCOTT NATIONAL FOREST LAND	⑩ PRESCOTT NATIONAL FOREST LAND
③ APN 407-09-163E PUGH L GEORGE & PATTI RS UI &	⑦ APN 407-09-153B MCINNIS FAMILY TRUST	⑪ PRESCOTT NATIONAL FOREST LAND
④ APN 407-09-163H PUGH L GEORGE & PATTI RS UI &	⑧ APN 407-09-153D MCINNIS FAMILY TRUST	

STATE ROUTE 260 ACCESS PLAN

COURY DRIVE TO
THOUSAND TRAILS
SHEET 8 OF 8

11/05/2013

RESOLUTION NUMBER 272*

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA; THE YAVAPAI-APACHE NATION; YAVAPAI COUNTY; THE CITY OF SEDONA; AND THE TOWNS OF CAMP VERDE, CLARKDALE, AND JEROME, CONCERNING PROPOSED IMPROVEMENTS TO STATE ROUTE 260 BETWEEN THOUSAND TRAILS AND I-17; AND ENCOURAGING THE ARIZONA DEPARTMENT OF TRANSPORTATION TO CONSIDER INSTALLING AND IMPROVING BICYCLE ACCOMODATIONS BETWEEN AND WITHIN COTTONWOOD AND CAMP VERDE DURING THE DESIGN AND CONSTRUCTION OF THE PROJECT WHEREVER FEASIBLE.

WHEREAS, the City Council finds that the proposed improvements to State Route 260 between I-17 and Thousand Trails are in the public interest, in that they will enhance public safety and benefit the City's economy; and

WHEREAS, the Council has reviewed and considered the proposed IGA, and finds it reasonable, appropriate and acceptable; and

WHEREAS, the Council believes that the Arizona Department of Transportation should consider installing and improving bicycle accommodations between and within Cottonwood and Camp Verde during the design and construction of the project wherever feasible;

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

1. That the Intergovernmental Agreement with the State of Arizona through its Department of Transportation; the Yavapai Apache Nation; Yavapai County; the City of Sedona; and the Towns of Camp Verde, Clarkdale, and Jerome concerning the proposed improvements to State Route 260 between Thousand Trails and I-17 is hereby approved.
2. That the Council respectfully requests that the Arizona Department of Transportation consider installing and improving bicycle accommodations between and within Cottonwood and Camp Verde during the design and construction of the project wherever feasible.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 3RD DAY OF DECEMBER 2013.

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:	December 17, 2013
Subject:	Resolution Number 2727, approving an Intergovernmental Agreement with the Yavapai Apache Nation (YAN) for the use of CAT bus stops within the City and to coordinate with CAT/LYNX on transfer of passengers at the City Library.
Department:	Community Services
From:	Bruce Morrow, Transportation Manager

REQUESTED ACTION

Adoption of Resolution Number 2727, approving an Intergovernmental Agreement with the Yavapai Apache Nation (YAN) for the use of CAT bus stops within the City and to coordinate with CAT/LYNX on transfer of passengers at the City Library.

SUGGESTED MOTION

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

"I move to approve Resolution Number 2727."

BACKGROUND

Since the City took over the CAT/LYNX service in 2012, there have been talks, spearheaded by NACOG, for the coordination of transportation services throughout the Verde Valley. The Yavapai Apache Nation received a grant to start a transit operation to link their Administrative, Personnel Services, and other tribal offices in Middle Verde to their reservation areas in Camp Verde and the Town of Clarkdale. The YAN had been working on getting this service going for some time. In late 2012, the YAN hired a transportation manager to bring this goal to fruition. To assist the YAN to achieve this goal, coordination meetings were held with CAT/LYNX staff, as well as interested delegates from the Town of Camp Verde, Beaver Creek Transit, NACOG, and Verde Valley Caregivers in order to provide support and information to the YAN. They are now awaiting arrival of their buses for the inaugural service, anticipated to start January 2. The anticipated route will take in Middle Verde, Cliff Castle Casino, and Camp Verde, along with servicing all tribal areas. This transportation system will also provide stops at shopping areas, Yavapai County offices and detention facilities along the Hwy. 260 corridor and Cherry Road. It will then continue into Cottonwood's shopping areas, the library, VVMC,

and into Clarkdale. The current schedule allows for an early and late express runs from Clarkdale to Middle Verde and from Middle Verde to Clarkdale. The YAN is anticipating up to 4 round trips a day, Monday through Friday.

