

A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD DECEMBER 18, 2012, AT 6:00 P.M., AT CITY COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER--THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.
- V. INTRODUCTION OF NEW EMPLOYEES--FIREFIGHTER TIMOTHY BISHOP.
- VI. CALL TO THE PUBLIC-- This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02.H.) Comments are limited to a 5 minute time period.
- VII. APPROVAL OF MINUTES--Special Work Session of October 30, 2012, Regular Meeting of November 6, 2012, Special Meeting of November 13, 2012, and Work Session of November 13, 2012.

Comments regarding items listed on the agenda are limited to a 5 minute time period per speaker.
- VIII. OLD BUSINESS
 1. ORDINANCE NUMBER 591--AMENDING TITLE 5, BUSINESS TAXES, LICENSES AND REGULATIONS, OF THE MUNICIPAL CODE BY DELETING CHAPTER 5.04, BUSINESS LICENSES, AND ADDING A NEW CHAPTER 5.04, BUSINESS REGISTRATION; REGULATIONS; SECOND & FINAL READING.
- IX. CONSENT AGENDA
 1. LIQUOR LICENSE APPLICATION FOR ERIC S. JURISIN, APPLICANT FOR THE NEW BOCCE RESTAURANT/BAR TO BE LOCATED AT 1060 NORTH MAIN STREET.
 2. AWARD OF BID FOR CITY FACILITIES CUSTODIAL/JANITORIAL MAINTENANCE SERVICES.
- X. NEW BUSINESS--The following items are for Council discussion, consideration, and possible legal action.

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1. SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY LANA TOLLESON, APPLICANT FOR THE COTTONWOOD CHAMBER OF COMMERCE, FOR THE ANNUAL CHAMBER BANQUET SCHEDULED FOR JANUARY 25, 2013, AT THE COTTONWOOD RECREATION CENTER.
 2. AWARD OF BID FOR THE CENTRIFUGE LOADING PAD IMPROVEMENT PROJECT FOR THE WASTEWATER TREATMENT PLANT.
 3. ADDITIONAL OPTIONS AND INFORMATION PERTAINING TO THE COTTONWOOD DOG PARK.
 4. RESOLUTION NUMBER 2675--APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA THROUGH ITS DEPARTMENT OF PUBLIC SAFETY TO ENHANCE LAW ENFORCEMENT SERVICES CONCERNING THE CRIMINAL ACTIVITIES OF STREET GANGS.
 5. EXTENSION OF THE DEADLINE FOR THE SATISFACTION OF THE CONDITIONS OF THE FINAL PLAT FOR COPPERGATE BUSINESS PARK, LOCATED AT THE WESTERN EXTENSION OF ALAMOS DRIVE (APN 406-32-082E, 083J, 084B, 084C, 087, 019E.)
 6. RESOLUTION NUMBER 2676--DECLARING THAT CERTAIN DOCUMENT ENTITLED "SECTION 309., HILLSIDE DEVELOPMENT STANDARDS" TO BE A PUBLIC RECORD.
 7. ORDINANCE NUMBER 593--AMENDING ARTICLE III, PROCEDURES, OF THE COTTONWOOD ZONING ORDINANCE BY ADDING A NEW SECTION 309. HILLSIDE DEVELOPMENT STANDARDS; FIRST READING.
- XI. CLAIMS & ADJUSTMENTS
- XII. EXECUTIVE SESSION - PURSUANT TO A.R.S. § 38-431.03. (A)(7.) THE COUNCIL MAY VOTE TO CONVENE IN EXECUTIVE SESSION TO CONSIDER ITS POSITION AND INSTRUCT ITS REPRESENTATIVES REGARDING NEGOTIATIONS FOR THE POSSIBLE PURCHASE OF REAL PROPERTY.
- XIII. ADJOURNMENT

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

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

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

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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 18, 2012
Subject:	Ordinance Number 591--Adjustment to the Business Registration Fees and Requirements
Department:	Administrative Services
From:	Jesus R. Rodriguez, C.G.F.M., Administrative Services General Manager

REQUESTED ACTION

Second reading and adoption of Ordinance Number 591, relating to the new Business Registration Fee schedule and updated requirements.

SUGGESTED MOTION

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

"I move to adopt Ordinance Number 591."

BACKGROUND

As discussed in a work session and again at the December 4, 2012 meeting, the topic of Business Registration Fees has been on the rear burner for a number of years now. The main issue is that the current fee structure does not begin to cover the processing costs to generate the Business Registration certificate. Currently we are charging \$20 across the board with a 50% discount for religious and nonprofit organizations. To top it off we prorate to the nearest quarter of the year. Lastly the penalty for delinquencies is 25%.

Consider that a new business registration goes through Administrative Services for initial processing, then to Planning & Zoning to check the zoning requirements, then back to Administrative Services for printing, it is easy to see that the current \$20 fee is inadequate and is in need of a revision.

Attached is a Business Registration Fee comparison chart for your review. We would ask the City Council to consider increasing the Business Registration Fees as depicted on the Notice of Business Registration Fee Increase.

Other items we would ask the City Council to consider is that of prorating based on half-year rather than quarter year. We would ask to maintain the 25% penalty and provide for a 50% discount for all religious & nonprofit registrants. There is also the matter of some businesses

owing money to the City, in which case they may not be issued a Business Registration certificate unless they settle their debt or make arrangements for payment of the debt. Those businesses that do not register and operate without a registration any length of time during the year will not be prorated and must pay the full registration as well as the 25% penalty. Lastly we would ask to change the duty of issuance from the City Clerk to the Administrative Services General Manager or designee.

JUSTIFICATION/BENEFITS/ISSUES

The main reason for the need to adjust the fees is basically to help cover more of the cost of issuance. The other suggestions, such as penalties, and the full payment of the fee if found to have operated without registration is more of an enforcement tool to encourage businesses to register.

Currently we are seeking out those businesses that are not registering and asking them to register to prevent future problems. This practice will continue into the future.

COST/FUNDING SOURCE

There are no additional dollars spent just staff time in processing the Business Registrations and locating non-complying businesses.

ATTACHMENTS:

Name:	Description:	Type:
 Copy of Business License Comparison.pdf	Fee Comparison	Backup Material
 Notice - Business Registration Fee increase.pdf	Notice of Fee Increase	Backup Material
 ord591f11 - sbh rev 11-30-12.doc	Ordinance 591	Cover Memo

Business Registration/License Comparison

Application Forms	Cottonwood		Clarkdale		Camp Verde		Sedona - Contracted		Flagstaff		Prescott Valley	
Business Registration	X	\$20.00	X	\$30.00	X	\$50/new; \$15 renewal	\$25.00	X	\$20.00	X	\$65 original; \$45 renew	
Rentals	X	\$20.00									\$65/commercial	
Contractors	X	\$20.00										
Home Occupation Permit	X			\$30.00	X				X		\$60.00	
Street Vendor	X	\$15 + \$10/day										
Peddler Registration	X	\$10/day							X	\$46 + \$25/day deposit		
Temporary Sales/Casual Sales	X	\$10/day			X	\$25/day					\$10/day	
Special Event	X				X	\$25/event	\$7.00/event	X	\$46/org; \$15/vendor	X	\$15/event	
Liquor License	X		X	\$50.00 Change/Extension	X		\$0.00				X	
No. 4 - Wholesaler										\$560.00		\$200.00
No. 6 - Bar		\$150.00		\$100.00		\$350.00				\$560.00		\$375.00
No. 7 - Beer & Wine Bar		\$125.00		\$100.00		\$350.00				\$560.00		\$200.00
No. 9 - Liquor Store		\$75.00		\$100.00		\$350.00				\$560.00		\$200.00
No. 10 - Beer & Wine Store		\$75.00		\$100.00		\$350.00				\$560.00		\$150.00
No. 11 - Hotel-Motel		\$50.00		\$100.00		\$350.00				\$560.00		\$325.00
No. 12 - Restaurant		\$50.00		\$100.00		\$350.00				\$560.00		\$375.00
No. 13 - Wine Bar		\$150.00		\$100.00		\$350.00				\$560.00		
No. 14 - Club		\$50.00		\$100.00		\$350.00				\$560.00		\$200.00
No. 15 - Special Event				\$25.00		\$400.00			\$25.00 per day	(1-		
No. 16 - Wine Festival/Fair				\$100.00		\$350.00			10 day events only)			\$75.00
No. 17 - Direct Shipment				\$100.00		\$350.00			\$560.00			
Auctioneers	X	\$10/day										
Carnivals & Circuses	X	\$75/day									X	\$120/day
Dances, Concerts & Other Transient Amusements Not Otherwise Specified	X	\$10/day										
Rodeos	X	\$25/day									X	\$30/day
Massage Parlors	X	\$300.00										
Palmist & Fortune Tellers	X	\$300.00									X	\$15/day
Video Games, Pinball Machines & Jukeboxes (1st Machine)	X	\$10.00										
Video Games, Pinball Machines & Jukeboxes (Each Additional Machine)	X	\$5.00										
Prorated (Y/N)?		Y		Y		N		Y		Y		N
Non-Profit Fee Reduction		1/2 of fee				No Charge						No Charge
Renewal Date		1-Jan		1-Jul		Annual-month of issue		1-Jul		1-Jul		Annual-month of issue
Late Fee		\$0.25		\$0.10		ancel registration after 30 days & require t		\$5/month				



Notice of Intent to Increase Business Registration Fees

Pursuant to A.R.S. 9-499.15, notice is hereby given that the Cottonwood City Council will consider imposing the following fees for business registrations within the City, effective January 1, 2013:

<u>Business Registration Fee</u>	<u>Current Rate</u>	<u>Proposed Rate</u>
Business & Occupational – Annual	\$ 20.00	\$ 50.00
Religious & Non-Profit – Annual	\$ 10.00	\$ 25.00
<u>Special Classifications Registration Fees</u>		
Auctioneers – per day	\$ 10.00	\$ 20.00
Carnivals & Circuses – per day	\$ 75.00	\$ 150.00
Dances, Concerts & Other Transient Amusements Not Otherwise Specified – per day	\$ 10.00	\$ 20.00
Rodeos – per day	\$ 25.00	\$ 50.00
Massage Parlors – Annual	\$ 300.00	\$ 500.00
Palmist & Fortune Tellers – Annual	\$ 300.00	\$ 500.00
Video Games, Pinball Machines & Jukeboxes 1 st Machine Annual	\$ 10.00	\$ 20.00
Video Games, Pinball Machines & Jukeboxes Each Additional Machine Annual	\$ 5.00	\$ 10.00
<u>Licensed Liquor Sales (Annual unless otherwise noted):</u>		
No. 4 – Wholesaler	New	\$ 400.00
No. 6 - Full bar, all liquor can be sold on premises or to go	\$ 150.00	\$ 325.00
No. 7 - Beer and Wine, on premises and to go	\$ 125.00	\$ 275.00
No. 9 - Liquor Store—off premises	\$ 75.00	\$ 275.00
No. 10 - Convenience Store—beer and wine	\$ 75.00	\$ 275.00
No. 11 - Hotel/Motel restaurant and room	\$ 50.00	\$ 300.00
No. 12 - Restaurant, sell but not to go	\$ 50.00	\$ 325.00
No. 13 - Wine Bars	\$ 125.00	\$ 275.00
No. 14 - Club—sell on premises, not to go	New	\$ 275.00
No. 15 – Special Events	New	\$ 250.00
<u>Penalty for late registration</u>	25% of fee	25% of fee

The City Council of the City of Cottonwood, Arizona will solicit public comment on the proposed business registration fee increases at their regular Council meetings on Tuesday, December 4, 2012, and again on December 18, 2012, at 6:00 p.m., in the City Council Chambers, 826 North Main Street, Cottonwood, Arizona.

Citizens are welcome to provide written comments regarding the proposed business registration increases. These comments may be sent to

Marianne Jiménez, City Clerk
 824 North Main Street
 Cottonwood, AZ86326
 Email – mjimenez@cottonwoodaz.gov

ORDINANCE NUMBER 591

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, AMENDING TITLE 5, BUSINESS TAXES, LICENSES AND REGULATIONS, OF THE MUNICIPAL CODE BY DELETING CHAPTER 5.04, BUSINESS LICENSES, AND ADDING A NEW CHAPTER 5.04, BUSINESS REGISTRATION; REGULATIONS.

WHEREAS, staff has recommended to the City Council that Chapter 5.04, Business Licenses, of Title 5, Business Taxes, Licenses and Regulations be revised and updated; and

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

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

Section 1. That Chapter 5.04, Business Licenses, of Title 5, Business Taxes, Licenses and Regulations, of the Cottonwood Municipal Code is deleted in its entirety and a new Chapter 5.04 Business Registration; Regulations, be added as follows:

Chapter 5.04

BUSINESS REGISTRATION; REGULATIONS

Sections:

- 5.04.010 Registration – Required; Exemptions.
- 5.04.020 Registration – Issuance.
- 5.04.030 Registration – Fees; Payment; Duration.
- 5.04.040 Registration – Transfer.
- 5.04.050 Registration – When separate required/not required.
- 5.04.060 Registration – Exhibition required.
- 5.04.070 Registration – Inspection; Duties of inspectors.
- 5.04.080 Conducting business in the City.
- 5.04.090 Registration – Special classifications; Fees.
- 5.04.100 Regulations.

5.04.010 Registration – Required.

A. It shall be unlawful for any person to commence, conduct or carry on any business within the corporate limits of the City without first having registered with the City, using the form prescribed by Regulation, unless such registration is preempted by the State.

B. Wholesale distributors who do not maintain a permanent business location within the corporate limits of the City shall be exempt from the registration requirements of this chapter.

5.04.020 Registration – Issuance.

A. It shall be the responsibility of the applicant to make himself available for inspection of the physical location of the business, if within the City limits, for any required or allowed inspections under City Codes, during normal agency business hours.

B. It shall be the duty of the Administrative Services General Manager or designee, at the time of application, to verify that the registered applicant has a valid City Transaction Privilege (Sales) Tax License, or has applied for same (pursuant to Chapter 5.08 of the City Code).

C. It shall be the duty of the Administrative Services General Manager or designee to issue registrations applied for pursuant to this chapter, after verification that all provisions of this chapter have been met. The registration shall state, at a minimum, the legal name of the registrant; any dba's (doing business as) used; the physical address of the registrant; the type of registration (Business, Occupational); the effective and expiration dates of the registration; and the date of issuance. All registrations so issued shall be serially numbered as a means of registration identification.

D. All applications for a new registration pursuant to this chapter shall be approved by an official of the Community Development Department, prior to acceptance by the Administrative Services General Manager or designee for issuance of said registration.

5.04.030 Registration – Fees; Exemption; Payment; Duration.

A. Business/Occupational Registration fees shall be as follows:

1. Business/Occupational Registration fees shall be fifty dollars (\$50.00) per calendar year, except as elsewhere enumerated in this chapter.
 2. Religious organizations and nonprofit organizations registered with the Internal Revenue Service pursuant to 26 U.S.C., Sec - 501(c), shall pay a registration fee of twenty-five dollars (\$25.00) per annum. Nonprofit organizations shall attach a copy of their 501 (c) certification to their registration application in order to qualify for the lower fee.
- B. All Registrations are renewable on a calendar year basis.
- C. All Registration fees shall be prorated at June 1st based on a half year registration.
- D. Business/Occupational Registration fees paid shall not be refundable in whole or in part.
- E. Fees to process new registrations provided for in this chapter shall be payable at the time of application.
- F. Registration renewal fees provided for in this chapter shall be due and payable on the date of expiration of the current registration and shall become delinquent on the fifteenth (15th) day following such expiration. A penalty of twenty-five percent (25%) of the registration fee due shall be assessed on all such delinquencies. The penalty may be abated by the Administrative Services General Manager for due cause, upon written request for abatement detailing the reason for said delinquency. Said request must be filed within twenty (20) days of assessment of such a penalty.
- G. Businesses that do not register and operate without a registration any length of time during the year will not be prorated and must pay the full registration fee as well as the twenty-five percent (25%) penalty.

5.04.040 Registration – Transfer.

No registration issued pursuant to this chapter shall be in any way or manner transferable or assignable to other than the original applicant, at the location stated on the registration, for the occupancy class so stated. Any change in ownership, occupancy classification or address shall require a new registration to be applied for pursuant to the provisions of this chapter. The fee for such a new registration shall be waived in the case of a change of address if no other change occurs at the time of application.

5.04.050 Registration – When separate required/not required.

- A. If more than one (1) division of a corporation, or more than one (1) dba of a person is engaged in business at the same physical location, only one (1) registration shall be required, listing all divisions or dba's so operating. The registration fee shall be determined as follows:
1. Every person whose registration fee is solely determined by either Section 5.04.030 or Section 5.04.090 shall pay the highest registration fee which is established for any of the businesses in which he is engaged at such location.
 2. Every person whose registration fee is determined by both Section 5.04.030 and Section 5.04.090 shall pay the highest registration fee established in each section for the businesses so registered.
- B. A separate registration shall be required under the following circumstances:
1. If more than one (1) person is engaged in business at the same physical location.
 2. If a person registered pursuant to this chapter operates in more than one (1) physical location within the City.
- C. Transient merchants are exempt from the provisions of Section 5.04.050.B.

5.04.060 Registration – Exhibition required.

Registrations issued pursuant to this chapter shall be displayed in a conspicuous location, visible to the public. Transient merchants shall maintain the registration or a copy thereof at each location at which they are engaged in business.

5.04.070 Registration – Inspection; Duties of inspectors.

- A. All inspectors or officers of the City Fire, Building, Planning and Zoning, Police and Finance departments shall be empowered to inspect any registration issued pursuant to this chapter.
- B. Any inspector designated in this chapter may enter any business premises, without fee or charge, at any time during normal hours of the business,

for the purpose of inspecting the Business/Occupational Registration or premises as required or allowed by City Codes.

5.04.080 Conducting business in the City.

In no case shall the site of the permanent business location of a person be solely determinative of the applicability of this chapter.

5.04.090 Registration—Special classifications; Fees.

A. The following Special Registration Classifications are hereby established, and supersede the fee provisions of Section 5.04.030, except as elsewhere noted, but all other provisions contained within this chapter shall be applicable and enforceable:

- | | | |
|----|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| 1. | Auctioneers: | \$ 20.00 per day |
| 2. | Carnival and Circuses: | \$150.00 per day |
| 3. | Dances, Concerts and other Transient Amusements not elsewhere specified: | \$ 20.00 per day |
| 4. | Rodeos: | \$ 50.00 per day |
| 5. | Massage Parlors: | \$500.00 per year |
| 6. | Palmists and Fortune Tellers: | \$500.00 per year |
| 7. | Video Games, Pinball Machines, Jukeboxes, DVD Movie Kiosks | \$ 20.00 for the first machine per year
\$ 10.00 each additional machine per year |
| 8. | Licensed Liquor Sales: | |
| | No. 4 Wholesaler - New | \$400.00 per year |
| | No. 6 Full Bar | \$325.00 per year |
| | No. 7 Beer and Wine | \$275.00 per year |
| | No. 9 Liquor Store | \$275.00 per year |
| | No. 10 Convenience Store | \$275.00 per year |
| | No. 11 Hotel/Motel | \$300.00 per year |
| | No. 12 Restaurant | \$325.00 per year |
| | No. 13 Wine Bars | \$275.00 per year |
| | No. 14 Club - New | \$275.00 per year |
| | No. 15 Special Events | \$250.00 per year |

5.04.100 Regulations.

A. All registrations required by this chapter shall be applied for pursuant to a form prescribed by the Administrative Services Department of the City. The

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Administrative Services General Manager is authorized to promulgate regulations necessary or appropriate to carry out the intent of this chapter.

- B. Notification of registration renewal shall be made no later than thirty (30) days prior to expiration of said registration. All renewal notifications shall be made by the Administrative Services General Manager or designee.

Section 2. That if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be unlawful, invalid or unenforceable by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA, THIS 18TH DAY OF DECEMBER 2012.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

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



 Print

Meeting Date:	December 18, 2012
Subject:	Liquor License Application for Eric S. Jurisin (Bocce Restaurant/Bar.)
Department:	City Clerk
From:	Marianne Jiménez, City Clerk

REQUESTED ACTION

Council consideration and recommendation of approval or denial of a Liquor License Application submitted by Eric S. Jurisin, applicant for the new Bocce restaurant/bar.

SUGGESTED MOTION

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

"I move to recommend approval of the Liquor License Application submitted by Eric S. Jurisin, applicant for the new Bocce Restaurant/Bar located at 1060 N. Main Street."

BACKGROUND

A Liquor License Application was received from the Arizona Department of Liquor Licenses & Control for Eric Jurisin, applicant for the new Bocce restaurant/bar to be located at 1060 North Main Street in Old Town Cottonwood. No comments for or against the application have been received.

JUSTIFICATION/BENEFITS/ISSUES

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

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:

Description:

Type:

 [12-18-12 Jurisin LL Application.pdf](#)

Jurisin Liquor License Application

Cover Memo

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s): 06130073

1. Type of License(s): 6 Department Use Only

2. Total fees attached: \$ _____

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

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Jurisin Eric P1007283 Sylvestev
(Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.: BOCCE DRG. COTTONWOOD L.L.C. B 1049143
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: BOCCE
(Exactly as it appears on the exterior of premises)

4. Principal Street Location 1060 N MAIN ST COTTONWOOD YAVAPAI 86306
(Do not use PO Box Number) City County Zip

5. Business Phone: 928-301-0168 Daytime Contact: 928-301-0168

6. Is the business located within the incorporated limits of the above city or town? YES NO

7. Mailing Address: P.O. 896 JEROME AZ 86331
City State Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type 6 \$ 32,000 Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: 200 Application 22.00 Interim Permit 222.00 Agent Change 222.00 Club 222.00 Finger Prints \$ 222.00
TOTAL OF ALL FEES

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

Accepted by: MLC Date: 11/8/2012 Lic. # 06130073

SECTION 5 Interim Permit:

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

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

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

X _____ State of _____ County of _____
(Signature) The foregoing instrument was acknowledged before me this
 _____ day of _____, _____
 My commission expires on: _____ Day Month Year

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

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

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

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

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

SECTION 7 Corporation/Limited Liability Co.:

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

CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.

L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: BOCCE COTTONWOOD L.L.C.
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 10-29-12 State where Incorporated/Organized: AZ.

3. AZ Corporation Commission File No.: 151798758-D Date authorized to do business in AZ: 10-29-12

4. AZ L.L.C. File No: L-1798758-0 Date authorized to do business in AZ: 10-29-12

5. Is Corp./L.L.C. Non-profit? YES NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
JURISIN	ERIC	Sylvester	Member President	P.O. 896 JEROME AZ	86331
The Jurisin Family Trust dated 6, 2007				SAME AS ABOVE	
JURISIN	Eric	Sylvester	Trustee		
JURISIN	Mitchelle		Trustee		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City State Zip
JURISIN	ERIC	Sylvester	100	P.O. 896 JEROME	AZ 86331

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

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

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

SECTION 11 Person to Person Transfer:

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

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

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

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

Day Month Year

(Signature of NOTARY PUBLIC)

My commission expires on: _____

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

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

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

- 1. Governmental Entity: _____
- 2. Person/designee: _____
Last First Middle Contact Phone Number

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

SECTION 11 Person to Person Transfer:

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

- 1. Current Licensee's Name: Boe Robert Warren Entity: agent
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: Boe's Barbie Inc.
(Exactly as it appears on license)
- 3. Current Business Name: Boyer Bar
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street 325 S. main St
City, State, Zip Camp Verde AZ 86322
- 5. License Type: BAR License Number: 06130073
- 6. If more than one license to be transferred: License Type: N/A License Number: N/A
- 7. Current Mailing Address: Street P.O. Box 1688
(Other than business) City, State, Zip Camp Verde AZ 86322
- 8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

*12 NOV 8 Lic. RM1100

10. I, Robert + Warren Boe, hereby authorize the department to process this application to transfer the
(print full name)

privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, Robert Ware Boe, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

See attached State of _____ County of _____

(Signature of CURRENT LICENSEE)

The foregoing instrument was acknowledged before me this

_____ Day _____ Month _____ Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 7 Corporation/Limited Liability Co.:

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

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

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

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 13 - continued

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

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:
 _____ and license #: _____
Last First Middle
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

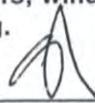
As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception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

applicants initials

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

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? 3-1-12
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

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

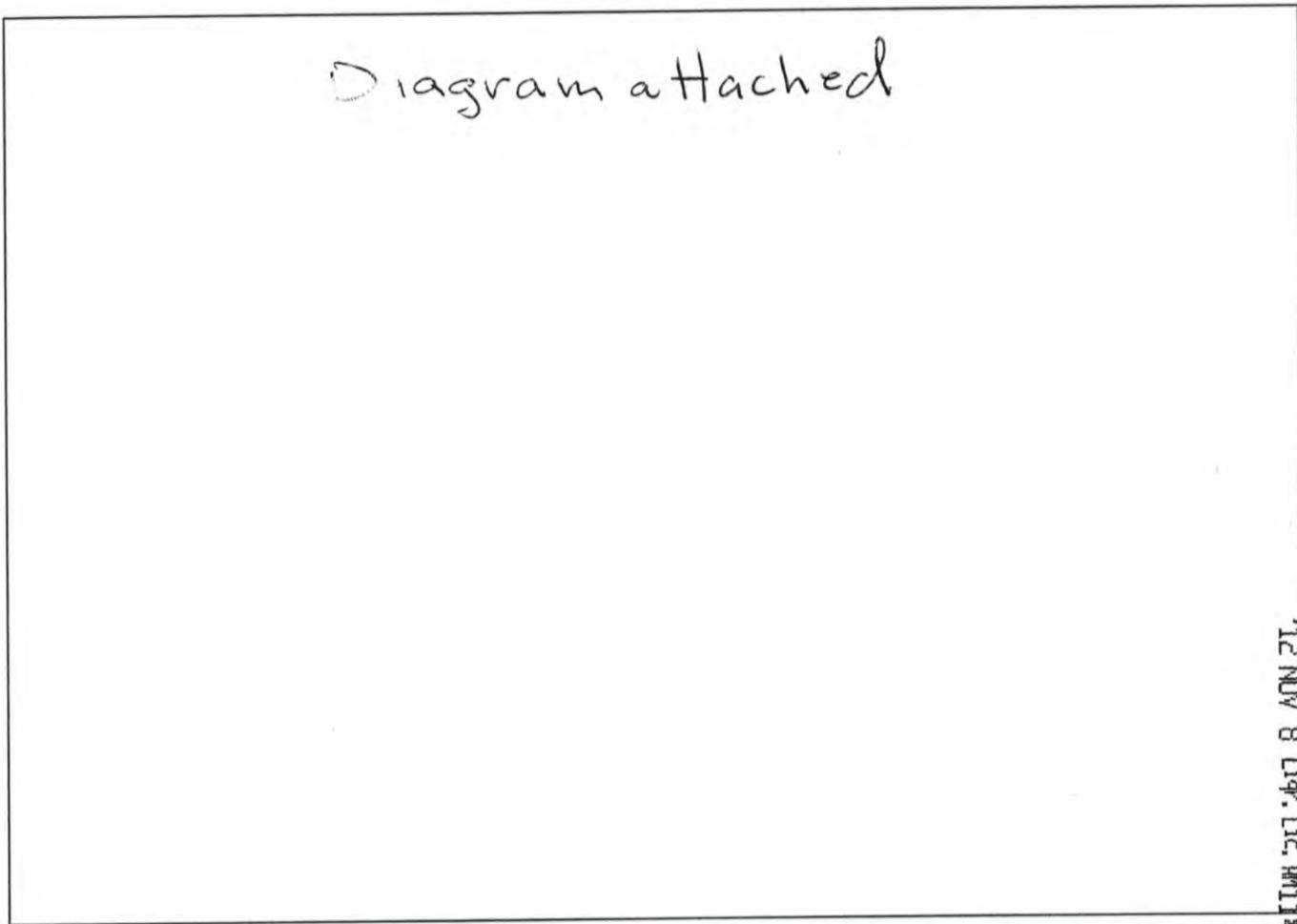


applicants initials

SECTION 15 Diagram of Premises

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

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



102 NOV 8 1997 Lic. 94113

SECTION 16 Signature Block

I, ERIC ^{Sylvester} JURISIN, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

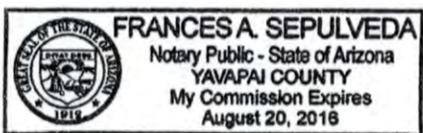
X [Signature]
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Yavapai

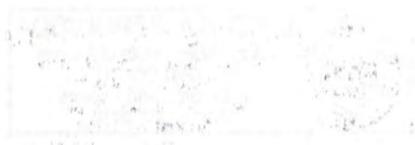
The foregoing instrument was acknowledged before me this 30 of October, 2012
Day Month Year

Frances A. Sepulveda
signature of NOTARY PUBLIC

My commission expires on: 20 08 2016
Day Month Year

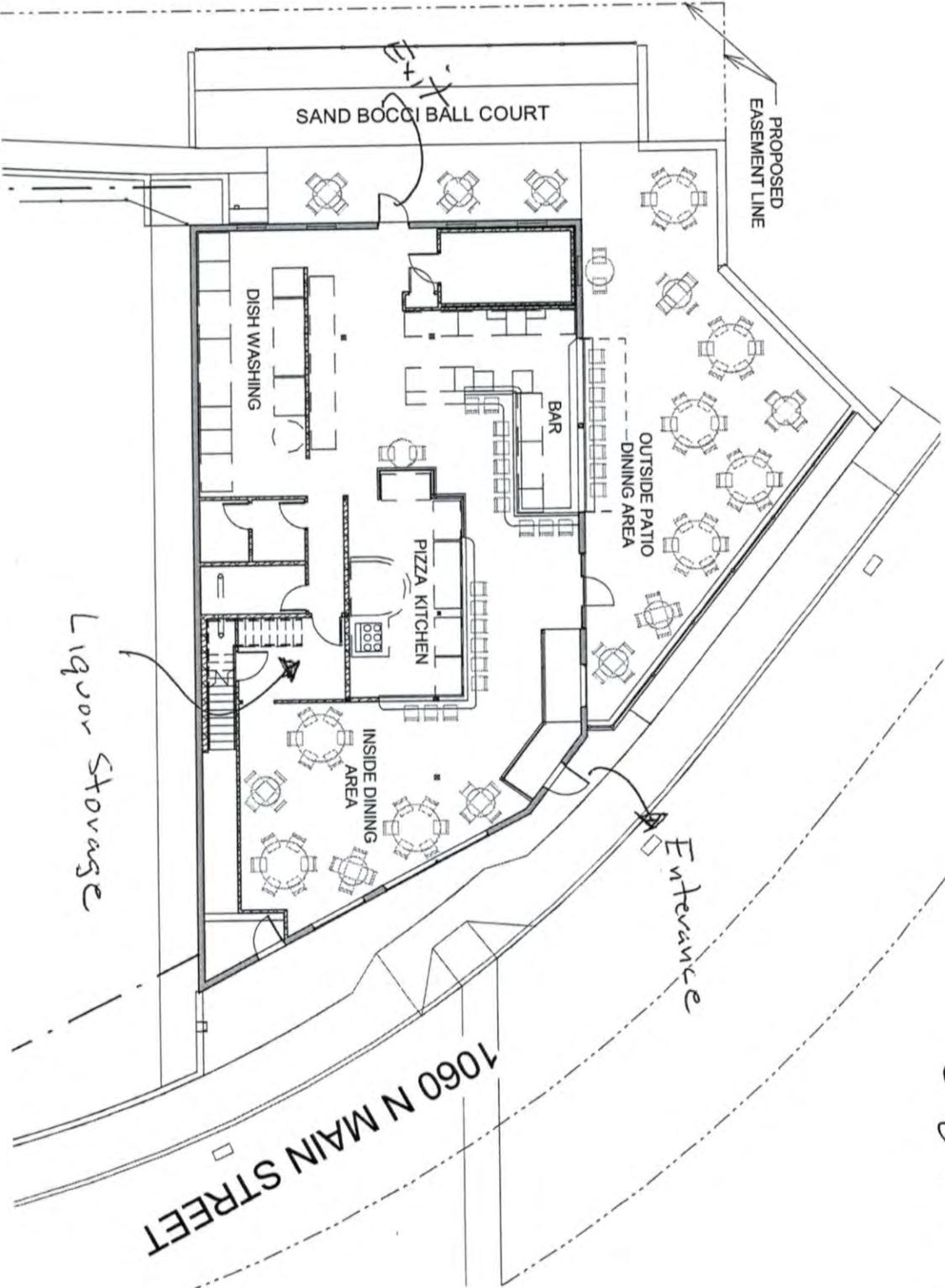


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12 NOV 8 11:47 Lic. RM11101

2800 sq. Ft



1 Site - Furniture Layout
1/16" = 1'-0"

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



 Print

Meeting Date:	December 18, 2012
Subject:	Award of Bid – Custodial/Janitorial Maintenance Services (City Wide Contract)
Department:	Community Services
From:	Richard Faust, Community Services General Manager

REQUESTED ACTION

Staff is requesting Council consider awarding the City-wide “Custodial/Janitorial Services” contract to “Accurate Building Maintenance” for a three (3) year contract from December 20, 2012 through December 20, 2015.

SUGGESTED MOTION

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

Motion to approve the awarding of the Custodial/Janitorial Services (City-wide) contract to “Accurate Building Maintenance” in the amount of \$226,936.

BACKGROUND

Council recently authorized services for this city wide contract to WCD Enterprises, LLC on August 7, 2012 in the amount of \$217,860. However, the contractor failed to provide quality services to the City, whereby termination of the Contract was imposed on October 15, 2012. The City, in an effort to provide continuous custodial services to all facilities, moved quickly towards contacting the next qualified bidder (Accurate Building Maintenance) who indicated that their business would be able to provide services as stated in the bid document for the amount bid at \$226,936 annually. A temporary “Professional Services Contract Agreement” document was submitted through the City Attorney and the City Manager whereby according to the City Financial Operations Guide, provides for the City Manager to authorize emergency services of this type and nature for the continuation of city services up to \$50,000. Therefore, staff submitted contract documents for two (2) months of services from October 20th through December 20th, 2012. This also provided staff a provisional timeframe in order to observe and document services being provided to all municipal facilities. Currently, Accurate Building Maintenance is providing high end quality services to all facilities city-wide.

Current costs for Custodial/Janitorial operations over the past year have been close to \$230,000 including all City facilities and the Recreation Center Building facilities. In final, additional requirements were added into the bid document for additional cleanings and more services at the Recreation Center, Library and other areas of bid requirements for additional carpet and tile cleanings to keep City facilities looking new and maintain overall building systems for health and safety of both staff and the public.

As identified at the August 7, 2012 Council Meeting, four (4) bids were received in July from advertisements as follows with Accurate Building Maintenance identified as the runner-up bidder:

Bid Contractor	Amount
WCD Enterprises, LLC 28150 N. Alma School Pkwy, #103-452 Scottsdale, Arizona 85262	\$217,860.00
Accurate Building Maintenance, LLC 3062 Sheridan St. Las Vegas, Nevada 89102	\$226,936.00
Bradshaw Cleaning Services 3528 S. Amanda Street Flagstaff, Arizona 86001	\$259,694.40
Richardson's LLC 1894 Carpenter Lane Cottonwood, Arizona 86326	\$264,733.20

JUSTIFICATION/BENEFITS/ISSUES

This item (contract service) is an integral part of the FY 2012/13 budget cycle. Costs are born by each department line item budget throughout the City. This bid was advertised as a three (3) year bid package with opportunity for two successive years as authorized by the City Council on a year to year basis beginning December 20, 2015.

Staff did research pertaining to references and current service contracts with various company's throughout the State of Arizona and Nevada with highly positive references identified involving work completed by "Accurate Building Maintenance". Accurate Building Maintenance provides Custodial services to elementary school systems and banks throughout the Prescott, Prescott Valley areas, along with school districts, Universities, and Casino's in the Las Vegas and Henderson, Nevada areas as well.

COST/FUNDING SOURCE

Staff can identify that the next "qualified low bid" amount was received at \$226,936.00 from

Accurate Building Maintenance, of Las Vegas, Nevada.

ATTACHMENTS:

Name:	Description:	Type:
📄 <u>Exhibit C - Accurate Building Maintenance - Bid Cleaning Information.pdf</u>	Exhibit C - Bid Estimate - Accurate Building Maintenance	Cover Memo
📄 <u>Exhibit D - Bid Sheet.pdf</u>	Exhibit D - Bid Document - Accurate Building Maintenance	Cover Memo
📄 <u>Accurate Buildings Maintenance - Current 10-20-12 thru 12-20-12 - PROFESSIONAL SERVICES AGREEMENT.docx</u>	Current Professional Services Contract Document with Signatures	Cover Memo
📄 <u>Accurate Buildings Maint. - Dec. 20, 2012 - Dec. 20, 2015 - PROFESSIONAL SERVICES AGREEMENT- Custodial.docx</u>	Bid Document - Professional Services Agreement Documents	Cover Memo
📄 <u>Signed Custodial Contract - Professional Services Agreement.pdf</u>	Signed Professional Agreement Document - Oct. 2012 through Dec. 2012	Cover Memo

EXHIBIT C
BID SECTION

(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: Accurate Building Maintenance, LLC

Contact Name: Rebecca Finken

Principal Address: 3062 Sheridan St., Las Vegas, NV 89102

Phone: 888-646-7834

Fax: 702-870-0450

E-Mail: ron@accurateclean.com

Local Address: 1625 Spruce Canyon Dr., Prescott, AZ 86303

5725 N. Scottsdale Rd., Suite C-195, Scottsdale, AZ 85250

Type of Organization: Commercial Janitorial

Tax ID #: 88-0438372

State of Arizona Commercial License #: R1610820-0

City of Cottonwood Business Registration #: Will Register upon Award of Contract

2. Exceptions to IFB (§3.5.4 Exceptions to IFB): None

3. Disclosure of Debarment Information (§3.5.5 Disclosure): None

4. Brief Description of Company Qualifications and History (attach a separate sheet of paper as needed): _____

Originally founded by Ron & Rebecca Finken in 1994, the company has grown from a small one-crew team to a full-

Time staff of more than 175 employees with our Corporate Office in Las Vegas, NV and offices in Prescott and

Scottsdale Arizona. Our partnerships with 3M, Building Service Contractors Association International, Rescom, the

United States Green Building Association and others have made us one of the strongest contract cleaning companies

In the nation. We have successfully contracted with the State of Nevada for 12 years, we clean approximately 30

Schools from Pre-K to Universities and these facilities have gyms, work out rooms, equivalent to the Cottonwood

Recreation Center. Additionally we have successfully contracted with Olympia Management Services to clean
Park Restrooms.

5. Company Mission Statement: Accurate's team of Professionals is dedicated to partnering with our customers & vendors. We are known & recognized as an organization taking leadership & setting new standards in our industry. Accurate provides all employees with the best training & equipment in the industry & the opportunity to enhance their lives in a fun & friendly environment. Through respect, integrity and honest relationships with customers, vendors & employees, we are able to attract and retain customers that desire exceptional service.