The YAN has set their scheduled service to tie in with the CAT/LYNX service so that people can travel from Camp Verde to Sedona via public transportation, transferring at the Cottonwood Library. By this agreement, riders will be able to move more freely about the Verde Valley and enjoy more opportunities to take advantage of medical and physician services; shopping; dining and recreation throughout the valley.

JUSTIFICATION/BENEFITS/ISSUES

The benefits for those that cannot drive for whatever reason are obvious. With the start of Yavapai Apache Nation Transit, people will be able to get from Camp Verde to Sedona using the bus service. This will provide opportunities for people to obtain needed health care services, shopping, and recreational services, as well as social services that they might not have been able to access before. This will improve the quality of life for all those that can take advantage of the new options that will be available to them by utilizing the coordinated transit services of CAT/LYNX and Yavapai Apache Nation Transit.

COST/FUNDING SOURCE

The primary funding for CAT/LYNX operations is a 5311 Grant from the FTA, with local match funding provided by the City as well as through agreements with Clarkdale, Sedona, and Yavapai County. The YAN has grant funding from the FTA, as well as additional funding from tribal sources and a transportation grant from the BIA. There would be no additional costs to the City associated with this agreement.

ATTACHMENTS:

Name:	Description:	Type:
IGA - Cottonwood - YAN FINAL 11-22-13.doc	YAN IGA with Cottonwood on Transportation	Cover Memo
Resolutions 2013 - Resolution 2727 - IGA with YAN for Transportation System Coordination - sbh - 12-11-13.docx	Resolution 2727 - Revised	Cover Memo

INTERGOVERNMENTAL AGREEMENT

The Yavapai-Apache Nation
And
The City of Cottonwood

(Public Transportation)

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “Agreement” or “IGA”) is made and entered into this ___ day of _____ 2014, by and between the **YAVAPAI-APACHE NATION**, a Federally Recognized Indian Tribe (hereinafter the “Nation”) and the **CITY OF COTTONWOOD**, an Arizona municipal corporation (hereinafter “Cottonwood”).

WHEREAS, the Nation has authority under its constitution to provide public transportation services and has entered into funding agreements with the United States to provide such services; and

WHEREAS, the Nation currently operates a public transit system and wishes to extend its service within the municipal boundaries of Cottonwood; and

WHEREAS, the Nation has authority under its constitution to enter into and perform agreements with federal, state and local governments; and

WHEREAS, Cottonwood has authority to provide for public transportation under A.R.S. § 9-240.B(25) and currently operates a public transit system known as the Cottonwood Area Transit System (“CATS”); and

WHEREAS, Cottonwood has authority to enter into and perform agreements with Tribal governments under A.R.S. § 11-952.

NOW, THEREFORE, in consideration of the mutual covenants and considerations provided herein, the parties agree as follows:

1. Obligations of the Parties.

A. Nation’s Responsibilities. The Nation agrees to:

- (1) Be responsible for operation of the YAN public transit system, including all the costs associated with operating the system.
- (2) Comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments when operating within the municipal boundaries of Cottonwood.

- (3) Follow the route described in Attachment A of this IGA, which is subject to future modification. In the case of such a modification, the Nation will provide a modified copy of the route to Cottonwood prior to implementation of the modified route.
- (4) Cooperate with Cottonwood to avoid duplication of routes among our respective public transit systems.
- (5) Set public transit system rates to coincide with CATS rates.
- (6) Accept transfers from CATS to the Nation's public transit system at no additional charge.

B. Cottonwood's Responsibilities. Cottonwood agrees to:

- (1) Permit the Nation to operate its public transit system within the municipal boundaries of Cottonwood.
- (2) Permit the Nation to utilize CATS bus stops in the course of operating the Nation's public transit system within the municipal boundaries of Cottonwood.
- (3) Cooperate with the Nation to avoid duplication of routes among our respective public transit systems.
- (4) Accept transfers from the Nation's public transit system to CATS at no additional charge.

2. No Transfer of Funds.

Each party acknowledges that there will be no transfer of funds between the parties in connection with this Agreement. The parties do, however, agree to support one another's effort to obtain funding from other sources for their respective public transit operations.

3. Term of Agreement and Termination.

Unless terminated earlier pursuant to this Section, the term this IGA shall be one (1) year from _____, 2014 through _____, 2015, provided that the parties may, no later than 14 days prior to the expiration of the term or any subsequent term, mutually agree to extend this IGA through a written amendment to this IGA. The Nation and Cottonwood by mutual written agreement may terminate this IGA, or either the Nation or Cottonwood may terminate this IGA upon sixty (60) days written notice to the other party.