JobDescription	JobAddress1	JobCity	JobState	JobZip	DateToStart
3 Tumbery Pl.	2747 Paradise Rd	Las Vegas	NV	89109	6/26/2010
A A E C Prescott Valley Campus	7500 E Civic Circle	Prescott Valley	AZ	86314	8/15/2011
A R C Light / Mmc Properties Riley Building	4175 S. Riley, Suite #100	Las Vegas	NV	89147	2/17/2003
Advance Professional (buckeye)	1811 S. Rainbow Blvd	Las Vegas	NV	89146	1/1/2004
Alexander Dawson School (nb)	10845 W. Desert Inn Rd.	Las Vegas	NV	89135	8/1/2006
Aristocrat Amigo Street	7230 Amigo Street	Las Vegas	NV	89119	1/2/2008
Anstocrat Birtcher	3300 Birtcher	Las Vegas	NV	89118	1/2/2008
B. L. & G Law Offices	601 East Bridger	Las Vegas	NV	89101	3/4/1997
Baaam Llc	1880 E. Warm Springs Suite 100	Las Vegas	NV	89119	6/19/2012
Bailey Kennedy Lip	8984 Spanish Ridge Ave	Las Vegas	NV	89148	3/24/2010
Bellagio (nb)	3600 S. Las Vegas Blvd.	Las Vegas	NV	89177	8/27/2007
Bradley Building/state Of Nevada/626	2501 East Sahara Avenue	Las Vegas	NV	89104	2/3/2002
Broadspire	7997 W. Sahara Ave	Las Vegas	NV		11/8/2010
Buckeye Investments	4560 S Decatur	Las Vegas	NV	89103	1/1/2004
Burnett Hease Construction	1111 Merry Crest	Henderson	NV	89074	3/1/2012
C H S I Nevada	770 Pilot Rd., Suite 1	Las Vegas	NV	89119	11/13/2005
Calitrol (nb)	6685 Amelia Earhart Court	Las Vegas	Nevada	89119	5/1/2008
Ceasars Palace	3570 Las Vegas Blvd. South	Las Vegas	NV	89109	8/1/2008
City Of North Las Vegas Utilities Department	2829 Fort Sumter	North Las Vegas	NV	89030	1/6/2005
Clark County Special Events	2601 E. Sunset Road	Las Vegas	NV	89120	10/26/2004
Clinical Neurology Specialists (cns) (nb)	1691 W. Horizon Ridge Parkway	Henderson	Nevada	89012	5/27/2008
Cns-flamingo(nb)	7751 W. Flamingo	Las Vegas	NV	89147	9/26/2008
College Of Southern Nevada	3200 East Cheyenne	North Las Vegas	NV	89030	8/14/2011
Credit Union West	528 Gurley	Prescott	AZ	86301	12/1/2010
Creel Printing	6330 W. Sunset Rd.	Las Vegas	NV	89118	4/1/2010
College of Southern Nevada (charleston Campus)(nb)	6375 W. Charleston	Las Vegas	NV	89146	8/26/2010
College of Southern Nevada(green Valley High Tech Center)	1560 W. Warm Springs Rd	Henderson	NV	89014	3/20/2009
College of Southern Nevada(henderson)	700 College Drive	Henderson	NV	89002	1/28/2010
College of Southern Nevada(sahara West A & B Bldgs.)	2409 Las Verdes Street	Las Vegas	NV	89102	3/20/2009
College of Southern Nevada (summerlin Campus) (nb)	333 Pavilion Center Drive	Las Vegas	NV	89144	3/20/2009

College of Southern Nevada Mesquite	140 N. Yucca St.	Mesquite	NV	89027	1/25/2012
Decision Point Center	505 W Whipple Street	Prescott	AZ	86301	4/23/2012
Desert Pediatrics	7180 Cascade Valley Ct.	Las Vegas	NV	89128	11/30/2009
Desert Pediatrics - East	2150 S. Eastern Ave.	Las Vegas	NV	89104	3/11/2011
Estates At Southern Highlands Golf Club	11411 Southern Highlands Parkway	Las Vegas	NV	89141	3/1/2010
Execuclean	4343 N. Rancho, Ste 132-206	Las Vegas	Nv.	89130	4/17/1997
F. A. A. District Office (nb)	7181 Amigo Street	Las Vegas	NV	89119	10/19/1998
Faith Lutheran Jr./Sr. High School	2015 Hualapai Way	Las Vegas	Nv.	89117	9/8/1998
G & K Services (nb)	4670 Vandenberg Dr.	N. Las Vegas	NV	89081	5/27/2009
Greater Las Vegas Board Of Realtors	1750 E. Sahara Avenue	Las Vegas	NV	89104	10/17/2001
Las Vegas Day School	3275 Red Rock	Las Vegas	NV	89146	6/1/2008
M M C Properties / Riley Building	4175 S. Riley Street	Las Vegas	NV	89147	8/1/2006
Merryhill (durango Elementary)	5055 S. Durango Drive	Las Vegas	NV	89113	5/4/2009
Merryhill Durango (pre-school)	5055 S. Durango	Las Vegas	NV	89113	6/30/2009
Merryhill Elementary	7605 Grand Teton Dr	Las Vegas	NV	89131	6/1/2009
Merryhill Summerlin Elementary	2160 Snow Trail	Las Vegas	NV	89134	8/1/2009
Merryhill Windmill	2150 Windmill Parkway	Henderson	NV	89074	6/2/2010
Nestle Water (Arrowhead)	4255 S Valley View Blvd	Las Vegas	NV	89103	10/6/2011
Nevada State College	1125 Nevada State Dr.	Henderson	NV	89015	1/19/2006
New Vista Ranch	5220 W. Charleston Blvd.	Las Vegas	NV	89146	8/1/2000
Nevada State College (bw I) (nb)	303 Water Street	Henderson	NV	89015	8/21/2008
Nevada State College (bw II) (nb)	311 Water Street	Henderson	NV	89015	8/21/2008
Nevada State College (Ias) (nb)	1021 E. Paradise Rd.	Henderson	NV	89002	8/21/2008
Nevada State College Dawson (nb)	1125 Nevada State Dr.	Henderson	NV	89002	8/21/2008
Olympia Group	12200 Southern Highlands Parkway	Las Vegas	NV	89146	3/1/2010
Olympia Management Services	11411 Southern Highlands Parkway, Suite 110	Las Vegas	NV	89141	10/28/2010
P S I Seminars	4001 S. Decatur Blvd	Las Vegas	NV	89103	1/1/1997
Prescott Pines Inn	901 White Spar Rd.	Prescott	AZ	86303	4/2/2011
Probation Buildings State of Nevada	620 & 628 Belrose Street	Las Vegas	NV	89107	2/1/2009
Southern Highlands Community Association	11411 Southern Highlands Parkway	Las Vegas	NV	89141	3/1/2010
Southwest Gas (badura) (nb)	6040 Badura Avenue	Las Vegas	NV	89118	5/31/2009

**REVISED EXHIBIT D
BID SHEET**

City Building/Facility	Square Footage	# of Days/Week	Weeks/Year	Total Cost
City Hall	2,616	3	52	\$ 3,684.00annual
Business Assistance Center	2,720	2	52	\$ 2,484.00annual
Finance/Human Resources	2,530	2	52	\$ 2,484.00annual
Civic Center	5,876	2	52	\$ 4,668.00annual
Council Chambers	2,016	2	52	\$ 2,484.00annual
City Clerk's Office	1,400	2	52	\$ 2,172.00annual
Court Facilities	5,600	3	52	\$ 7,656.00annual
Waste Water Treatment Plant	1,872	2	52	\$ 3,684.00annual
Library	23,400	4	52	\$ 23,928.00annual
Recreation Center Facility	48,366	7	52	\$ 80,412.00annual
Recreation Center Offices, Work Areas, Break Room, Conference Room and Hallway	2,400	3	52	\$ 3,720.00annual
Cottonwood Airport	1,813	2	52	\$ 3,180.00annual
Old Town Conference Room	1,000	1	52	\$ 1,452.00annual
Cottonwood Aquatics Center	828	7	52	\$ 4,752.00annual
Garrison Park Public Restrooms	432	7	52	\$ 4,896.00annual
Riverfront Park Public Restrooms	340	7	52	\$ 3,840.00annual
Riverfront Little League Public Restrooms/Complex	1,832	7	52	\$ 11,136.00annual
Public Works Building	2,650	2	52	\$ 2,484.00annual
Old Town Jail Facility	616	1	52	\$ 1,224.00annual
City Hall Public Restrooms (outside of building)	270	5	52	\$ 4,356.00annual
Public Safety Building – Police/Fire Departments	28,046	3	52	\$ 37,156.00annual
Community Development and Utilities Building	4,451	3	52	\$ 10,128.00annual
Verde Valley Transit Facility	3,200	3	52	\$ 4,956.00annual
Total Base Bid Costs	144,274			\$226,936.00annual

Costs per hour for Emergency/After Hours Call Out	\$30.00per man hr/\$120 minim
---------------------------------------------------	-------------------------------

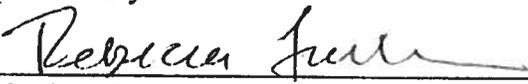
Bidder hereby certifies by signing and submitting this bid, that they have read and fully understand, and will comply with the Invitation for Bids.

Accurate Building Maintenance, LLC
Corporate Name

3062 Sheridan St., Las Vegas, NV 89102
Address

LLC
Type of Entity

Nevada
State of Incorporation


Authorized Signature

Rebecca Finken
Printed Name

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of this 20th day of October, 2012, between the CITY OF COTTONWOOD, an Arizona municipal corporation (the "City") and Accurate Buildings Maintenance, (the "Consultant").

AGREEMENT

In consideration of the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

- A. Term of Agreement.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 20, 2012 (date).
- B. Scope of Work.** The Consultant shall provide the Services as set forth in the attached Scope of Work, which is marked as Exhibit A and incorporated by reference herein.
- C. Compensation.** The City shall pay the Consultant at the rate of \$ 18,911.00 per month (annual fee divided by twelve (12) months), up to a maximum contract price of thirty seven thousand eight hundred and twenty two dollars and sixty-six cents (\$37,822.66) for the Services as set forth in the attached Scope of Work, which is marked as Exhibit A and incorporated by reference herein.
- D. Payments.** The City shall pay the Consultant subject to the Consultant submitting an invoice to the City for each requested payment. Invoices shall itemize all Services completed to the date of the invoice and provide sufficient detail to justify payment.
- E. Indemnification.** To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party") for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the work or professional services of the Consultant, its officers and employees in the performance of this Agreement. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the City. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.
- F. Insurance**

 - 1. General**

 - a. Insurer Qualifications.** Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
 - b. No Representation of Coverage Adequacy.** By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

- c. Additional Insured.** All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- d. Coverage Term.** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- e. Primary Insurance.** The Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.
- f. Claims Made.** In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three (3) year period.
- g. Waiver.** All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Consultant. The Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- h. Policy Deductibles and/or Self-Insured Retentions.** The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Consultant shall be solely responsible for any such deductible or self-insured retention amount.
- i. Use of Subcontractors.** If any work under this Agreement is subcontracted in any way, the Consultant shall execute written agreement with the Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and the Consultant. The Consultant shall be responsible for executing the agreement with the Subcontractor and obtaining certificates of insurance verifying the insurance requirements.
- j. Evidence of Insurance.** Prior to commencing any work or services under this Agreement, the Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be the Consultant's responsibility to forward renewal certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:

- 1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insured's as follows:
 - a) Commercial general Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
 - b) Auto Liability - Under ISO Form CA 20 48 or insurance.
 - c) Excess Liability - Follow Form to underlying
- 2) The Consultant's insurance shall be primary insurance as respects performance of the Agreement.
- 3) All policies, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Consultant under this Agreement.
- 4) A thirty (30) day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

2. Required Insurance Coverage

- a. **Commercial General Liability.** The Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than two million dollars (\$2,000,000.00) for each occurrence, and Products and Completed Operations in the amount of five hundred thousand dollars (\$500,000.00) for each occurrence. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- b. **Vehicle Liability.** The Consultant shall maintain Business Automobile Liability insurance with a limit of one million dollars (\$1,000,000.00) each occurrence on the Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

c. **Workers' Compensation Insurance.** Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than five hundred thousand dollars (\$500,000.00) for each accident, five hundred thousand dollars (\$500,000) disease for each employee and one million dollars (\$1,000,000.00) disease policy limit.

3. **Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

G. **Applicable Law; Venue.** In the performance of this Agreement, the Consultant shall abide by and conform to any and all laws, codes and ordinances of the United States, State of Arizona and City of Cottonwood, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

H. **Termination; Cancellation**

1. **For City's Convenience.** This Agreement is for the convenience of the City and, as such, may be immediately terminated without cause after receipt by the Consultant of written notice by the City. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.

2. **For Cause.** This Agreement may be terminated by either party upon thirty (30) days written notice should the other party breach any of its terms or otherwise violate the law in connection with the performance of any duty imposed on the party by the terms of this Agreement. In the event of such termination, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

3. **Due to Work Stoppage.** This Agreement may be terminated by the City upon thirty (30) days written notice to the Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

4. **Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the Agreement's subject.

5. **Gratuities.** The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to one hundred fifty percent (150%) of the gratuity.

6. **Fund Appropriation Contingency.** The Consultant understands that the continuation of this Agreement after the close of any given fiscal year of the City, which ends on June 30, shall be subject to the budget of the City providing for the contract item as expenditure. The City cannot

assure that the budget item for funding this Agreement will be approved in the future; as such assurance would be a legislative and policy determination of the City Council at the time of the adoption of the budget. Should the funding of the Agreement not be approved by City Council, the City may terminate this Agreement as of the close of its fiscal year.

I. Miscellaneous

- 1. Independent Contractor.** The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. The Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of the Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere.
- 2. Laws and Regulations.** The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.
- 3. Amendments.** This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.
- 4. Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.
- 5. Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
- 6. Relationship of the Parties.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.
- 7. Entire Agreement; Interpretation; Parol Evidence.** This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

8. **Assignment.** No right or interest in this Agreement shall be assigned by the Consultant without prior, written permission of the City and no delegation of any duty of the Consultant shall be made without prior, written permission of the City. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.
9. **Subcontracts.** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.
10. **Rights and Remedies.** No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.
11. **Attorneys' Fees.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.
12. **Liens.** All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.
13. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

Contractor: <u>Accurate Building Maintenance</u> c/o <u>Ron Finken, CEO</u> <u>3062 Sheridan Street</u> <u>Las Vegas, NV 89102</u>	City of Cottonwood (Owner) c/o <u>Richard Faust, Community Services</u> <u>General Manager</u> <u>150 S. 6th Street</u> <u>Cottonwood, AZ 86326</u>
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or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- 14. Confidentiality of Records.** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees, agents or officers of the Consultant as needed for the performance of duties under this Agreement.
- 15. Public Records.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Consultant acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Consultant understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Consultant, the City agrees to provide the Consultant with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Consultant specified in 9.13. Within ten (10) days of City notice by the City, the Consultant will inform the City in writing of any objection by the Consultant to the disclosure of the requested information. Failure by the Consultant to object timely shall be deemed to waive any objection and any remedy against the City for disclosure. In the event the Consultant objects to disclosure within the time specified, the Consultant agrees to handle all aspects related to the request, including properly communicating with the requestor and timely responding with information the disclosure of which the Consultant does not object thereto. Furthermore, the Consultant agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.
- 16. Conflicting Terms.** In the event of a conflict between the Exhibit and this Agreement, the terms of this Agreement shall govern.
- 17. Compliance with Federal Immigration Laws and Regulations.** Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Consultant acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.
- 18. Prohibition on Sudan or Iran Investments.** As required by A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of this 20th day of December, 2012, between the CITY OF COTTONWOOD, an Arizona municipal corporation (the "City") and Accurate Buildings Maintenance, (the "Consultant").

AGREEMENT

In consideration of the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

- A. **Term of Agreement.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 20, 2015 (date).
- B. **Scope of Work.** The Consultant shall provide the Services as set forth in the attached Scope of Work, which is marked as Exhibit A and incorporated by reference herein.
- C. **Compensation.** The City shall pay the Consultant at the rate of \$ 18,911.00 per month (annual fee divided by twelve (12) months), up to a maximum contract price of two hundred twenty-six thousand nine hundred and thirty six dollars (\$226,936.00) for the Services as set forth in the attached Scope of Work, which is marked as Exhibit A and incorporated by reference herein.
- D. **Payments.** The City shall pay the Consultant subject to the Consultant submitting an invoice to the City for each requested payment. Invoices shall itemize all Services completed to the date of the invoice and provide sufficient detail to justify payment.
- E. **Indemnification.** To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party") for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the work or professional services of the Consultant, its officers and employees in the performance of this Agreement. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the City. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.
- F. **Insurance**
 1. **General**
 - a. **Insurer Qualifications.** Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
 - b. **No Representation of Coverage Adequacy.** By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

- c. Additional Insured.** All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- d. Coverage Term.** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- e. Primary Insurance.** The Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.
- f. Claims Made.** In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three (3) year period.
- g. Waiver.** All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Consultant. The Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- h. Policy Deductibles and/or Self-Insured Retentions.** The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Consultant shall be solely responsible for any such deductible or self-insured retention amount.
- i. Use of Subcontractors.** If any work under this Agreement is subcontracted in any way, the Consultant shall execute written agreement with the Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and the Consultant. The Consultant shall be responsible for executing the agreement with the Subcontractor and obtaining certificates of insurance verifying the insurance requirements.
- j. Evidence of Insurance.** Prior to commencing any work or services under this Agreement, the Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be the Consultant's responsibility to forward renewal certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:

- 1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insured's as follows:
 - a) Commercial general Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
 - b) Auto Liability - Under ISO Form CA 20 48 or insurance.
 - c) Excess Liability - Follow Form to underlying
- 2) The Consultant's insurance shall be primary insurance as respects performance of the Agreement.
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- 4) A thirty (30) day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

2. Required Insurance Coverage

- a. **Commercial General Liability.** The Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than two million dollars (\$2,000,000.00) for each occurrence, and Products and Completed Operations in the amount of five hundred thousand dollars (\$500,000.00) for each occurrence. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- b. **Vehicle Liability.** The Consultant shall maintain Business Automobile Liability insurance with a limit of one million dollars (\$1,000,000.00) each occurrence on the Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

c. **Workers' Compensation Insurance.** Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than five hundred thousand dollars (\$500,000.00) for each accident, five hundred thousand dollars (\$500,000) disease for each employee and one million dollars (\$1,000,000.00) disease policy limit.

3. **Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

G. **Applicable Law; Venue.** In the performance of this Agreement, the Consultant shall abide by and conform to any and all laws, codes and ordinances of the United States, State of Arizona and City of Cottonwood, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

H. **Termination; Cancellation**

1. **For City's Convenience.** This Agreement is for the convenience of the City and, as such, may be immediately terminated without cause after receipt by the Consultant of written notice by the City. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.

2. **For Cause.** This Agreement may be terminated by either party upon thirty (30) days written notice should the other party breach any of its terms or otherwise violate the law in connection with the performance of any duty imposed on the party by the terms of this Agreement. In the event of such termination, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

3. **Due to Work Stoppage.** This Agreement may be terminated by the City upon thirty (30) days written notice to the Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

4. **Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the Agreement's subject.

5. **Gratuities.** The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to one hundred fifty percent (150%) of the gratuity.

6. **Fund Appropriation Contingency.** The Consultant understands that the continuation of this Agreement after the close of any given fiscal year of the City, which ends on June 30, shall be subject to the budget of the City providing for the contract item as expenditure. The City cannot

assure that the budget item for funding this Agreement will be approved in the future; as such assurance would be a legislative and policy determination of the City Council at the time of the adoption of the budget. Should the funding of the Agreement not be approved by City Council, the City may terminate this Agreement as of the close of its fiscal year.

I. Miscellaneous

- 1. Independent Contractor.** The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. The Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of the Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere.
- 2. Laws and Regulations.** The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.
- 3. Amendments.** This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.
- 4. Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.
- 5. Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
- 6. Relationship of the Parties.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.
- 7. Entire Agreement; Interpretation; Parol Evidence.** This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

8. **Assignment.** No right or interest in this Agreement shall be assigned by the Consultant without prior, written permission of the City and no delegation of any duty of the Consultant shall be made without prior, written permission of the City. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.
9. **Subcontracts.** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.
10. **Rights and Remedies.** No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.
11. **Attorneys' Fees.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.
12. **Liens.** All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.
13. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

Contractor: Accurate Building Maintenance

City of Cottonwood (Owner)

c/o Ron Finken, CEO

c/o Richard Faust, Community Services

3062 Sheridan Street

General Manager
150 S. 6th Street

Las Vegas, NV 89102

Cottonwood, AZ 86326

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- 14. Confidentiality of Records.** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees, agents or officers of the Consultant as needed for the performance of duties under this Agreement.
- 15. Public Records.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Consultant acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Consultant understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Consultant, the City agrees to provide the Consultant with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Consultant specified in 9.13. Within ten (10) days of City notice by the City, the Consultant will inform the City in writing of any objection by the Consultant to the disclosure of the requested information. Failure by the Consultant to object timely shall be deemed to waive any objection and any remedy against the City for disclosure. In the event the Consultant objects to disclosure within the time specified, the Consultant agrees to handle all aspects related to the request, including properly communicating with the requestor and timely responding with information the disclosure of which the Consultant does not object thereto. Furthermore, the Consultant agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.
- 16. Conflicting Terms.** In the event of a conflict between the Exhibit and this Agreement, the terms of this Agreement shall govern.
- 17. Compliance with Federal Immigration Laws and Regulations.** Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Consultant acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.
- 18. Prohibition on Sudan or Iran Investments.** As required by A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.

Contractor

Company Name

Printed Name

Signature

Date of Signing

Title

City of Cottonwood

Doug Bartosh, City Manager

Date of Signing

Attest:

Marianne Jimenez, City Clerk

Approved as to form:

Steve Horton, City Attorney

EXHIBIT A SCOPE OF WORK

1. REQUIREMENTS

1.1. GENERAL REQUIREMENTS

1.1.1. The City has established certain requirements as specified in the Scope of Work (Exhibit A). None of these requirements are designed to give any Bidder an advantage or disadvantage in the bidding process. Bidders are encouraged to bid even if their bid does not meet the requirements as stated. However, the Bidder must state specifically which requirements are not met, how the same function may be otherwise performed, and why this deviation should not be considered as material. The City's determination that a deviation is not material does not excuse the Bidder from full compliance with other specifications if the contract is awarded in their favor.

1.1.2. The Contractor shall furnish overall custodial/janitorial maintenance services to public owned and operated facilities within the City of Cottonwood as listed below:

- | | |
|-------------------------------------------------|------------------------------------------|
| 1. City Hall | 12. Community Development & Utilities |
| 2. Business Center Building (next to City Hall) | 13. Cottonwood Aquatics Center |
| 3. Finance/Human Resources Building | 14. Garrison Park Public Restrooms |
| 4. Civic Center | 15. Riverfront Park Public Restrooms |
| 5. Council Chambers | 16. Riverfront Little League Complex |
| 6. Court Facilities | 17. Public Works Facility |
| 7. Waste Water Plant | 18. Public Safety Building |
| 8. Library | 19. Old Jail Facility |
| 9. Cottonwood Recreation Center | 20. City Hall Public Restrooms (Outside) |
| 10. Cottonwood Airport Facilities | 21. City Clerk's Office |
| 11. Conference Room Facilities | 22. Verde Valley Transit Facility |

1.1.3. The Contractor shall provide all qualified/trained personnel, cleaning equipment, personnel protection and safety equipment, tools, materials, supplies, supervision, and other items and services as necessary to perform custodial services as defined in this performance work statement. This would include vacuum sweepers, floor scrubbers, polishers/buffers/extractors, etc. Supplies and materials shall include all paper products, plastic waste receptacle liners, soaps, sanitizers, cleaners, polishes and other such incidental items as deemed necessary to perform the work.

1.1.4. Each Bidder is responsible to make on-site inspections of each facility in order to determine square footage of each facility and the scope and complexity of services requested. Site inspections shall be conducted through appointment only as set up through the Community Services Department.

1.2. CONTRACTOR REQUIREMENTS/EXPERIENCE

1.2.1. The Contractor shall have a minimum of five (5) years operational experience as it pertains to competent and overall management in the field of Custodial maintenance services, similar in size, nature and complexity as the City of Cottonwood.

1.2.2. Contractor shall have a minimum of three (3) positive and reputable references from previous and/or current services recipients and shall have a history in the business of providing custodial contract services.

1.2.3. Contractor shall be insured and provide assurance of bonding through certification of type and amount.

1.2.4. Permits, Licenses, Bonding and Inspection. Contractor shall have a current City of Cottonwood Business Registration to conduct business within the City of Cottonwood. Contractor shall be bonded and be required to obtain and pay for all permits, licenses and inspections that are required to perform this work by all laws, ordinances, rules, regulations or orders of any body lawfully empowered to make or issue same, having jurisdiction.

1.3. CONTRACTOR PERSONNEL

1.3.1. Contract Manager. The Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of the contract manager and all alternate(s) who have the authority to act for the Contractor when the owner/manager is absent shall be designated in writing prior to contract start date. Turnover in these positions requires submission of resumes to the Contract Administrator within ten (10) days of employment.

1.3.2. Authority. The contract manager, and all alternate(s) shall have full authority to act for the Contractor on all contract matters relating to daily operations of this contract. The Contractor shall have a supervisor on duty during all shifts of this contract where deemed necessary by the City of Cottonwood for contract purposes.

1.3.3. Availability. The contract manager, and all alternate(s) shall be available during normal duty hours within thirty (30) minutes to meet on the installation with City personnel (designated by the Contract Administrator) to discuss problem areas. After normal duty hours, the owner/manager or alternate(s) shall be available within two (2) hours. Phone numbers of the contract owner/manager and alternates(s) shall be provided to the Contract Administrator and Liaison Officer at the pre-performance conference and will be maintained in the contract file. City officials shall be notified in writing as changes occur.

1.3.4. Communication. All supervisory personnel must be able to read, write, speak, and understand English.

1.3.5. Contractor Employees. The Contractor shall not employ persons for work on this contract if such employee is identified to the Contractor by the Contract Administrator or Liaison Officer as a potential threat to the health, safety, security, general well-being or operational mission of the City and its population.

1.3.6. Appearance. Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees. This may be accomplished by wearing clothing bearing the name of the company or by wearing appropriate badges that contain the company name and employee name. If badges are used, they must be worn on outer garments. Shorts or cut-off slacks or trousers shall not be worn. Sandals or other open type shoes shall not be worn. Personnel shall be free of body odor, and clothing shall be free from dirt and body odor at the beginning of each workday.

1.3.7. Security Clearance. All contract employees working for Contractor shall be required to undergo a clearance check (background investigation) by the Cottonwood Police Department. Due to highly sensitive and classified information in the Police Department, Finance Department, Human Resource Department and Court facility, it will be standard policy for each new employee to be cleared for these types of sensitive work environments.

1.4. GENERAL MAINTENANCE AGREEMENT/REQUIREMENTS

1.4.1. The Contractor shall maintain all City facilities identified in this bid document in a professional and sanitary condition. General maintenance at all areas where not specified shall be as follows:

- Spot clean carpets as necessary and where needed thereby keeping facilities looking visually clean and sanitized.
- Remove ink stains from counters.

- Spot clean walls where necessary, again where needed thereby keeping facilities looking visually clean and sanitized.
- Clean light fixtures (twice yearly).
- Strip, wax and polish non-carpeted floors (minimum of twice yearly).
- Steam clean carpets when requested by liaison or municipal city staff personnel.
- Perform high dusting as required.
- Vacuum drapes and chairs as required.
- Clean windows once annually per facility or when requested.

1.5. QUALITY CONTROL

1.5.1. Quality Assurance. The City of Cottonwood will evaluate the Contractor's performance for those tasks listed in Section 3.3, Specific Tasks; Section 5.3, Workload Estimates; and Section 5.4 Custodial/Janitorial Cleaning and Sanitizing Facilities Schedule. City personnel (an employee selected by the Department Head for each facility) will record all inspection observations at various facilities. When an observation indicates defective performance, the Contract Administrator will require the contract owner/manager or their representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgment that they have been made aware of the defective performance.

1.5.2. Performance Evaluation Meetings. The City Manager or Contract Administrator for the City may require the Contractor to meet as it pertains to the contract. The Contractor may also request a meeting with the Contract Administrator or Department Head as deemed necessary. Written minutes of any such meeting shall be recorded in the contract and signed by the Contract Administrator. All delinquencies, problems or inspections shall be open for discussion and negotiation at the time of the meeting to eliminate any discrepancies.

1.6. PHYSICAL SECURITY

1.6.1. The Contractor shall be responsible for safeguarding all municipal government property provided for Contractor use. At the end of each work period, all municipal government facilities, equipment and materials shall be secured.

1.6.2. Key Control. The Contractor shall establish and implement methods of ensuring all keys issued to the Contractor by the City of Cottonwood are not lost or misplaced and are not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the City of Cottonwood.

1.6.3. Reporting Lost Keys. The Contractor shall immediately report to the Contract Administrator any occurrences of lost or duplicated keys.

1.6.4. Re-Keying or Replacement. In the event keys, other than master keys, are lost or duplicated, the Contractor may be required, upon written direction of the City Manager or the Contract Administrator, to replace the affected lock or locks without cost to the City. The City may, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the City and the total cost of the re-keying effort deducted from the monthly payment due the Contractor.

1.6.5. Unauthorized Use. The Contractor shall prohibit the use of keys issued by the City by any persons other than Contractor employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in performance of contract work requirements in those areas.

1.6.6. Lock Combinations. The Contractor shall control access to all City of Cottonwood provided lock combinations to preclude unauthorized entry where needed.

1.7. HOURS OF OPERATION

1.7.1. Normal Hours of Operation. The Contractor shall perform the services required under this contract after normal hours of operation unless otherwise dictated. Hours of start-up for this contract would be available in some City buildings beginning at 4:00 p.m. Sunday through Thursday. Hours of operation shall be discussed by the Contract Administrator, Contract Liaison and the Contract Owner/Manager. These hours and days of operation shall be negotiated whereby they shall be documented and provided to all Citywide department heads.

1.7.2. Holidays. The Contractor will not be required to schedule services on the following observed holidays:

- New Year's Day - January 1st
- Martin Luther King Day - 3rd Monday in January
- President's Day- 3rd Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4th
- Labor Day - 1st Monday in September
- Veteran's Day - November 11th
- Thanksgiving Day - 4th Thursday in November
- The day after Thanksgiving - 4th Friday in November
- Christmas Day - December 25th

1.7.3. Emergency Services. On occasion, services may be required to support an activation or exercise of emergency nature. The Contractor's responsibilities for emergency support are described in Section 3.3.5.

1.7.4. Reduced Services. On occasion (natural disasters, weather phenomenon, etc.) the Contractor's services may not be required, or may be required at a reduced level. The Contract Administrator will notify the Contractor if this should occur. No price reduction will be made, but the Contractor shall take the required action necessary to make up for missed services once normal service resumes and with minimal interference to regular service schedules.

1.8. CONSERVATION OF UTILITIES

1.8.1. The Contractor shall ensure employees practice utilities conservation. The Contractor shall be responsible for these policies, under conditions that prevent waste of utilities to include:

- **Lights.** Lights shall be used only in areas where work is actually being performed.
- **Heating, Ventilation, Air-Conditioning (HVAC).** Employees shall not adjust mechanical equipment controls for HVAC systems.
- **Water.** Water faucets or valves shall be turned off when not in use.

1.9. HAZARDOUS AND/OR TOXIC MATERIALS

1.9.1. The Contractor shall maintain a complete inventory of all chemicals and hazardous materials used (including Material Safety Data Sheets – MSDS forms).

1.9.2. The contract must require compliance with OSHA laws, and that the Contractor may not bring any material considered hazardous at any City facility without first submitting a request and getting written permission from the City Manager.

- 1.9.3. Disposal of hazardous waste, containers or components thereof, shall be disposed of in a hazardous waste disposal site only; no other locations shall be utilized for such disposal. Only hazardous waste sites, which are permitted by the US Environmental Protection Agency, the State of Arizona, shall be utilized for such disposal action.
- 1.9.4. Hazardous waste disposal, generated as a result of contract action, is the Contractor's responsibility to be accomplished at his/her expense and no separate or direct payment will be made and the cost thereof shall be considered incidental to and included in the contract price.
- 1.9.5. The Contractor will abide by all regulation mandated by the EPA agency as outlined in 40 CFR 763.92, "Training", along with the Occupational Safety and Health Administration (OSHA) as outlined in 29 CFR 1926.1101.

2. DEFINITIONS

2.1. STANDARD DEFINITIONS

- 2.1.1. **Defective Service.** A service output that does not meet the standard of performance specified in the contract for that service task element.
- 2.1.2. **Performance Requirement.** The point that divides acceptable and unacceptable performance of a task according to the Performance Requirements Summary (PRS) shall be reviewed by the Contract Administrator weekly or monthly. It is the number of defectives or maximum percent defective that is deemed unacceptable. Any further defectives will require the City to affect the price computation system.
- 2.1.3. **Performance Requirements Summary (PRS).** A listing of service performance elements under the contract that will be evaluated by the City Contract Administrator on a regular basis shall be adhered to. Also, included are surveillance methods to be used for these elements and the performance requirement of the listed elements by the Contractor in the performance of tasks requirements.
- 2.1.4. **Quality Assurance.** A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For purposes of this contract, quality assurance refers to actions by the City.
- 2.1.5. **Quality Control.** Actions taken by the Contractor to control the quality of production of site locations to ensure that they conform to the contract requirements.
- 2.1.6. **Random Sampling.** A sampling method where services are employed by the Contractor at a site location being selected for quality assurance surveillance.
- 2.1.7. **Sample.** A sample consists of one (1) or more service areas receiving surveillance for quality control purposes.

2.2. TECHNICAL DEFINITIONS PECULIAR TO THIS PERFORMANCE WORK STATEMENT

- 2.2.1. **Routine Cleaning.** A group of prior approved cleaning tasks to be done in each work area on a regularly scheduled daily or weekly basis (see Workload Requirements, Section 5). Routine cleaning shall consist of the following:

Daily maintenance and cleaning items:

- Clean and sanitize restrooms
- Clean entrance door glass

- Empty all waste baskets
- Sweep and dust mop all hard surface floors
- Vacuum all carpeted areas
- Dust all furniture (phones, desks, computers, machines, credenzas, bookshelves and fixtures)
- Spot clean walls
- Dust and clean all baseboards and doors
- Dust and clean all counter areas and signs
- Empty pencil sharpeners and paper shredders as needed
- Sweep porches and front sidewalk areas as needed
- Clean all other glass inside and out every three months
- Clean light fixtures as needed
- Steam Clean carpeted areas as needed

2.2.2. Periodic Cleaning. A group of prior approved cleaning tasks to be done at less frequent intervals than routine cleaning at City scheduled times and dates (see Workload Requirements, section 5).

2.2.3. Buffing. The act of polishing non-carpeted floors during wax removal/stripping and maintenance.

2.2.4. Wax Removal/Stripping. The act of removing all wax down to the flooring material.

2.2.5. Customer Complaint. A complaint received by the City Contract Administrator or Liaison from a customer claiming unsatisfactory services in a given area or areas.

2.2.6. Floor Maintenance. Floor maintenance tasks include the techniques of spray buffing, and stripping and waxing. Floor maintenance and maintain floors shall mean the same throughout this contract.

2.2.7. Hazardous Material. Any materials with the characteristics of flammability, corrosiveness, reactivity, or toxicity, or any combination of these characteristics. These materials, if not properly controlled, pose a potential hazard to human health or other living organisms because they are non-degradable, persistent in nature, lethal, or may otherwise cause or tend to cause detrimental cumulative effects.

2.2.8. Waste Material. Any material for which no use or reuse is intended and which is to be discarded.

3. CONTRACTOR-FURNISHED ITEMS AND SERVICES

3.1. GENERAL INFORMATION

3.1.1. The Contractor shall furnish all supplies, materials, and equipment necessary to perform this contract according to all terms described.

3.1.2. Employee Roster. The Contractor shall provide, prior to the pre-performance conference, a roster stating complete names, addresses, social security numbers and date of birth of all employees requiring access to City facilities. Any changes to this employee list through attrition of personnel must be submitted to the City Contract Administrator within two (2) days after changes occur.

3.2. SPECIFIC ITEMS

3.2.1. The Contractor shall provide the specific items listed below. This list is not all inclusive of the Contractor-furnished items and services required to perform this contract.

3.2.1.1. Equipment. All equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furniture, or building circuits. All electrical equipment used by the Contractor shall be UL approved. This equipment must operate using existing building circuits.

3.2.1.2. Vacuum cleaners. Vacuum cleaners used for carpeted floors shall be of commercial quality. For the Library, vacuum cleaners should have a HEPA filtration system which would filter out dust and bacteria particles larger than 0.3 microns.

3.2.1.3. Plastic Trash Container Liners. The Contractor shall furnish plastic trash container liners of adequate quality to protect each trash container.

3.2.1.4. Restroom Supplies. The Contractor shall furnish the following restroom supplies. Descriptive literature of materials/supplies to be used shall be submitted with bid package. Materials shall meet or exceed the quality of the items previously utilized by the City as purchased through Hillyard Janitorial Supply Co.

3.3. SPECIFIC TASKS

3.3.1. GENERAL INFORMATION

3.3.1.1. The Contractor shall furnish custodial services in facilities at the frequencies stated in the Workload Requirements, section 5, which will give all tasks and frequency requirements for each facility, thereby meeting all standards in this section. The Contractor shall furnish all equipment and supplies necessary to perform these services.

3.3.1.2. Contract personnel shall, during all floor cleaning techniques, move or tilt chairs, trash receptacles and other easily moved item(s) to clean (sweep, mop, vacuum, wax, etc.) underneath. All items shall be returned to their original locations after cleaning.

3.3.1.3. Wet Floor Caution Signs. Contract personnel shall display caution signs when cleaning floors in an area where people will be present before floors are dry.

3.3.1.4. City shall be responsible for replacement of fluorescent light tubes at all facilities.

3.3.2. CLEANING TASKS

3.3.2.1. Contract personnel shall accomplish all cleaning tasks to meet the quality standards and frequency requirements as stated in Section 5, Workload Requirements (this will identify all workload tasks and frequency of task elements for purposes of clarification). If a City official requests or calls for a service that is not identified, the Contractor shall bring it to the attention of the City Contract Administrator so that the service can be removed, added, or corrected as needed. The following identifies procedural requirements as identified by the City of Cottonwood for cleaning purposes:

1. Vacuum Carpet. The Contractor shall vacuum all carpeted floor areas from wall to wall so that after vacuuming, they are free of all visible litter, dust, soil or other materials. The Contractor shall immediately remove spots two (2) square feet or smaller in size. All tears, burns, and unraveling shall be brought to the attention of the City Contract Administrator.

2. Sweep Floors. The Contractor shall sweep all non-carpeted areas from wall to wall so that after the floor has been swept, the entire floor surface, including corners and bottom edges of base covers, shall be free of litter, dust and foreign debris.

- 3. Mop Floors.** The Contractor shall mop all non-carpeted areas from wall to wall, so that after flooring has been mopped, the floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, or any evidence of soil stains, film, debris or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, thresholds, etc. or mop strands remaining in the areas. Ceramic/Terrazzo tiled doors shall use machine type scrubbing with mopping type solution periodically to avoid dirt and grime build-up on tile and grout.
- 4. Strip and Wax Floors.** The Contractor shall strip and wax all non-carpeted door areas at a frequency of two (2) times per year per building. Any existing wax shall be removed and old built-up wax residue shall be removed along walls and in corners, base boards, and anew acrylic based wax coat shall be applied to entire door area from wall to wall. After stripping, waxing and buffing is completed, the floor shall have a uniform glossy appearance and shall be free of scuff marks, heel marks, and other stains and discolorations. The Contractor shall remove door finish solutions from baseboards, thresholds, furniture, trash receptacles, etc. CERAMIC AND TERRAZO TYPE FLOORS SHALL NOT BE WAXED.
- 5. Maintain Floors.** The Contractor shall maintain all non-carpeted floors as specified. Maintenance of non-carpeted floors will be accomplished at a frequency of once per month per building. Maintenance will include a light coat of acrylic-based wax to be applied to portions of the door where existing wax has deteriorated or to cover any damage on the existing wax. After wax is applied, the entire non-carpeted floor area shall be buffed to bring the entire door to proper industry standards. The Contractor shall remove floor finish solutions from baseboards, thresholds, furniture, trash receptacles, etc. This required service is in addition to Item 4. Stripping and Waxing Floors.
- 6. Clean Mats.** The Contractor shall vacuum and sweep all carpet-type entrance mats to remove soil and grit and to restore resiliency of the carpet pile. The Contractor shall sweep, vacuum, or hose down outside rubber or polyester entrance mats to remove soil and grit. Soil and moisture underneath entrance mats shall be removed by the Contractor and mats returned to their original location. The Contractor shall insure that, if hosing off an outside entrance mat, the water does not enter the interior of the facility.
- 7. Removal of Trash.** The Contractor shall empty and return to original location all trash receptacles indoors and outdoors. Boxes, cans and papers, placed near a trash receptacle and marked "TRASH" shall be removed. Trash shall also be removed from receptacles for sanitary napkins. All interior and exterior trash receptacles shall have plastic liners placed in them. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. Trash shall be disposed of in plastic bags secured with bag ties. The Contractor shall pick up any trash that may fall onto the facility or grounds during the removal of such collected trash. Trash shall be deposited in the nearest outside trash collection point (trash dumpster unit). Any trash designated by user as "CLASSIFIED" will not be touched by the Contractor. Restroom trash cans shall be washed to remove dirt and dust from the container and present a clean appearance. Should materials or items be observed by custodial personnel on or near trash receptacles that appear not to be trash, custodians shall make every effort to contact City staff with a note requesting authorization for disposal (this requirement shall be expressly noted whereby materials lying in close proximity or upon the trash container shall not be removed until authorized by staff personnel the next day).
- 8. Perform Low Dusting.** The Contractor shall perform low dusting, so that after dusting, all lint, dust, litter and dry soil shall be removed from the surfaces of tables, chairs, cabinets, and other types of office furniture (excluding personal desks) and

from ledges, window sills, hand rails, base boards, etc., to a line 7'0" above floor level. Office equipment such as typewriters, computers, and equipment of similar nature shall not be dusted by the Contractor. Coffee stains or other stains, streaks, or spots shall be damp cleaned. Horizontal surfaces of exposed light fixtures shall be free of dust, lint, cobwebs, and dry soil.