4. Mutual Indemnification.

Cottonwood agrees to indemnify and hold harmless the Nation, its elected representatives, officers, agents and employees against any and all liability, loss or expense, including reasonable attorneys' fees, brought or filed by a third party resulting from any acts or omissions of Cottonwood, its elected representatives, officers, agents and employees arising out of or related to this IGA. The Nation agrees to indemnify and hold harmless Cottonwood, its elected representatives, officers, agents and employees against any and all liability, loss or expense, including reasonable attorneys' fees, brought or filed by a third party resulting from any acts or omissions of the Nation, its elected representatives, officers, agents and employees arising out of or related to this IGA.

5. Entire Agreement.

This Agreement constitutes the entire agreement of the parties with regard to the subject matter contained herein, and replaces and supersedes all other prior agreements or understandings, whether written or oral. Except as otherwise provided herein, no amendment, extension, or change to this Agreement shall be binding unless in writing and signed by both parties.

6. Dispute Resolution.

In the event any claim, dispute or controversy arises between Cottonwood and the Nation under the terms of this Agreement, the parties agree to attempt to resolve the matter informally through discussions and negotiations. Should the parties fail to reach a resolution through this informal process, the parties agree to terminate this Agreement as provided in Section 3.

7. Authority.

Each party warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals the day and year first above written.

YAVAPAI-APACHE NATION

CITY OF COTTONWOOD

By: _____

By: _____

Thomas Beauty
Chairman

Approved as to Form:

Office of the Attorney General

RESOLUTION NUMBER 2727

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE YAVAPAI-APACHE NATION FOR PUBLIC TRANSPORTATION SERVICES.

WHEREAS, the Yavapai-Apache Nation ("Nation") operates a public transit system and wishes to extend its service into and through the City; and

WHEREAS, the City and the Nation (collectively, the "Parties") have successfully conferred for the purpose of entering into an Intergovernmental Agreement that allows the Nation to operate its transit system within the City, and provides for coordination between the Parties' respective transit systems;

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

THAT the proposed Intergovernmental Agreement with the Yavapai-Apache Nation for public transportation services is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 17TH DAY OF DECEMBER 2013.

Diane Joens, Mayor

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steven B. Horton, Esq.

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



 Print

Meeting Date:	December 17, 2013
Subject:	Proposed Agreement for Partial Cost-Sharing for Maintenance and Repair of Ledbetter Law/Old Town Cottonwood Sign
Department:	Attorney
From:	Steve Horton, City Attorney

REQUESTED ACTION

Discussion, consideration, and possible legal action regarding a proposed agreement for partial cost-sharing for the maintenance and repair of the Ledbetter Law/Old Town Cottonwood sign.

SUGGESTED MOTION

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

"I move to approve the proposed agreement for partial cost-sharing for the maintenance and repair of the Ledbetter Law/Old Town sign."

BACKGROUND

At its meeting on May 12, 2009, the Council authorized a contribution of \$6,000.00 to the Old Town Association to help pay for major repairs to the Old Town/Ledbetter Law sign in Old Town. There was also some discussion of an ongoing agreement regarding future maintenance and repairs to the sign, but no decision was made or direction given on that issue at that time.

The City is now being asked to share in the cost of some recent repairs to the sign. Those repairs cost a little over \$2,300.00.

To address this and future similar requests, Staff is proposing that the City pay half of the costs of maintaining and repairing the sign, up to a maximum contribution of \$1,000.00 per year. The proposed agreement is terminable at will, so this or any future Council will be free to cancel this obligation at any time, for any reason.

JUSTIFICATION/BENEFITS/ISSUES

During the discussion at which the Council initially agreed to contribute toward the repair of the sign, it was generally acknowledged that the sign benefitted Old Town and the City as well as the law firm it advertises. The proposed agreement recognizes that fact, while capping the City's annual costs at \$1,000.00 and allowing this or any future Council to cancel the agreement at any time for any reason.

COST/FUNDING SOURCE

General Fund.