- 9. Clean Glass.** The Contractor shall clean both sides of glass located within interior walls, both sides of interior and exterior glass doors, display cases, directory boards, mirrors and adjacent trim. After glass cleaning, there shall be no traces of film, dirt, smudges, water marks or other foreign matter. This section applies to all glass and mirrors whether in administrative, classrooms, rest rooms, or locker room areas.
- 10. Clean Drinking Fountains.** The Contractor shall clean, scrub and disinfect all porcelain and polished metal surfaces, including the orifices and drain. After cleaning, the entire drinking fountain including sides shall be free from streaks, stains, spots, smudges, scale and other obvious soil.
- 11. Perform Spot Cleaning.** The Contractor shall perform spot cleaning by removing smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, doors, and fixtures. Germicidal detergent shall be used in rest-rooms, locker rooms, break areas, drinking fountains and walls adjacent to trash receptacles. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil.
- 12. High Dusting.** The Contractor shall perform high dusting, so that after dusting, all dust, lint, litter, cob webs, and dry soil shall be removed from all surfaces greater than 7'0" above the floor surface to include Venetian blinds, where installed. Dusting shall be accomplished in break areas, rest rooms and administrative areas not to exceed 15'0". Horizontal surfaces of light fixtures shall be free of dust, lint, cobwebs and dry soil. Ceiling fans shall be free of dust, lint cobwebs and dry soil. High dusting also includes ducts, pipes, air conditioning grills, convectors, suspended heaters and shades.

3.3.3. CLEANING RESTROOMS

3.3.3.1. This task element includes the following components to be accomplished and shall meet the standards indicated daily or as indicated in Section 5.2, Frequency Legend and Section 5.3, Work Load Estimates. All cleaning as specified below shall be completed as identified for each facility as listed on the days established within this contract in Section 5.3. No deviation of this schedule shall be permitted unless authorized by the City Contract Administrator.

- 1.** The Contractor shall post cone shaped "CLOSED" signs in the restroom doors while the facility rooms are being cleaned and or re-supplied.
- 2. Clean and Disinfect Restrooms.** Contractor shall clean and disinfect all surfaces of partition walls, stalls, faces of toilet bowls, urinals, lavatories, dispensers, fixtures, and other such surfaces, including wall areas adjacent to mounted lavatories, urinals, and toilets using a germicidal solution, after every scheduled service.
- 3. Supplying of Restrooms.** The Contractor shall distribute toilet paper, paper towel products and hand soap in all restrooms at a rate so that after distribution all items are continually available until the next scheduled service for that area. Dispensers in buildings shall be maintained and filled with appropriate supplies. Empty dispensers that are reported to either the City Contract Administrator or Contract Liaison Officer shall be filled within one (1) hour of that notification.

4. **Sweep, Mop and Machine Scrub Restroom Floors.** The Contractor shall sweep entire restroom floor so it is free of visible litter, dust, lint and foreign debris, then mop all accessible areas (frequency shall be identified as per cleaning day). After mopping, floors shall have a uniform appearance and be free of streaks, debris, stains, or standing water. **Restroom floors that have ceramic tile shall be machine scrubbed at a frequency of once per month or more often as required (this includes the Cottonwood Recreation Center, Library, City Hall, Public Safety Building facilities, Court, Aquatics Center, and Transit Facility).**
5. **De-scaling in Restrooms.** The Contractor shall completely de-scale all toilet bowls, restroom sinks and urinals, so that after de-scaling, the entire surface is free of streaks, stains, scale, scum, urine deposits, all stagnant liquids, rust stains and unpleasant odors. De-scaling shall apply to all interior and exterior surfaces of toilet bowl, restroom sinks and urinals.
6. **Showers.** The Contractor shall completely clean and disinfect all surfaces of shower walls, floors and soap trays. Surface shall be free from streaks, stains, scale, mold, scum, and rust stains, and human waste deposits (hair). Fixtures shall be sanitized. Shower walls and floors shall be scrubbed every time service is performed to maintain ceramic surface free of soap scum and body oil build-up (this procedural requirement shall be implemented at all Police/Fire “Public Safety” facilities, Wastewater Plant facilities, and all Recreation Center Locker Rooms and Aquatics/Pool facilities).

3.3.4. RESCHEDULE AND MAKE-UP SCHEDULED SERVICE

3.3.4.1. The Contractor shall reschedule or make-up services that cannot be performed due to Citywide functions such as meetings or special events. Items to be rescheduled are waxing of floors, floor maintenance or other scheduled services. The Contractor is not required to make-up or reschedule services that fall on nationally recognized holidays, but services such as waxing and floor maintenance shall not be scheduled on holiday time slots.

3.3.5. EMERGENCY SERVICES

3.3.5.1. When required by the City Contract Administrator, the Contractor shall respond to all emergency situations resulting from flooding or any other situation requiring immediate attention including those described below. The City Contract Administrator will verbally advise the Contractor of the effort required and follow-up as soon as possible (if required) with a written change to the contract. A negotiable equitable adjustment will be made to the contract if required. Within the contract document for overall price, the City may request an additional alternate for hourly cost for custodial/janitorial services under this clause and section of the contract document.

1. Weather related disasters, such as burst water pipes due to freezing temperatures.
2. Flood related disasters due to monsoon or El Nino weather patterns in the summer and winter months.
3. Incidental damage and clean up caused by natural causes.
4. Other cleaning requirements in facilities receiving service under the terms of the contract.

3.3.6. REQUIRED REPORTS/SCHEDULES

3.3.6.1. The Contractor shall provide the reports and data required by City staff where required. All monthly reports completed by the Contract Administrator shall be forwarded to the Contractor each month showing discrepancies, deficiencies, overall scoring tabulations remitted through the Monthly Service Review Forms.

4. PERFORMANCE REQUIREMENTS

4.1. PERFORMANCE REQUIREMENTS SUMMARY

- 4.1.1.** The Contractor shall be provided a list of the performance work statement requirements that the City will inspect. The absence of any contract requirement from the performance requirements summary will not detract from enforceability nor limit the rights or remedies of the City under any other provision of the contract.
- 4.1.2.** The Contractor shall be provided definitions of the standard of performance for each listed service.
- 4.1.3.** The Contractor shall be apprised of the maximum allowable deviation from standard performance for that service that may occur before the City will invoke the payment computation formula (Section 4.4.2), resulting in a payment of less than one hundred percent (100%) of the maximum payment for the listed service.
- 4.1.4.** The Contractor shall be provided a definition of the controls used as the basis for inspection or for payment computation purposes.
- 4.1.5.** Set forth the inspection methods the City will use to evaluate the Contractor's performance for the listed tasks.
- 4.1.6.** Set forth the percentage of the total contact price that the listed contract requirement represents.

4.2. QUALITY ASSURANCE STANDARDS

4.2.1. Contractor performance will be evaluated to determine if service meets contract standards. Method of inspection to be used is based on customer complaint levels and weekly random sampling inspections. Levels shall be measured in time increments on a weekly basis by designated City staff personnel at each facility. Quality levels shall be measured by checklist and ultimately customer complaint levels versus a one hundred percent (100%) level of consistent operation without complaint. Random sampling by designated building inspectors (DBI) for the City shall be implemented through visual inspection process on a daily or weekly basis and compiled for monthly reporting. Weekly or monthly reports and complaints shall be submitted by designated building inspectors (DBI) to the City Liaison Officer for review and action where needed. All evaluations and complaints will be recorded and reviewed with the Contractor where complaint levels exceed the normal allowable levels agreed upon in the contract document.

4.3. PERFORMANCE EVALUATION/LEVEL OF PERFORMANCE

4.3.1. Performance of a service will be evaluated by customer complaint and all discrepancies noted on forms provided to staff personnel (or via direct communication i.e. telephone, email or verbally) identified as Monthly Service Review Form. The Contractor's level of performance shall be determined as satisfactory whereby less than three (3) complaints are recorded at one (1) or various facilities within a weekly period. Should a level be reached whereby three (3) or more complaints (verbal or written) are recorded weekly, a level of unsatisfactory shall be recorded by the Contract Administrator and submitted to the Contract by written format by the Contract Administrator. Action shall be implemented to upgrade services at the specified building facility

immediately. Goals shall be provided by the Contractor to the Contract Administrator by the next workday as, to attainable levels of performance to once again achieve satisfactory at the particular building facility. Should a level of unsatisfactory continue at a given facility for three (3) straight weeks (verbally or in writing), or levels of unsatisfactory (levels rated at a combined average – Citywide level of six (6) or less on the Monthly Service Review Form, Example Format, Exhibit H) be observed over normal monthly evaluations within the contract obligation, a meeting shall be coordinated by the Contract Administrator to discuss on-going delinquent operations and sub-standard performance by the Contractor. Action shall be coordinated by the City Contract Administrator to implement deductions to payment per contract guidelines as observed in Section 4.4, Contractor Payment.

4.4. CONTRACTOR PAYMENT

4.4.1. For performance of a service that does not meet or exceed the performance requirement in accordance with quality control obligations on behalf of the Contractor, the Contractor shall be paid the percentage of the monthly contract line item price indicated with the subtraction of percentage as authorized by contract for that service.

4.4.2. If performance of a service does not meet or exceed the performance requirement for a service period as identified in Section 4.3, the City will calculated payment as follows:

- 1. The maximum contract payment per month for all services.** Any delinquent work shall be noted by multiplying the maximum delinquent percentages for overall services to determine the maximum payment for acceptable service. Maximum deduction would be incurred at a rate of four percent (4%) against the total monthly payment.
- 2.** Any deduction from payment shall be taken from the payment for the month in which the determination was made that such deduction was appropriate, regardless of the period on which the performance deficiencies occurred.

4.5. EXAMPLE OF PAYMENT COMPUTATIONS

1. Maximum contract line item payment per month	\$12,000.00
2. LESS: Maximum delinquent monthly payment percentage (Unsatisfactory Qualification) 4% of monthly gross	X 4%
3. Maximum Payment by City for delinquent/unsatisfactory quality	\$11,520.00

5. WORKLOAD REQUIREMENTS

5.1. The Contractor shall provide custodial maintenance services for each facility, or portion of a facility as identified in the contract document as specified in frequency and numbers listed.

5.2. FREQUENCY LEGEND

- D - Daily (5 days per week -Monday through Friday)
- 1W - Once Weekly
- 2W - 2 Times Weekly
- 3W- 3 Times Weekly
- 4W - 4 Times Weekly
- 7W - 7 Times Weekly
- 1M - Monthly
- 2M - Twice Monthly
- M2 - Every Two Months

- M3 - Quarterly
- M4 - Every Four Months
- M6 - Semiannually
- Y - Annual
- AR - As Required
- WV - When Vacant

5.3. WORK LOAD ESTIMATES

5.3.1. Variation in Work Load – Custodial Services. These are current required workloads for the performance of custodial services, but are subject to variations. Modifications will be made to the contract as changes occur. Refer to “Routine Cleaning” requirements as described under Sections 2.2.1, 3.3.2 and 3.3.3 of this solicitation document.

<u>Building</u>	<u>Performance Load</u>	<u>Remarks</u>
City Hall	3W	Routine cleaning on Monday, Wednesday and Friday. Includes baseboards, cobwebs, and windows as needed, trash on ground and sweep sidewalks in front of building.
City Hall Public Restrooms (outside of building)	5W	Heavy cleaning and sanitizing. All floors, walls, sinks, toilets and partition walls. Check for cobwebs as needed inside and out. Lock up after cleaning each night except Fridays & Saturdays. Cleaning to be performed on Mondays, Wednesdays, Thursdays, Fridays & Saturdays.
Conference Room & Substation	1W	Routine cleaning. Per discussion/as required by staff. Restroom, vacuum, trash and windows.
Business Assistance Center	2W	Routine cleaning. Per discussion/as required by staff.
Finance/Human Resources	2W	Routine cleaning. Per discussion/as required by staff.
Civic Center	2W	Routine cleaning. Per discussion/as required by staff. Includes dry mopping of entire floor surface areas.
Council Chambers	2W	Routine cleaning. Per discussion/as required by staff.
City Clerk’s Office	2W	Routine cleaning. Per discussion/as required by staff.
Court Facility	3W	Routine cleaning with wipe down of front counter areas & windows. Monday, Wednesday & Friday.

Developmental Services & Utilities	3W	Routine cleaning – Certain offices are exempt from cleaning. Please see attached Exhibit B for visual and explanation of cleaning. Sweep and mop all floors, sanitize restrooms and remove trash.
Public Safety Building (Police/Fire)	3W	Routine cleaning Monday, Wednesday and Friday. Squeegee clean hallway floors to eliminate residual water buildup. Sanitize showers heavy duty.
Recreation Center	7W	Routine cleaning seven (7) days a week. Dust/mop, vacuum all floors facility wide, garbage pickup facility wide, carpet cleaning facility wide, spot removal daily, shower/restroom/locker room sanitizing daily/heavy clean, base boards, counter tops, door windows, weight room floor cleaning daily as well as under weight machines & cardio equipment; pool concrete floor cleaning and sanitizing daily, and gym floor cleaning and stain removal every three (3) weeks.
Recreation Center Offices	3W	Routine cleaning Monday, Wednesday and Friday (or as approved) – attention to carpet cleaning, spot removal, conference room table cleaning, base board cleaning and vinyl floor cleaning and emptying trash units.
Library	4W	Routine cleaning Tuesday through Friday or as negotiated with staff. Includes shelves daily, carpet cleaning daily, base boards, table tops, restroom sanitation, front entry cleaning and glass doorways cleaned daily, plus feather dusting around fire/smoke detectors and cleaning of upper beams once a month.
Public Works Offices	2W	Routine cleaning – two (2) days as required. Sanitation of restrooms vital.
Waste Water Plant	2W	Heavy cleaning and sanitizing two (2) days as required by staff.
Airport	2X	Routine cleaning of all offices and restrooms with front doorway window cleaning. Includes cleaning & disinfecting of south runway terminal restrooms also.
Aquatics Center/Pool	7W	(7 days per week from May 15 through

November 10th only). Restrooms & showers: heavy disinfecting and with routine cleaning. Includes office and guard rooms.

Riverfront Park Public Restrooms	7W	<u>Heavy cleaning and sanitizing.</u> All floors, walls, sinks, toilets and partition walls. Check for cobwebs as needed inside and out. <u>Lock up after cleaning each night.</u>
Riverfront Park Little League	7W	<u>Heavy cleaning and sanitizing.</u> All floors, walls, sinks, toilets and partition walls. Check for cobwebs as needed inside and out. <u>Lock up after cleaning each night.</u>
Garrison Park	7W	<u>Heavy cleaning and sanitizing.</u> All floors, walls, sinks, toilets and partition walls. <u>Lock up at 9:00 p.m. each night.</u>
Old Town Jail Facility	1W	Routine cleaning once a week. Include floors and restroom facilities and trash.
Verde Valley Transit Facility	3W	Heavy cleaning and sanitizing. All floors, restrooms, offices, etc.

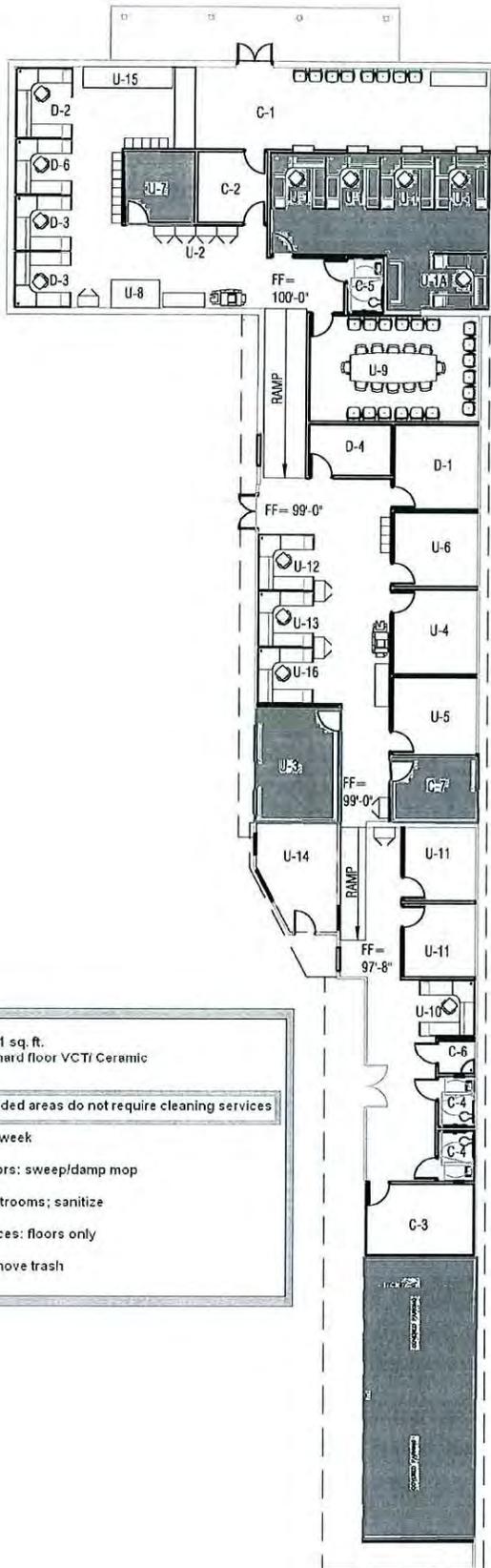
5.4. CUSTODIAL/JANITORIAL CLEANING AND SANITIZING OF FACILITIES SCHEDULE

<u>Building</u>	<u>Location</u>	<u>Remarks</u>
City Hall	827 North Main Street	Routine Cleaning
Finance/Human Resources	816 North Main Street	Routine Cleaning
City Clerk's Office	824 North Main Street	Routine Cleaning
City Council Chambers	826 North Main Street	Routine Cleaning
City Court	665 East Mingus	Routine Cleaning
Developmental Services & Utilities	111 N Main Street	Routine Cleaning – Certain offices are exempt from cleaning. Please see attached Exhibit B for visual and explanation of cleaning.
Public Safety Building (Police/Fire) *Some areas are exempt as warranted by staff.	191 and 199 South 6 th Street	Routine Heavy Cleaning Includes INTENSE cleaning of jail cell areas, employee locker room facilities/showers, etc. <u>High level disinfecting.</u>
Civic Center	805 North Main Street	Clean restrooms

		Dust mot floors/stage
		Floors – annual maintenance Office – Routine Cleaning
Recreation Center	150 South 6th Street	Routine Heavy Cleaning INTENSE sanitizing of all public facilities. Heavy daily cleaning of showers, stalls, all floors in public use areas. Office areas every three (3) days for vacuuming, base boards, conference room, and break room vinyl floor cleaning/moping. Gym flooring to be cleaning once every three (3) weeks or as required by staff.
Aquatics Center/Pool	100 Brian Mickelsen Parkway	Heavy disinfection of all restroom, floors, sinks, urinals, toilets and shower facilities as deemed necessary for <u>Public Health Standards</u> .
Library	100 South 6 th Street	Routine Cleaning and heavy disinfection of all restrooms. Exception would be all shelving, desks, counter areas, etc. Front entrance windows daily. Other Windows and carpeting as needed.
Public Works Offices	1490 West Mingus	Routine Cleaning
Wastewater Treatment Plant	1480 West Mingus	Heavy/Intense Sanitizing and Cleaning.
Airport	1001 West Mingus	Routine Cleaning
Riverfront Park Public Restrooms	1384 East Riverfront Drive	Heavy intense disinfection of restrooms. All concrete and tile, floors, base boards, sinks, stalls and toilets/urinals per <u>Public Health Standards</u> . Heavy cleaning and sanitizing.
Riverfront Little League Complex	851 North 10 th Street	Heavy intense disinfection of restrooms. All concrete and tile, floors, base boards, sinks, stalls and toilets/urinals per <u>Public Health Standards</u> . Heavy cleaning and sanitizing.
Garrison Park	100 Brian Mickelsen Parkway	All tile, floors, base boards, sinks, stalls and toilets/urinals per <u>Public Health Standards</u> .

		Heavy cleaning and sanitizing.
Old Conference Room	817 North Main Street	Routine Cleaning
Business Assistance Center	821 North Main Street	Routine Cleaning
City Hall Public Restroom (outside of building)	827 North Main Street	Heavy intense disinfecting. All tile, floors, base boards, sinks, stalls and toilets/urinals per <u>Public Health Standards</u> . Heavy cleaning and sanitizing.
Old Town Jail Facility	1101 North Main Street	Routine Cleaning
Verde Valley Transit Facility	340 Happy Jack Way	All tile, carpeted flooring, sinks, stalls and toilets/urinals.

EXHIBIT B
DEVELOPMENTAL SERVICES AND UTILITIES
DIAGRAM OF OFFICES INCLUDED IN CONTRACT



UTILITY DEPARTMENT AND COMMUNITY DEVELOPMENT

- U-2 FILE STORAGE
- U-4 UTILITY ADMIN. MANAGER
- U-5 ADMIN. ASSISTANT
- U-6 OPERATIONS MGR
- U-8 ORDINANCE OFFICERS
- U-9 CONFERENCE ROOM
- U-10 OPERATIONS FOREMAN
- U-11 ENGINEERS
- U-12 UTILITY INSPECTORS
- U-13 UTILITY ELECTRICIAN
- U-15 PLANS REVIEW
- U-16 PUBLIC WORKS INSPECTOR
- D-1 COMMUNITY DEV. DIR.
- D-2 ADMIN. ASSISTANT
- D-3 PLANNERS
- D-4 BUILDING OFFICIAL
- D-5 PLANS STORAGE
- D-6 FIELD INSPECTOR
- C-1 CUSTOMER LOBBY/WAITING
- C-2 CUSTOMER CONFERENCE ROOM
- C-3 LUNCH ROOM
- C-4 STAFF TOILETS
- C-5 UNISEX PUBLIC TOILET
- C-6 JANITOR'S CLOSET

4451 sq. ft.
All hard floor VCTI Ceramic

Shaded areas do not require cleaning services

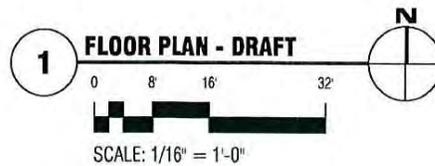
3 X week

Floors: sweep/damp mop

Restrooms; sanitize

Offices: floors only

Remove trash



Accurate Building Maintenance LLC
Company Name

Ronald L. Finked
Printed Name

[Signature]
Signature

10-10-12
Date of Signing

Member/manager
Title

City of Cottonwood

[Signature]
Doug Bartch, City Manager

10-25-12
Date of Signing

Attest:

[Signature]
Marianne Jimenez, City Clerk

Approved as to form
[Signature]
Steve Horton, City Attorney

**EXHIBIT A
SCOPE OF WORK**

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



 Print

Meeting Date:	December 18, 2012
Subject:	Special Event Liquor License Application for the Chamber of Commerce.
Department:	City Clerk
From:	Marianne Jimenez, City Clerk

REQUESTED ACTION

Consideration of recommendation of approval or denial of a Special Event Liquor License application submitted by Lana Tolleson, applicant for the Cottonwood Chamber of Commerce.

SUGGESTED MOTION

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

"I move to recommend approval of the Special Event Liquor License Application submitted by Lana Tolleson, applicant for the Cottonwood Chamber of Commerce, for the annual Chamber banquet scheduled for January 25, 2013, at the Cottonwood Recreation Center."

BACKGROUND

Lana Tolleson has submitted a Special Event Liquor License Application on behalf of the Cottonwood Chamber of Commerce for their annual Chamber banquet scheduled for January 25, 2013, at the Cottonwood Recreation Center.

JUSTIFICATION/BENEFITS/ISSUES

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

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:

Description:

Type:

 [12-18-12 Chamber Special Event Liquor License.pdf](#)

Special Event Liquor License

Backup Material

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for _____ days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Cottonwood Chamber of Commerce 100%
Percentage

Address 1010 S. Main Street, Cottonwood, AZ 86326

Name _____ Percentage

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

____ # Police Fencing
4____ # Security personnel Barriers

Staff personal trained and aware of state liquor laws and will enforce. Security at front door and serving area. Event is being held at a place of business.

TIPS Concessions Trained: ID# 2689196 and ID# 2689200

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

(ATTACH COPY OF AGREEMENT)

Name of Business ()
Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

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

18. I, Lana Tolleson declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Lana Tolleson President/CEO 12/7/12 (928) 634-7593
(Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Yavapai
The foregoing instrument was acknowledged before me this 7th 12 2012
Day Month Year

My Commission expires on: 2-13-2015 Rebecca Hernandez
(Date) (Signature of NOTARY PUBLIC)

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

19. I, Lana Tolleson declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Lana Tolleson State of Arizona County of Yavapai
The foregoing instrument was acknowledged before me this



7th Dec 2012
Day Month Year

My Commission expires on: 2-13-2015 Rebecca Hernandez
(Date) (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

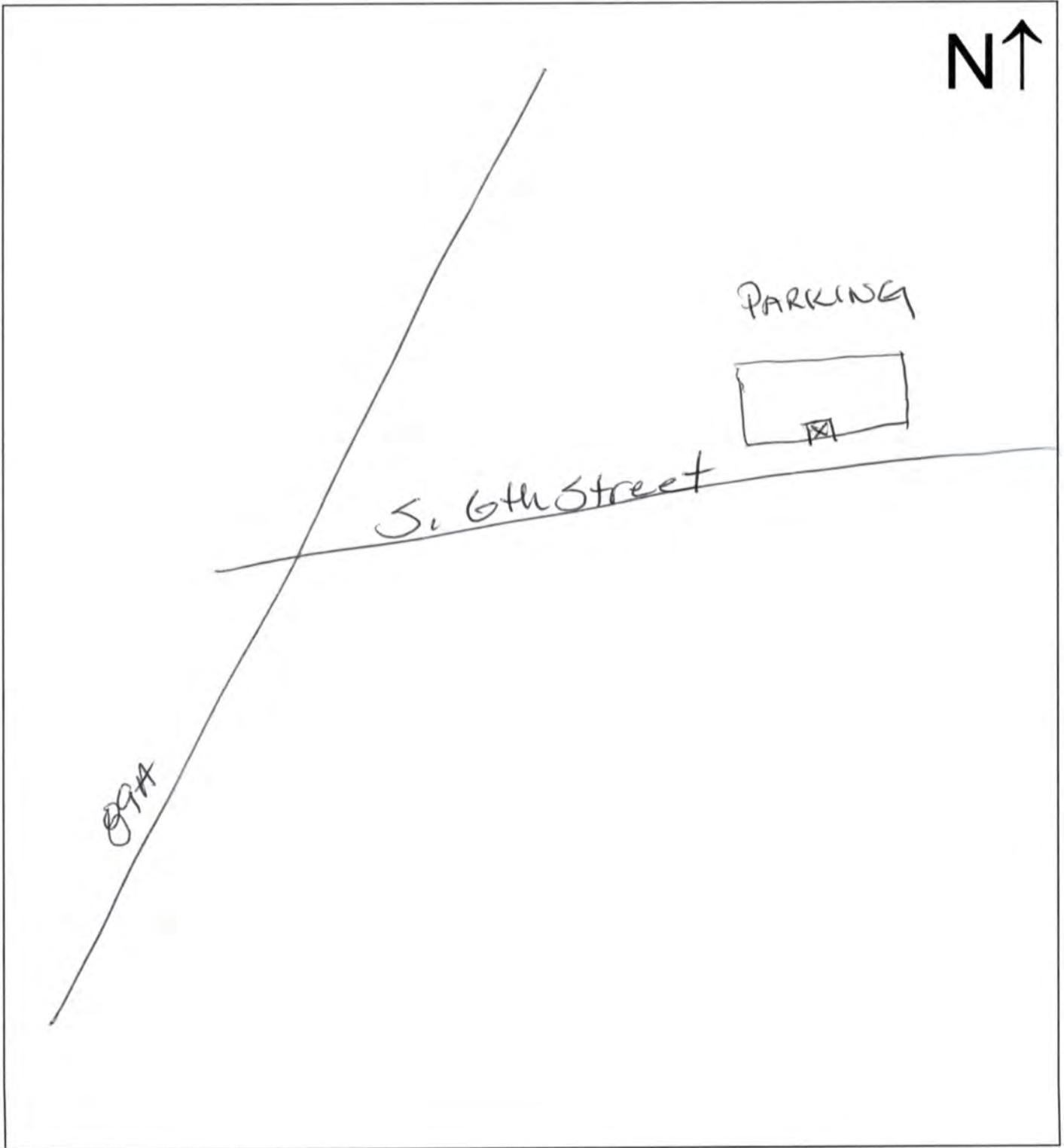
Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____
(Title) (Date)

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



SERIES: 15 SPECIAL EVENT LICENSE (Temporary)

**Non-transferable
On-sale retail privileges**

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that*, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: One (1) to seven (7) days.

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: \$25.00 per day.

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

Disabled individuals requiring special accommodations please call (602) 542-9027

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



 Print

Meeting Date: December 18, 2012
Subject: Wastewater Treatment Plant Centrifuge Loading Pad Improvements
Department: Development Services
From:

Roger Biggs Utility Administrative Manager

REQUESTED ACTION

Consider award of the Wastewater Treatment Plant Centrifuge Loading Pad Improvements

SUGGESTED MOTION

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

I move to approve the JOC bid from Tiffany Construction in the amount of \$64,009.43 for construction of the Wastewater Treatment Plant Centrifuge Loading Pad Improvements.

BACKGROUND

The concrete area adjacent to the centrifuge building is severely deteriorated and the steel running plates are loose and warped with protruding sharp edges. This area is utilized for the loading and unloading of the 22-ton roll-off containers that are used for biosolids hauling.

This concrete pad was installed in 2000 during the plant expansion. The steel running plates were added in 2007 to assist in the alignment of the roll-off containers and protect the concrete from further degradation.

The Engineering Department designed a system that will have the steel plates embedded into the concrete when it is poured, eliminating the problem of the plates bending or warping. The design also added a new concrete pad in the northwestern side of the centrifuge building, further improving the loading and unloading process.

The condition of the current concrete and steel running plates creates vehicular, pedestrian and operational safety hazards. The concrete and steel replacement will provide a safe and stable walking and/or driving surface and reduce wear on the equipment used in the process.

JUSTIFICATION/BENEFITS/ISSUES

Funds for this purchase were appropriated in FY 2012/13. The request for bids for the WWTP centrifuge loading pad improvements was advertised to our JOC contractors per City procurement policy.

Three bids were received:

<u>Firm Name</u>	<u>Total</u>
Arizona Northern Equipment	\$ 81,900.00
Kinney Construction	\$ 72,830.99
Tiffany Construction	\$ 64,009.43

COST/FUNDING SOURCE

Wastewater enterprise funds.

ATTACHMENTS:

Name:

Description:

Type:

No Attachments Available

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



 Print

Meeting Date:	December 18, 2012
Subject:	Dog Park
Department:	Development Services
From:	Morgan Scott, Development Services Manager

REQUESTED ACTION

Consider authorization of improvements to the dog park.

SUGGESTED MOTION

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

I move to approve directing staff to facilitate the following improvements _____ to the dog park.

BACKGROUND

For the last several years the City of Cottonwood has operated and maintained a dog park at Riverfront Park. The facility, although popular among dog owners, has caused some concerns among nearby property owners who indicate they have been affected by the noise created from the dog park. At the September 11, 2012 meeting of the Cottonwood City Council it was decided to leave the park in its current location, but to improve the park in an attempt to reduce the noise and other impacts on nearby residents.

Council directed staff at the September 11th meeting to make some initial improvements at the park and to provide cost estimates for various other improvements. A list of improvements is below:

Below is a list of items that had **already** been completed, prior to September 11th, meeting, in order to make the park better for nearby residents:

- 1) The squeaking gate has been oiled and is considerably quieter.
- 2) A pad has been added to the gate latch to soften the sound of the gate closing.
- 3) The dog park hours have been cut back to close at 8 p.m.
- 4) The sprinklers have been programmed to turn on at 8 p.m. to encourage people to leave the park when it closes.
- 5) Extra Patrols have been added throughout the day to enforce dog owners compliance with dog park rules.
- 6) Signs have been placed throughout the park to encourage owners to control their dogs

and to be respectful of nearby residents.

Below is a list of items that **have** been completed at the dog park from suggestions that came up at the September 11th meeting:

- 1) The dirt driveway, south of the dog park, has been closed in an effort to keep dogs from barking as vehicles drive by. Vehicles headed to the community garden now take access to the garden by using the driveway north of the dog park.
- 2) The dog training area and the small dog area have been switched. The dog training area is seldom used and the small dogs tend to be noisier therefore placing the small dog area on the north side of the park, will hopefully move the noisier activity further from the residences to the south.
- 3) A suggestion was brought up to empty the trash can every day in order to keep down on the smell. The trash can (a 90 gallon rolling residential can) is currently emptied by North American Waste Systems (NAWS) and they empty it twice a week. However, the large can has been moved outside of the dog park and further to the north. A smaller trash can with a self closing lid has been placed in the park and is emptied more routinely. The volunteers who empty the can daily have recently asked for an additional small can in the park as the one can fills up daily. City staff will be installing another can soon.

Finally, below is a list of items that staff has researched as requested by the council.

- 1) An option to relocate all gates to the northwest corner of the park, relocate small dog area and the training area to the northwest corner and place slats in the fence around both small areas is expected to cost: \$5,639.00 (See attached map Reconfiguration of Dog Park).
- 2) A cost to place a 6' tall berm with a 6' tall chain link fence and a sound attenuating material such as accoustifence.
 - a. 550 ft long
 - i. 6' tall berm, = \$19,600
 - ii. 6' tall fence, = \$7,000*
 - iii. 6' Accoustifence material= \$7,608
 - iv. TOTAL = \$34,208
 - b. 300 ft long
 - i. 6' tall berm, = \$11,600
 - ii. 6' tall fence, = \$3,900*
 - iii. 6' Accoustifence material= \$4,200
 - iv. TOTAL = \$19,700

*(cost assumes fence is on 12' posts to ensure foundation is in compacted soil)

JUSTIFICATION/BENEFITS/ISSUES

Construction of the berm and sound blocking fence is the option chosen by Council as the most beneficial for both the area residents and dog park users. The cost for these improvements was not specifically identified in the FY 13 budget appropriation so a funding source will need to be identified. One option for funding these improvements might be the Council contingency fund.

COST/FUNDING SOURCE

General Fund

ATTACHMENTS:

Name:

Description:

Type:



[Reconfiguration of Dog Park, 12-5-12.docx](#) Reconfiguration of Dog Park

Cover Memo

Reconfiguration of Dog Park



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



 Print

Meeting Date:	December 18, 2012
Subject:	Intergovernmental Agreement (IGA) with DPS to create a position in the State Gang Task Force.
Department:	Police
From:	Chief Jody Fanning

REQUESTED ACTION

Requesting approval of Resolution Number 2675, which approves the City Manager and Chief of Police signing the attached Intergovernmental Agreement with DPS to create a full time law enforcement position with the Gang & Immigration and Intelligence Team Enforcement Mission (GIITEM) in Yavapai County.

SUGGESTED MOTION

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

"I move to approve Resolution Number 2675 authorizing the City Manager and the Chief of Police to sign an IGA with DPS to provide a police officer to the Gang & Immigration and Intelligence Team Enforcement Mission Task Force with reimbursement for 75 percent of the position to the City of Cottonwood."

BACKGROUND

Over the past 5-6 years, Yavapai County has experienced a significant increase in gang activity and gang-motivated crimes. Law Enforcement agencies within Yavapai County, including Cottonwood, have provided statistical information and data to the Arizona Department of Public Safety to better identify and combat this growing trend. From the statistical and anecdotal evidence, DPS determined there was a need to allocate resources here. One of the ways to allocate such resources that has proven to be successful has been with the formation of State Gang or G.I.I.T.E.M (Gang & Immigration and Intelligence Team Enforcement Mission).

JUSTIFICATION/BENEFITS/ISSUES

This task force is run by DPS and staffed with police officers from all over Yavapai County and serves as the focal point and the investigative body for any such issues. The task force's focus is on education as well as enforcement, to prevent gangs from further spreading further into communities. And because this is an interagency task force, it will have access to gang and immigration-related information from throughout the State.

COST/FUNDING SOURCE

DPS will pay 75% of payroll expenses and the City will pay 25% of the payroll expenses. The city match will come from the General Fund Police Budget.

ATTACHMENTS:

Name:	Description:	Type:
 12-18-12_DPS_GIITEM_IGA_2012-2.pdf	GIITEM IGA	Cover Memo
 RES2675.doc	Resolution	Cover Memo

**INTERGOVERNMENTAL AGREEMENT
REGARDING
GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION
(GIITEM) STATE GANG TASK FORCE**

This Intergovernmental Agreement ('IGA') is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Cottonwood Police Department, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of street gangs, through the cooperative efforts of the parties to this IGA.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952. The Agency is authorized and empowered pursuant to _____.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

The Agency agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement officer, herein referred to as "officer", to DPS and its Gang & Immigration Intelligence Team Enforcement Mission, hereinafter referred to as "GIITEM," on a full-time basis for such assignments within the purposes of this IGA, as directed by DPS. The Agency agrees the assigned officer shall be in compliance with DPS residency requirements.

During this period of assignment, the Agency and DPS agree to allow said officer to maintain all benefits, rights, and privileges available to said officer as if they were assigned on a full-time basis to the Agency. The assigned officer must abide by all of the applicable rules and regulations of the Agency and are subject to its disciplinary process.

The Agency agrees to enter into a Memorandum of Understanding (MOU) with the DPS relative to the connection and operation of the Arizona GangNet system.

II. REIMBURSEMENT

DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the officer) for seventy-five (75%) percent of payroll expenses of the officer related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workman's compensation and social security at established rates, vacation and sick leave taken while working GIITEM. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed eight (8) hours per month). There must be a minimum of 40 hours GIITEM related work in order for DPS to reimburse for overtime in any given week.

Overtime compensation will be for GIITEM related activities only. The limitation of overtime to eight (8) hours per month may be exceeded without contacting the Agency if DPS determines that additional funding is available. Monthly vacation or sick leave which accrues, but not used by the officer, will not be reimbursed. The Agency will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work

week, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as it relates to an on-going investigation or special assignment request dictated by the needs of a requesting city, county, or entity.

Prior to the officer reporting to GIITEM, the Agency agrees to furnish DPS with the following information: officer's annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as, the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries, unless the Agency submits such modification to DPS at least 60 days prior to the effective date of such modification.

All approved travel expenses will be reimbursed directly to the officer by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a department vehicle to the Agency's officer. The officer is responsible for maintaining the assigned vehicle in accordance with DPS policy and will utilize the DPS assigned vehicle for GIITEM purposes only. The officer must meet the ADOA Driver's Training Requirements.

III. IMMIGRATION

Pursuant to the Governor's Executive Order 2005-30, the parties agree to comply with all applicable federal immigration laws and regulations.

IV. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

V. INDEMNIFICATION

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

VI. DRUG FREE WORKPLACE

Any officer assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the officer will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned officer who undergoes testing. Officers may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. RECORDKEEPING

All records regarding the IGA, including officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, Entitled Inspection and Audit of Contract Provisions.

VIII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

IX. JURISDICTION

The Agency agrees to permit their officer to work outside of their regular jurisdictional boundaries.

X. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XI. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, the Agency officer covered by the IGA shall be deemed to be an employee of both agencies. The Agency, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the officer's assignment to GIITEM.

XII. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIII. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained.

The duration of this IGA shall be the fiscal year, July 1st through June 30th, and shall renew annually on July 1st for a period of time not to exceed five (5) years. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to the Agency notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and the Agency regarding GIITEM gang enforcement participation are cancelled as of the effective date of this IGA.

XIV. AVAILABILITY OF FUNDS

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XV. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

XVI. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

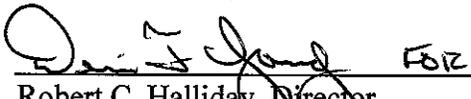
Chief Jody Fanning
Cottonwood Police Department
199 South 6th Street
Cottonwood, Arizona 86326

XVII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

BY:  FOR
Robert C. Halliday, Director
Arizona Department of Public Safety

DATE: 11/1/12

APPROVED AS TO FORM:


Assistant Attorney General

DATE: 10/29/12

COTTONWOOD POLICE DEPARTMENT

BY: _____
Jody Fanning, Chief

DATE: _____

CITY OF COTTONWOOD

Doug Bartosh, City Manager

APPROVED AS TO FORM:

Steven B. Horton, ESQ.

RESOLUTION NUMBER 2675

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA THROUGH ITS DEPARTMENT OF PUBLIC SAFETY TO ENHANCE LAW ENFORCEMENT SERVICES CONCERNING THE CRIMINAL ACTIVITIES OF STREET GANGS.

WHEREAS, the Department of Public Safety is authorized and empowered to enter into intergovernmental agreements pursuant to A.R.S. § 41-1713(B.)(3.); and

WHEREAS, the City of Cottonwood through its police department is interested in enhancing its law enforcement services concerning the criminal activities of street gangs.

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

Section 1: That the Intergovernmental Agreement between the City of Cottonwood and the State of Arizona through its Department of Public Safety is hereby approved.

Section 2: That Police Chief Jody Fanning and City Manager Doug Bartosh are authorized to sign the Intergovernmental Agreement on behalf of the city.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE VICE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 18TH DAY OF DECEMBER 2012.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq., City Attorney

Marianne Jiménez, City Clerk

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



 Print

Meeting Date:	December 18, 2012
Subject:	Extension of the deadline for satisfaction of the conditions of final plat approval for the Coppergate Subdivision
Department:	Development Services
From:	George Gehlert, Community Development Director

REQUESTED ACTION

Extension of the deadline for satisfaction of the conditions of final plat approval for the Coppergate Subdivision

SUGGESTED MOTION

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

“I move to extend the deadline for the satisfaction of the conditions of final plat approval for the Coppergate Business Park until December 18, 2013, subject to the original stipulations.”