ATTACHMENTS:

Name:	Description:	Type:
 Agreements 2013 - Ledbetter- Old Town Sign Maintenance-sbh-11-26-13.docx	Proposed Cost-Sharing Agreement with the Ledbetter Law Firm for Maintenance and Repair of the Ledbetter/Old Town Sign	Cover Memo
 Minutes From Discussion Re Funding of Old Town Sign - 05-12-09.docx	Minutes From May 12, 2009 Council Discussion Re: Old Town Sign	Cover Memo

AGREEMENT FOR THE PARTIAL REIMBURSEMENT OF CERTAIN COSTS
ASSOCIATED WITH THE REPAIR AND MAINTENANCE OF A SIGN IN OLD TOWN
COTTONWOOD BETWEEN THE LEDBETTER LAW FIRM ("LEDBETTER") AND THE
CITY OF COTTONWOOD, ARIZONA ("CITY")

Recitals

1. Ledbetter has installed and maintains a sign in Old Town Cottonwood ("Old Town") that advertises its legal services business as well as Old Town itself.
2. Because of the sign's historic character, and because it advertises Old Town in addition to Ledbetter's commercial business, the City is willing to contribute up to \$1,000.00 per year for reasonable and necessary repairs and maintenance thereto for as long as this Agreement remains in effect.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ledbetter and the City hereby agree as follows:

1. Maintenance and Repair of Sign. Ledbetter will provide or arrange for all maintenance and repair services required to keep the sign in proper working order. All such work and services will be performed in conformance to all applicable statutes, regulations, codes and ordinances.
2. City Contribution. Upon receipt of copies of paid invoices and/or other documentation of the performance of and payment for any of the services described in paragraph 1 above, the City will reimburse Ledbetter for 50 percent of the costs of such services, up to maximum amount of \$1,000.00 per year during each state fiscal year (July 1 of one year through June 30 of the next) that this Agreement is in effect.
3. Term. This Agreement shall be deemed to have commenced on July 1, 2013, and shall renew annually on each July 1 thereafter, unless cancelled in accordance with paragraph 4 below.
4. Cancellation of Agreement. This Agreement may be cancelled by either party at any time for any reason (including but not limited to the reasons set forth in Arizona Revised Statutes Section 38-511) without penalty or further obligation of any kind upon the provision of written notice to the other.
5. Indemnification. Ledbetter shall hold harmless and indemnify the City from and against any and all claims, costs, losses, expenses, and liabilities of any kind or nature whatsoever related to subject matter of this Agreement.

REQUEST FOR A CONTRIBUTION FROM THE CITY TO THE OLD TOWN
ASSOCIATION FOR THE POSSIBLE RENOVATION OF THE SHEP'S SIGN LOCATED
ALONG NORTH MAIN STREET IN OLD TOWN COTTONWOOD

Mr. Gehlert stated Council packets contained a request from Mr. Jim Ledbetter for participation in the restoration of the Shep's Liquor sign in Old Town. The proposal was to convert the sign to a welcome sign for Old Town with advertising for the Ledbetter Law firm and for the costs to be split evenly with the City. A design for the sign had been arrived at through discussions with the Planning and Zoning Commission.

Ms. Lisa Pender, President of the Old Town Association (OTA), stated part of the OTA's funds would go towards the sign and the OTA would request matching funds from another area agency. Mr. Ledbetter would contribute approximately \$6,500 towards the sign while the OTA expected to raise the balance of \$3,500 of the \$10,000 cost of this long term city investment. They would raise \$3,500 in addition to a \$10,000 donation by the City.

Mayor Joens asked if the OTA had not been funded this year.

Mr. Bartosh stated it had not been funded. It would be a matter for the Council's consideration next fiscal year. It might be possible to get some things done this year using the manager's contingency fund.

Mayor Joens stated she thought about funding from the Council's contingency fund. Council Member Elinski asked if the Council was not being asked to contribute half of the cost of the sign, or would the City fund the OTA which would then give it to Mr. Ledbetter.

Ms. Pender stated she would ask that the OTA not to directly fund it. It was part of economic development and it would draw a lot of attraction. It directly benefited the Old Town area. Mr. Ledbetter was asking the City to fund this. She was just creating an opportunity for showing how much the OTA was willing to work through a project process.

Council Member Kirby asked if there was a problem giving money to an individual from the City. He wanted to find how much Old Town needed and what the City was being asked to contribute. He had a problem giving money directly to Mr. Ledbetter and would rather it go through the OTA.

Mr. Ledbetter stated it was not his original intention to have the OTA pay for the sign. The restoration cost had been negotiated down to \$13,000. He had planned to have the sign removed but had been approached by the City to have it renovated. The cost was prohibitive for the OTA and should be borne by the City. Vice Mayor Pfeifer stated she was in favor of keeping the sign. She asked if that meant we would be funding the OTA \$10,000 plus \$6,000 for the sign. It was an idea she liked.