BACKGROUND

The attached P&Z memo outlines issues associated with the past review of this item.

On January 20, 2009, the City Council approved the final plat for the subdivision, based on a recommendation from the Planning and Zoning Commission. The City Council approved the final plat subject to the following stipulations:

1. Development in conformance with the letter of intent, dated 11/20/08; and with the final plat, seal dated 11/12/08.
2. That all Code Review comments from the 12/2/08 meeting be addressed.
3. That adult uses be restricted from the rear 500 feet of the property, as required by code. Conditional Use Permit approval would be required for such uses among the remainder of the property.
4. That the drainage report, grading, paving, drainage and construction plans be approved by Public Works, prior to recording.

5. That Alamos Drive be dedicated with full improvements provided to the north property boundary, as part of the recording.
6. That a non-access easement be dedicated along the 89A frontage with the exception of the potential access for Coppergate Drive.
7. That a screening wall be required with the development of lot 8, subject to the Design Review process.
8. That the applicant submits a dust control plan, for approval by Public Works.
9. That the applicant address all Public Works comments pertaining to grading and drainage prior to recording. Any significant changes to the plat shall first be referred back to the P&Z Commission.
10. That the final plat may not be recorded until the new access onto 89A (Coppergate Drive) is approved by ADOT.
11. That the cost estimates and financial assurances are reviewed and approved by the City Engineer, City Attorney and City Council, prior to recording.
12. That an architectural concept be reviewed and approved by DRB and incorporated into the deed restrictions prior to recording.
13. That a trails easement be added to the plat, as directed by the City Council, prior to recording.

The Cottonwood Subdivision Ordinance, Section 410.01 provides that, “At the end of one year after Council approval, if the conditions of approval have not been satisfied, and the plat is not presented or found acceptable for recording, the Final Plat shall be referred back to the City Council for action, including possible revocation of approval.” The plat has not been recorded because the items above have not yet been addressed. Physical site and construction plans are still subject to review and pending revisions.

At this time, Engineering is advising that submittal of additional grading and drainage information will be required prior to recording the plat or establishing final costs and financial assurances for public improvements.

JUSTIFICATION/BENEFITS/ISSUES

The Coppergate subdivision will provide sites and infrastructure for commercial and industrial development in the City, the cost for which will be covered by the developer. Staff is recommending that the applicant be given an additional year to satisfy all of the conditions of final plat approval.

COST/FUNDING SOURCE

The subdivision improvements will be developed at the owner’s expense. The past estimate for the public improvements associated with this proposal exceeds \$1.2 million. Costs will be addressed as part of future Council action on financial assurances for the completion of these improvements (after these estimated costs are updated) that will be required prior to recording.

ATTACHMENTS:

Name:

Description:

Type:

 [FP_08-057_Copper_Gate_Business_Park.pdf](#)

P&Z Memo from December 15, 2008

Cover Memo



STAFF MEMO

TO: Planning and Zoning Commission

FROM: George Gehlert, Community Development Director

FOR: December 15, 2008

SUBJECT: **FP 08-057 Final Plat for Copper Gate Business Park**

Consideration of a request for approval of an 8-lot commercial and industrial subdivision to be known as Copper Gate Business Park. The site includes 16.4 acres, zoned C-1 (light industrial) and I-2 (heavy industrial). The property is located at the western extension of Alamos Drive, roughly ¼ mile north of its intersection with Black Hills Drive. APN 406-32-082E, 083J, 084B, 084C, 087, 019E. Owner: Commerce 89 Development LLC. Agent: Tom Pender.

Areas north, south and east are vacant. Areas to the north and south are zoned I-1. Property located to the east along SR 89A is zoned C-1. A developed residential subdivision is also located within the corporate limits of the Town of Clarkdale, to the west. The I-2 zone allows for adult uses with a Conditional Use Permit. However, those uses are prohibited by state law within 500 feet of a residential area.

A letter of intent describing the project is attached for your review. The final plat has changed dramatically from the original project approved in 2006. The project would be divided into a series of commercial lots along Alamos Drive, with the largest commercial lots fronting SR 89A, adjacent to a new access point along the highway. The applicant wishes to leave lot 8, on the western portion of the site, undeveloped at this time, with the intent of allowing for an unspecified industrial development at a later date. The site would be accessed from SR 89A via Coppergate Drive, which is one of the proposed changes being made to the original approved pre-plat. Access is also currently gained from Alamos Drive. Coppergate Parkway was originally proposed to be a loop road that provided access off of Alamos Drive to several of the lots proposed. The applicant is working with ADOT to receive approval for the new driveway entrance onto the highway.

The subdivision does not require a new approval of the preliminary plat because there are less than 10 lots (see Subdivision Code Section 104.08). Although a significant change from the prior pre-plat, only a final plat is required. The development would still feature public streets, public water and sewer. Alamos Drive would be developed as a collector street with full

improvements for a distance of approximately 600 feet. Remaining interior streets would be constructed to local street standards. The project meets zoning ordinance and subdivision code standards. Development of individual sites will be subject to review by DRB.

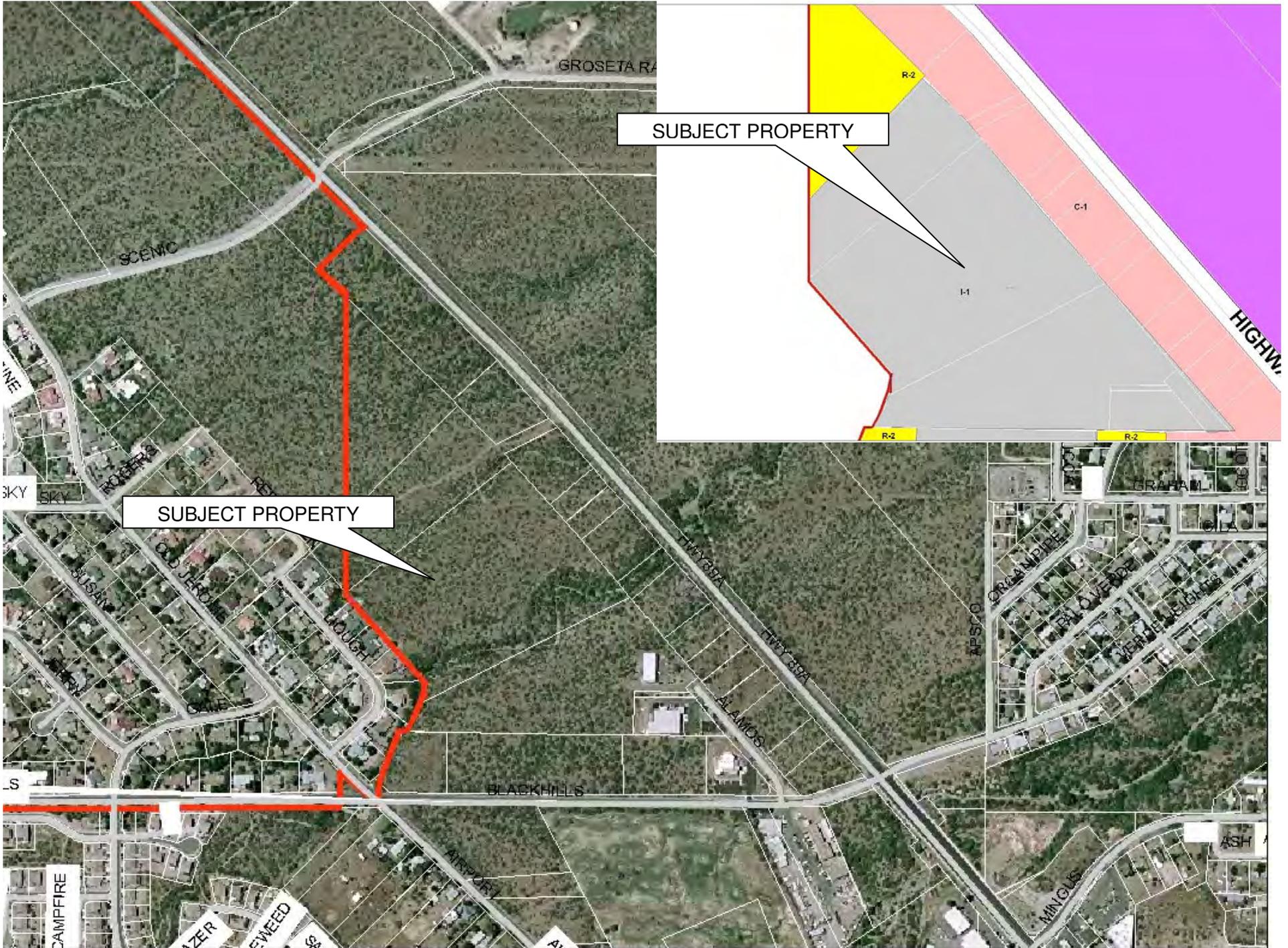
ISSUES

- **Access and Driveways on 89A:** A non-access easement should be recorded for lots that front 89A, in order to limit the proliferation of driveways along the highway. The new access is subject to approval by ADOT.
- **Screening:** Lot 8 backs up to a residential area that is in the Town of Clarkdale. The Zoning Ordinance requires that industrial uses that back up to a residential area provide a screening wall along that section of the property. The applicant wishes to delay building a screening wall along this area. The Code provides that the Planning and Zoning Administrator recommend the appropriate type of screening to the Commission or Council, based on a “finding of fact” associated with the use (Sec. 422.D.7.a and Sec. 501). It’s staff’s opinion that cannot be rendered until we have a proposal for the site. Additional height of the screening can also be approved as part of the P&Z or Design Review process (Sec. 404.J.4.a).
- **Architectural Theme:** There are no covenants or deed restrictions proposed for this subdivision that would set any kind of architectural style for future structures, signs or screening. There is also no tangible requirement for review of a subdivision by DRB, apart from their required action on the grading plan (accomplished with the former preplat submittal). By code, only PADs are subject to the full gamut of Design Review. The Commission may want to discuss with the applicant the possible submittal of an architectural concept for review by DRB as a means for expediting the Design Review process associated with the future development of individual sites. They would have to be incorporated into the deed restrictions to remain effective over time.
- **Staff review of grading / drainage:** Public Works is requesting additional time to review grading and drainage information.

RECOMMENDATION

As there may still be some questions concerning **FP 08-057**, the Commission may wish to delay any action. Should the Commission choose to recommend approval at this time, Staff offers the following stipulations:

1. Development in conformance with the letter of intent, dated 11/20/08; and with the preliminary plat, seal dated 11/12/08, as may be further modified by the Commission or City Council.
2. That all Code Review comments from the 12/2/08 meeting be addressed.
3. That adult uses be restricted from the rear 500 feet of the property, as required by code. Conditional Use Permit approval would be required for such uses among the remainder of the property.
4. That the drainage report, grading, paving, drainage and construction plans be approved by Public Works, prior to review by the City Council.
5. That Alamos Drive be dedicated with full improvements provided to the north property boundary, as part of the recording.
6. That a non-access easement be dedicated along the 89A frontage with the exception of the potential access for Coppergate Drive.
7. That a screen wall be required with the development of lot 8, subject to the Design Review process.
8. That the applicant submit a dust control plan, for approval by Public Works.
9. That the applicant address all Public Works comments pertaining to grading and drainage prior to review of the Final Plat by the City Council. Any significant changes to the plat shall first be referred back to the P&Z Commission.
10. That the final plat may not be recorded until the new access onto 89A (Coppergate Drive) is approved by ADOT.
11. That the cost estimates and financial assurances are reviewed and approved by the City Engineer, City Attorney and City Council, prior to recording.
12. That an architectural concept be reviewed and approved by DRB and incorporated into the deed restrictions prior to recording.
13. Anything else the Commission deems necessary.



SUBJECT PROPERTY

SUBJECT PROPERTY

R-2

C-1

I-1

R-2

R-2

HIGHWAY

GROSETA ROAD

SCENIC

LINE

SKY

SKY

SUSAN

ALAMOS

BLACKHILLS

ALAMOS

ALAMOS

ALAMOS

MINGUS

MINGUS

MINGUS

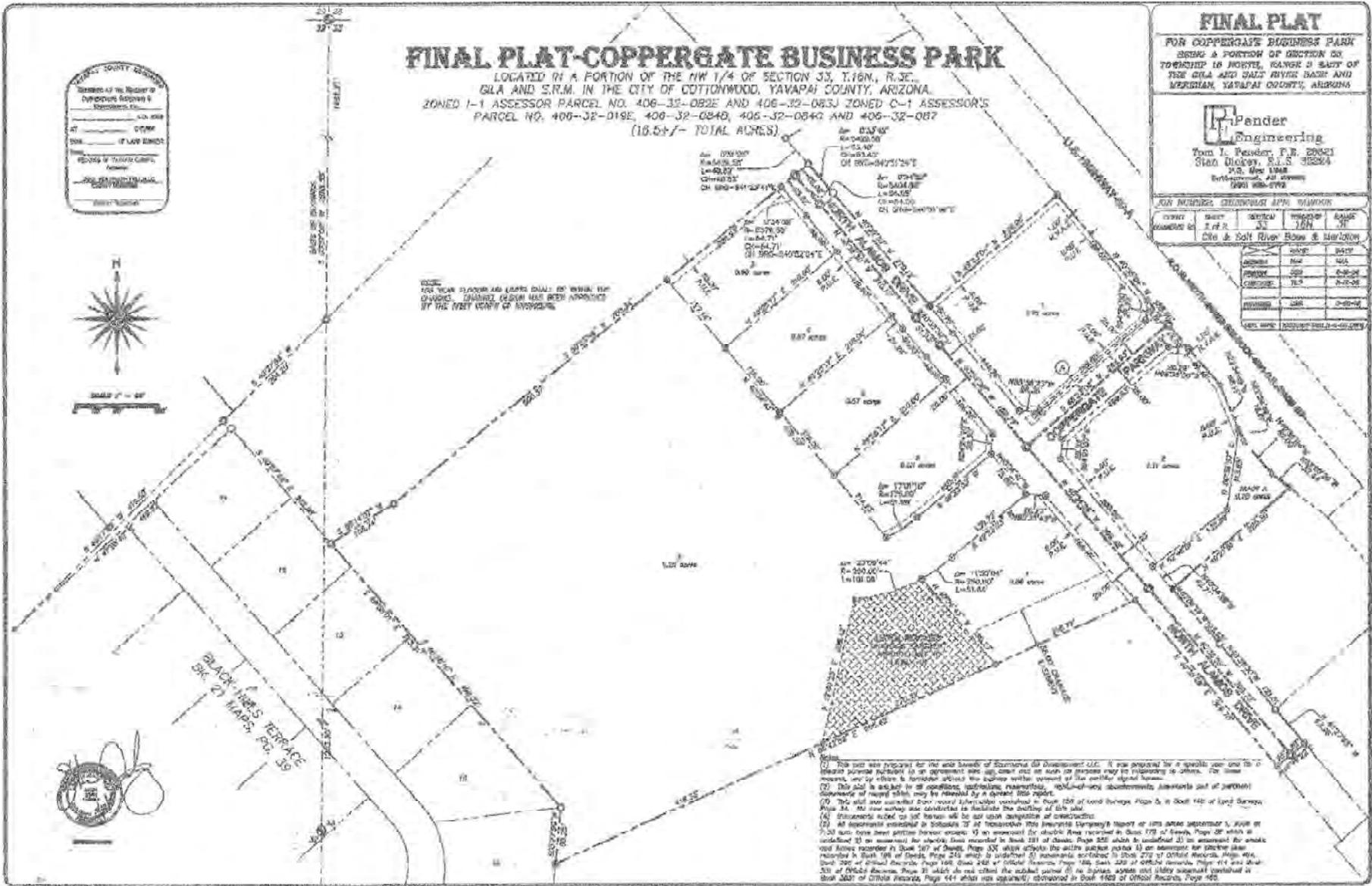
CAMPFIRE

AZER

SWEED

ALAMOS

HIGHWAY



SITE PLAN



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



 Print

Meeting Date:	December 18, 2012
Subject:	Resolution Number 2676--Declaring Section 309., Hillside Development Standards, a Public Record.
Department:	City Clerk
From:	Marianne Jimenez, City Clerk

REQUESTED ACTION

Consideration of Resolution Number 2676, declaring Section 309., Hillside Development Standards, a public record.

SUGGESTED MOTION

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

"I move to approve Resolution Number 2676, declaring Section 309. Hillside Development Standards a public record.

BACKGROUND

The City Council has considered adopting hillside development standards for some time. Staff has prepared regulations for development of land with steep slopes and hillsides so as to preserve important aspect of the community character while allowing reasonable opportunities for development.

Resolution Number 2676 declares the proposed development standards a public record. The actual adoption of these standards will be accomplished through an ordinance.

JUSTIFICATION/BENEFITS/ISSUES

Declaring the proposed hillside development standards a public record and adopting them by reference under an ordinance will save the city publication costs.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:

 [res2676.doc](#)

Description:

Resolution Number 2676

Type:

Cover Memo

RESOLUTION NUMBER 2676

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, DECLARING THAT CERTAIN DOCUMENT ENTITLED "SECTION 309. HILLSIDE DEVELOPMENT STANDARDS" TO BE A PUBLIC RECORD.

WHEREAS, the Mayor and City Council of the City of Cottonwood, Yavapai County, Arizona, have determined that it is in the public interest to consider amending Article III - Procedures, of the Cottonwood Zoning Ordinance, by adding a new Section 309. Hillside Development Standards.

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

Section 1: Declaration of Public Record. That certain document known as "Section 309. Hillside Development Standards" is hereby declared to be a public record and attached as Exhibit A.

Section 2: Copies with City Clerk. Three copies of the aforementioned Section are ordered to remain on file with the City Clerk.

Section 3. Effective Date. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA THIS 18TH DAY OF DECEMBER 2012.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	December 18, 2012
Subject:	Hillside Development Standards
Department:	Development Services
From:	Charles Scully, Planner

REQUESTED ACTION

First Reading of Ordinance 593, adopting hillside development standards as part of the City's Zoning Ordinance.

SUGGESTED MOTION

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

N/A. First Reading.

BACKGROUND

The City Council has considered this issue for some time, including most recently at the August 2012 worksession.

JUSTIFICATION/BENEFITS/ISSUES

In the past, builders in Cottonwood tended to avoid properties with steep slopes because there were other properties available that were easier to develop. The grading and engineering required to develop on steep slopes was not considered cost-effective. As the cost of land has risen, it has become more cost-effective for builders to look at previously less desirable properties. The question is, how do you manage such development in a fair manner without completely destroying the distinctive landscape features which define the community? Many cities, towns and counties in Arizona have adopted Hillside Development Standards which allow development to occur but place some restrictions on the steepest slopes and further define standards regarding the details of how such sites are developed. The purpose is to provide a balanced approach which benefits everyone in the long run.

Hillside standards typically include both design-based standards and development-based standards. Design standards cover the physical impacts on the land and development-based standards provide formulas to preserve a percentage of the area of steep slopes based on the steepness or intensity of development.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
 Hillside_Development_Ordinance.doc	Hillside Development Ordinance	Cover Memo
 Hillside_Ordinance_References.docx	Hillside Ordinance References	Cover Memo
 Summary_of_Design_Standards.docx	Summary of Design Standards	Cover Memo
 ord593.doc	Ordinance Number	Cover Memo

SECTION 309. HILLSIDE DEVELOPMENT STANDARDS

A. PURPOSE.

The purpose of this section is to establish regulations for development of land with steep slopes and hillsides so as to preserve important aspects of the community character while allowing reasonable opportunities for development. Hillside development standards are intended to minimize possible loss of life and property, to protect watersheds and natural waterways, to minimize soil erosion, to protect public infrastructure investments and to encourage the preservation of community character by retaining natural topographic features and minimizing scarring from hillside construction.

B. APPLICABILITY.

The regulations of this Section shall apply to proposed subdivisions, planned area development and development projects on lots or parcels having a natural slope of twenty percent (20%) or greater. This slope is calculated using a minimum run of one hundred feet (100') with a rise greater than twenty feet (20') over that one hundred foot (100') run. Where the standards of this section are in conflict with other provisions of this Code, the more restrictive shall apply. No grading, cutting, filling, excavating, stockpiling or other site earthwork shall be commenced without first obtaining all necessary and required permits and approvals from the City of Cottonwood or applicable agencies, including Grading Permits, Stormwater Permits and approval of required development applications.