Mr. Scanlan, of Cottonwood, stated it used to be that the OTA was dysfunctional and money given to them was flushed down the toilet. Then the City began earmarking funds for putting on events like the farmers' market. Old Town was doing just fine now and parking was at a premium. The sign was a liquor sign and on private property. It set a bad precedent, giving money to the OTA to put up a sign that was not needed. There was a lot of nostalgia associated with the sign, but the City Council had no business giving money for signs on private property. It would be a decision that would come back to haunt you.

Mr. Tom Pender, of Cottonwood, stated Old Town was building momentum to be successful. It was by no means overrun with visitors. Spending a little bit of money on a sign welcoming people to Old Town was something he supported.

Ms. Annabel Sclipa, Vice President of the OTA, stated Old Town was still not a recognized destination. Assistance from the City would help the OTA and the sign would provide a visual landmark for the district and attract visitors.

Mr. Ledbetter stated in terms of the parking issue downtown on Pinal and First Streets, a lot for 30 vehicles plus handicapped spots should be in place for Council approval by the end of June. The City would lease back the development there in a co-development with his family's property. The public-private partnership was a good thing. The development of the sign project was one that had a lot of public support. It would be done jointly with the Old Town Association at no cost to the City.

Mayor Joens stated this was a private sign and Mr. Ledbetter didn't have to put "Welcome" and "Old Town" on the sign at all. It could read all "Ledbetter" and be made totally private. He was doing this as a benefit to Old Town.

Mr. Bartosh stated he agreed with her sentiments. It was more of a gift to the City than not. It would be appropriate to run this through the Old Town Association. In terms of the funding, he had urged Ms. Pender to present an invoice so that we could spend the \$10,000 for the OTA which he had since found out we didn't have. His recommendation to the Council was to fund half the cost of the renovation and run that through the OTA, taking that funding from the Council contingency. He further recommended he hold discussions with Ms. Pender to determine the OTA's needs for his year and to determine a means of funding those needs. It may require additional contingency from the Council's fund, or the Manager's contingency. It was the right time to support the OTA. There was good leadership, good synergy, and a positive relationship with the wine consortium. It was good investment in the economic development and the continued revitalization of Old Town.

Mayor Joens asked if there would be anything that could be put into a public-private partnership agreement that would protect the citizens and Old town to keep the sign should Mr. Ledbetter or his family decide to sell the property.

Mr. Horton stated the parties could negotiate provisions in an agreement about the upkeep and perpetuity of the sign. Two things applied when spending public money: public purpose and fair return. Until lately, a Council's determination of public purpose had not been put to very careful scrutiny. There were current cases in court that could change that. It was likely, however, that there would be enough public purpose here, despite the fact that the sign was on private property, to withstand scrutiny by the court even under stricter standards, should they be applied.

Council Member Elinski asked if Mr. Ledbetter and the OTA could work out an agreement between themselves and keep the City out of it.

Mr. Horton stated, certainly. The decision that would come before the Council would be the funding of the OTA and for the promotion of economic development. Then, it would be left to the OTA, in its discretion, to determine how to expend those funds to promote economic development in Old Town. The Council would, in that way, be removed from that decision.

Mayor Joens stated it would be up to them to decide if they wanted to create some type of legal requirement that they would have a say in the sign. She asked if the sign was in a City easement.

Mr. Gehlert replied, no, but that could be part of the solution.

Mayor Joens stated no motion could be taken because this was a work session and only direction to staff could be given.

Council Member Elinski stated his support for the project but had concerns about the City giving the money directly to Mr. Ledbetter. However, preservation of the sign was important, any way that we could.

Mayor Joens recommended the Council fund the OTA, as the simplest, easiest way to participate, and have the City Manager find the source of the funds in the Council contingency.

Council Member Kirby stated the sign would be good for the City and we needed to proceed with funding this project. He asked if further action by the Council was necessary.

Mayor Joens stated less than a quarter of the sign was for Mr. Ledbetter's purpose and three-quarters of it was for the public's purpose and economic development's purpose.

Council Member Elinski stated the OTA should be funded for \$10,000 and should be encouraged to work out an agreement to keep the sign throughout the generations. Mr. Scanlan asked who would pay for the electricity used by the sign.

Mr. Ledbetter stated, he would.

Council Member Elinski asked, if in the future Mr. Ledbetter were to sell the property, what agreement would be in place to ensure the sign remained lit but supposed it would be something for the OTA and the property owner to work out between themselves.

Mayor Joens stated the Council's direction was for staff to take \$10,000 from the Council's contingency and pay it to the OTA, plus \$6,000 for the sign.