C. EXCEPTIONS.

This section shall not apply to the following activities:

1. Individual single-family residential development on existing lots except where part of a planned development or new subdivision.
2. Clearing and thinning of vegetation for fire control as approved by the Fire Chief, Building Official or other applicable City official.

D. ADMINISTRATIVE WAIVER FOR HISLLSIDE DEVELOPMENT.

1. Purpose. Administrative waivers are intended to provide flexibility with respect to the numerical standards of the Hillside Development Ordinance where proposed development is compatible with surrounding land uses, shown to be in the public interest and consistent with the purposes of the Zoning Ordinance.
2. Applicability. Pursuant to the requirements of this Section, the Zoning Administrator may authorize a waiver of up to 10 percent from any numerical standard related to the Hillside Development Ordinance, including height, setback, lot coverage, cut and fill quantities, disturbance areas and grading requirements.

3. Application Process.
 - a. Application Submittal. A complete application for an administrative waiver shall be submitted to the Zoning Administrator on a form provided by the City.
 - b. Documentation. Provide copies of the Slope Calculation Analysis for the site along with a complete site plan, photos and other graphic material so as to document the requested adjustment.
 - c. Timeframe. The Zoning Administrator shall have 30 calendar days to approve, approve with conditions or deny the application. A written notification of the decision shall be mailed, or otherwise provided, to the applicant within 15 calendar days from the decision.
4. Notification of Surrounding Property Owners. The Department shall mail notice of the request for the Administrative Waiver to all owners of real property within three hundred (300) feet of the subject property within three (3) business days of submittal of the application and provide at least 10 days for response.
5. Conditions for Approval: The Zoning Administrator may authorize an Administrative Waiver when a literal enforcement of the provision(s) of this Section and all amendments thereof, would result in unnecessary property hardship and when evidence is presented demonstrating to the satisfaction of the Zoning Administrator that all of the following conditions are fulfilled:
 - a. The requested modification will not be detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public welfare in general;
 - b. The granted Administrative Waiver is the minimum development standard modification that will make possible the reasonable use of the land and/or structure;
 - c. Granting the waiver will be based on the physical constraints and land use specifics, rather than on economic hardship claimed by the applicant; and
 - d. Appropriate and specific conditions as may be deemed necessary in order to fully carry out the intent of the Administrative Waiver section of the Zoning Ordinance have been stipulated by the Zoning Administrator.
6. Appeal. The applicant may appeal any decision of the Zoning Administrator to the Board of Adjustment in accordance with the standards set forth in Section 306, "Appeals and Variances."
7. Revocation. A violation of any condition stipulated by the Zoning Administrator that is not corrected within a specified timeframe shall render the granted Administrative Waiver null and void. An approval shall also be null and void if the use has not commenced or if a grading or building permit has not been obtained for the related work within six (6) months of authorizing the waiver or within any greater or lesser time stipulated by the Administrative Waiver, not to exceed one (1) year.

E. DEFINITIONS.

1. BACKSLOPE – The excavated slope remaining on the uphill portion of a cut section that provides a transition from the natural hillside to the flat portion of a building site or roadbed.
2. CONSTRUCTION ENVELOPE - A specific area defined by the sum of the maximum allowable disturbed area plus the maximum coverage allowed for the lot or parcel.
3. CUT - The land surface which is shaped through the removal of soil, rock, or other materials.
3. DISTURBED AREA - That area of natural ground that has been or is proposed to be altered through grading, cut and fill, removal of natural vegetation, placement of material, trenching, or by any means that causes a change in the undisturbed natural surface of the land or natural vegetation.
4. FILL - The deposit or relocation of soil, rock, or other materials on the site.
5. FINISHED GRADE - The final grade and elevation of the ground surface after grading is completed.
6. GRADE - The slope of a hillside measured as a ratio of horizontal distance or run to vertical distance or rise (measured as percentage.)
7. GRADING - Any excavating, or filling or combination thereof, including the conditions resulting from any excavation or fill.
8. HILLSIDE DEVELOPMENT AREA - Building areas, other than sloped areas within washes and rivers, with a building site slope of twenty percent (20%) or greater, measured as a vertical rise of twenty (20) feet in a horizontal distance of one hundred (100) feet.
9. NATURAL GRADE - The grade and elevation of the ground surface in its natural undisturbed state.
10. NATURAL OPEN SPACE - Areas that are essentially unimproved and left in a natural state without developed structures, roads or similar development but that may contain recreational trails, perimeter fencing or similar minor features.
11. PREVAILING GRADE - The average steepness of a hillside over its entire length.
12. RETAINING WALL - A wall used to retain material but not to support or to provide a foundation or wall for a building.

13. SITE DISTURBANCE ACTIVITY - Any action which results in a cutting of the natural soil grade, creation of an un-natural soil fill or movement of a significant natural landscape feature. Such activity may include, but not be limited to the following activities: digging, trenching, filling, drilling, grading or clearing.
14. SLOPE CALCULATION ANALYSIS - A detailed study of the topography and slope of a development site, parcel or property. The study shall include a detailed graphic showing all slope areas on the site utilizing the methodologies established in this Ordinance and shall be composed of graphic, numerical and narrative information.
15. SPILL SLOPE - Earth or other material that is pushed or allowed to fall, flow or run down a slope as a result of excavation activities or natural process of erosion so as to change the natural appearance and topography of the site.

F. APPLICATION REQUIREMENTS.

1. Slope Calculation Analysis: Provide a Slope Calculation Analysis and related Map where the property contains slopes 20% or greater, as defined by this Ordinance.
2. Grading and Drainage Plan: An overall excavation, grading and drainage plan shall be prepared in accordance with sound professional engineering practices and to address minimum standards adopted by the City. Said plans shall be prepared and certified by a professional engineer registered in the State of Arizona. If any drainage structures or culverts are involved, it will be necessary to include calculations for peak flows for a 100 year storm to establish appropriate drainage facilities, cross-sections and details. Where feasible, storm water diverted from its original drainage pattern shall be returned to its natural course before leaving the property.
3. Hillside Development Site Plan. Detailed development site plans and landscape plans shall be submitted with each hillside development application and shall include, but not be limited to, the following:
 - a. Submit site plan on 24" by 36" sheet. Site plan must be submitted with a topographic survey prepared by a civil engineer or registered land surveyor. Scale of the site plan shall be not less than 1"= 20'-0".
 - b. Show topographic contours at two (2) foot intervals. Five (5) intervals may be allowed for very steep slopes if approved by the City Engineer. Indicate existing contours with dashed lines.
 - c. This map shall show limits of excavation and fill, slope of cut and fill, and total cubic yards of excavation and fill for the building site, roads, and driveways. Show the location, length and height of retaining walls, fences and other attachments;
 - d. For disturbed (or graded) areas, including removal of natural vegetation, show the proposed method of final treatment, including riprap, concrete, groundcover, or vegetative coverings.

- e. Show how drainage is altered, and if so, how it is redirected to original channel and show that the requirements regarding storm water runoff and drainage have been met. Show the location and grade of all drainage channels, swales, drain pipes, culverts, and similar drainage features. Indicate flood zones on site plan with grade or elevation of each level.
 - f. Show cross sections at two (2) or more locations perpendicular to the contours through each building or structure giving percentage of slope at each, and showing exact heights of structures at each existing contour.. Location of the cross-sections shall be clearly shown on the topographic map.
 - g. For proposed driveways, indicate total average grade from lowest point to highest and show grade of steepest portions of driveway within fifty (50) foot sections.
 - h. Show location of all proposed utility lines, or septic tank or sewage disposal areas.
 - i. Provide address or property location information, property dimensions and name, address, telephone number and contact information for applicants, property owners and preparer of application materials.
4. Data Table. Provide a table on the plan which provides the following information:
- a. Gross area of lot shown in square feet.
 - b. Area of lot that is hillside in square feet. Indicate slope category. If separate areas are shown, break out the areas by size in square feet and slope category.
 - c. Area of hillside on lot that has been previously disturbed in square feet, if applicable.
 - d. Area of hillside on lot that is proposed to be disturbed shown in square feet. Indicate separate areas, if applicable.
5. The Community Development Director, or designee, may require an accurate three dimensional rendering; showing the existing and proposed finished appearance of the site. A computer generated model in a three dimensional format is acceptable.
6. Prior to the commencement of any construction or development activity on the hillside site, including clearing, grading, excavating or movement of any material, all applicable required plans and approvals shall be issued by the City.

G. SLOPE CALCULATION ANALYSIS.

- 1. All applications for development shall include a Slope Calculation Analysis when portions of the property contain slopes 20% or greater, as defined by this Ordinance.
- 2. The information submitted shall clearly indicate the extent and nature of the work proposed, including the area of disturbance, the estimated quantity of cut and fill, and other information as required to review the proposed activity.

3. Applicants may prepare a Slope Calculation Analysis utilizing a methodology differing from those outlined in this Section. Applicants seeking to utilize an alternative methodology shall provide both a written explanation of the proposed alternative methodology and a graphical example of its use.
4. A Slope Calculation Map shall be produced for the review slope categories as applies to the hillside development standards. The slope map shall contain information necessary to determine compliance with this Section. To determine the location and extent of slope categories, carry out one of the following procedures:
 - a. Manual Slope Calculation Method:
 - 1) Utilize a topographic map at a scale of twenty (20) feet or less to the inch and with contours shown at two (2) foot intervals. All contour lines shall be extended onto adjacent properties to a distance that establishes the overall slope of the land but in no case shall they be extended less than twenty (20) feet onto the adjacent properties.
 - 2) The slope category shall commence at the midpoint of the one hundred (100) foot horizontal dimensions used to determine the slope. The one hundred (100) foot slope determination lines shall be located perpendicular to the site or property contour bands. Those properties containing multiple slope planes should provide slope information for all such planes.
 - 3) To determine those locations where slopes of twenty percent (20%), thirty percent (30%), and forty percent (40%) begin by the application of one hundred (100) foot straight lines that fall within each category. The one hundred (100) foot slope determination lines shall be extended onto adjacent properties to a distance that establishes the overall slope of the land but in no case shall they be extended less than twenty (20) feet onto the adjacent properties.
 - 4) Connect the midpoints of each series of one hundred (100) foot lines of the same slope category to establish the limits of that slope category.
 - 5) Measure the areas resulting between each series of straight lines to determine the areas in each slope category.
 - b. Computer Generated Slope Calculation Method:
 - 1) Utilize digital topographic information with contours shown at two (2) foot intervals.
 - 2) Utilizing a slope generating software application, slope categories shall be determined utilizing the slope categories identified in this Ordinance.
 - 3) Computer generated slope analyses shall be prepared utilizing the following modeling parameters:
 - (a) Maximum five (5) foot slope contour intervals for slopes more than thirty percent (30%);

- (b) The slope analysis shall utilize the above noted slope contour intervals through the modeling basis of grid evaluation to determine slope facets or contours; and,
 - (c) The analysis shall utilize a twenty-five (25) foot grid system.
- 4) All data generated through the use of a computer generated slope determination shall be presented in both chart and graphic formats. The presentation of all graphic slope information shall be presented in a clear and easily understandable format.
 - 5) The final map shall be plotted at a maximum scale of 1" = 200' and submitted to the Community Development Director or designee for review. If the Community Development Director or designee finds the analysis acceptable, the final slope determination map shall be approved.
 - 6) The Community Development Director or designee may reject the analysis and require correction(s) to the digitized slope category lines to more accurately reflect the generalized slope conditions of the property or other revisions necessary to ensure compliance with this Section.

H. SLOPE DEVELOPMENT.

1. Maximum Site Disturbance: Maximum site disturbance), as used in this Section, shall include all grading, excavation and fill area for the development of the property but shall not include any public or private street or the building coverage in the calculation.

<u>Slope Category</u>	<u>Maximum Allowable Disturbance Area as per Slope Category Map</u>
0% to 19.9%	As per underlying Zoning.
20% to 29.9%	30%
30% - 39.9%	50%
40% & >	No Disturbance, except as permitted by this Ordinance.

2. Residential Density: The maximum density for residential development within specified slope category areas shall be determined by the following:
 - a. For any portion of land containing slopes below 20%, the maximum density is determined by dividing the gross area of the tract of land below the 20% slope line by the minimum lot size specified in the underlying zoning district/s.
 - b. For any portion of land containing slopes from 20% up to 29.9%, the maximum density is 0.70 of the density determined by dividing the gross area of the tract of land between the 20% and 29.9% slope lines by the minimum lot size specified in the underlying zoning district/s.
 - c. For any portion of land containing slopes from 30% up to 39.9%, the maximum density is 0.50 of the density determined by dividing the gross area of the tract of land between the 30% and 39.9%, slope lines by the minimum lot size specified in the underlying zoning district/s.

- d. For any portion of land containing slopes 40% and greater, the maximum density is determined as 0.25 of the density determined by dividing the gross area of the tract of land at or above the 40% slope line by the minimum lot size specified in the underlying zoning district/s.
3. Hillside Residential Density Bonus: For properties where the maximum density for residential development is limited as established in this Section for development in slope category areas at or above 20%, the net difference with a potential density bonus increase in the allowable number of dwelling units may be transferred to other portions of the same or contiguous development property where such areas are shown as below the 20% slope category level. For transfer of residential density to zoning districts other than PAD Zone, development shall otherwise meet all standards of this Ordinance and shall not exceed more than 125% of the density otherwise allowed in that Zoning District. Transfer of residential density for projects with PAD Zoning shall be subject to the standard review and criteria for Planned Area Development as determined through the Master Development Plan.
 4. All such development qualified for transfer of residential density shall be subject to standards as specified in this Ordinance and the following:
 - a. In addition to other residential use types allowable in the underlying zoning district, transferred density rights may be developed as detached single-family residential units or as attached residential units with townhouse or clustered type design.
 - b. Proposed clustered unit developments located within a 20% or greater slope category shall be subject to the processing of a Planned Area Development (PAD) application and approval at the sole discretion of the City Council.
 - c. Aspects for consideration of a density transfer design may include but are not limited to:
 - 1) Locations and distribution of any attached or clustered housing.
 - 2) The condition of buffering or separation between proposed housing and the abutting properties.
 - 3) The overall variety of housing types, sizes, lot sizes.
 - 4) The amount and quality of natural open space or usable landscaped areas that are contained within the proposed transfer area.
 - d. For all areas of the lot or parcel with less than a 20 percent slope, 100 percent site disturbance may occur where densities are being transferred from higher slope areas.

4. The following criteria shall be applied for review of proposed clustered development:
 - a. Minimizes the disturbance to the terrain, avoiding cuts or fills unless they are necessary.
 - b. Preserves and incorporates natural features and vegetation, preserves significant large trees or landscape specimens, preserves rock formations.
 - c. Mitigates visual impacts by keeping structures below ridgelines, stepping structures with the slope, and minimizing the height of structures.
 - d. Building and structure design is compatible with hillside characteristics using natural materials and colors, and variation with roof and wall components;

I. HILLSIDE DESIGN CRITERIA.

1. Mass Grading Standards. Leveling of large development sites through mass grading shall be discouraged even for areas with less the 20% slope. Careful design of site grading to allow stepping of areas within larger development sites is preferred so as to preserve natural slopes, vegetation and similar features.
2. Construction Envelope. All lots 20,000 square feet or more in net area shall establish a construction envelope equal to the combined area of the maximum disturbed area and maximum lot coverage as described in this Section.
3. Spill Slopes. Spill slopes greater in depth than five (5) feet shall be prohibited for development sites, driveways and streets. All such surplus material shall be removed from the site or disposed of on-site as permitted by this Ordinance.
4. Removal or disposal of excess material. All excavated material shall be removed from lots and roadways or contained behind retaining walls or landscaped so that the slopes of any fill material will not be visible.
5. Cuts and Fills. Stabilization is required for all cut and fill slopes of five (5) feet or greater in elevation. To reduce visual impacts of cut and fill slopes they should be rounded or tapered where they meet natural grade so that they blend with the natural slope.
 - a. Building pad: The maximum height of any cut or fill used to establish a building site shall not exceed twelve (12) feet. For cuts greater in height stepping shall be required with at least four (4) foot steps to allow landscaping.
 - b. Street: The maximum height of any cut or fill used to establish a road shall not exceed 12 feet. For cuts greater in height stepping shall be required with at least four (4) foot steps to allow landscaping. All building sites, driveways and roadway cut and fill slopes shall be re-vegetated with native plant material.

- c. Driveway: Any driveway cut greater than eight (8) feet in depth shall not have a length greater than one hundred (100) feet; and the maximum height of any cut or fill used to establish a driveway shall not exceed twelve (12) feet.
 - d. Grade of backslope, cuts and fills: The grade for resulting slopes shall be a maximum 2:1, or greater if determined necessary by engineering analysis to ensure a sustainable slope. A combination of retaining walls and slopes may also be considered.
 - e. Partial bench construction: Where a grading plan proposes a combination of cuts and fills to create a level area for a building, road, driveway or development site due to constraints of the property, a detailed treatment plan shall be required for the cut and fill sections to ensure adequate compaction of the fill material and a minimum 2:1 backslope grade so as to maintain a stable slope. Any fill material shall be carefully blended with the prevailing natural grade of the hillside and landscaping shall be provided as necessary to minimize the visual effects of any spill slope.
 - f. Setbacks: Both the top of cut slope and toe of slope shall be setback at least 10 feet from any property line or greater if required by building codes. Exceptions may be considered where the existing topography or drainage patterns are such that strict adherence to this standard would result in a less desirable condition for abutting properties. In such cases a recorded slope or drainage easement shall be provided for the applicable portions of the abutting property.
 - g. Alternative cut and fill limitations and methods to mitigate the visual impact of cut and spill slopes such as terracing, use of retaining walls and re-vegetation of disturbed areas may be submitted based on a finding that the proposed alternative limitations and methods meet the intent of this Section to reduce the visual impact of cut and spill slopes and are otherwise in compliance with this Ordinance. All such alternative proposals shall be subject to Design Review approval.
6. Retaining walls: The intent of retaining wall standards is to reduce the visual impact of retaining methods used on hillside developments. Specific criteria for design include the following:
- a. Fill slopes greater than two (2) feet in depth may be contained by a retaining wall as provided by this Ordinance. Retaining walls may be used to retain fill where slopes cannot be stabilized by the application of boulders, vegetation or the underlying native rock.
 - b. Residential retaining walls shall not exceed six (6) feet in height; non-residential retaining walls shall not exceed eight (8) feet in height. Where additional height is required, a series of stepped retaining walls may be used where such walls are offset at least four (4) feet horizontally. The area between stepped retaining walls shall be improved with landscaping, as per Section 407. Landscaping Requirements.

- c. Decorative view fences, not exceeding 6 (six) feet in height above the highest part of adjacent natural grade may be added to a retaining wall. View fences may include wrought iron, wood picket or a combination of wrought iron and masonry columns but shall not include chain link for such applications.
 - d. The location and layout of retaining walls shall be designed to compliment the shape of the natural terrain to the greatest extent possible through the use of stepped or offset sections both in elevation and plan view. Retaining walls shall be designed to preserve attractive areas of existing desert vegetation where possible.
 - e. If retaining walls are constructed of block or finished with stucco, they should be colored to blend with surrounding landscape or to be compatible with the development theme of the project. Rock facing on masonry walls is encouraged and the use of rock walls comprised of native materials where structurally appropriate is also encouraged.
5. Driveways: The design of driveways located within development projects shall meet the following standards:
- b. Driveways in hillside development areas (20% or greater slopes) shall be limited to one per residence. A driveway may be used to serve more than one residence where in compliance with applicable codes.
 - c. Driveways with 10% grade or greater shall be paved with asphalt, concrete, pavers or a comparable hardened surface so as to stabilize slopes and minimize erosion and sedimentation.
 - d. Driveways with 10% grade or greater shall have a 20 foot minimum landing area at intersection with maximum 6% grade so as to allow safe transition to street.
 - e. Driveways with 15% or greater grade shall be constructed of concrete with appropriate surface treatment to provide adequate friction for vehicles.
 - f. Where a driveway crosses a wash or drainageway, it shall not impede or adversely alter drainage. Wash crossings shall be stabilized to minimize maintenance. Where necessary to accommodate regular run-off or flooding, appropriately sized and designed culverts or bridging shall be required. For low-flow or local drainage swales, concrete aprons on each side of the driveway may be approved to accommodate the cross flow.
 - g. Drainage culverts: Where driveways cross drainage ditches and channels beside the roadway, culvert pipes shall be sized to meet all applicable engineering requirements but in no case shall be less than 12" in size for pipes up to 16 feet in length and minimum 24" for pipes greater than 16 feet in length. A uniform size of culvert pipe shall be established for similar drainage crossings to lots accessed across the same channel along the same roadway.

HILLSIDE ORDINANCE REFERENCES

City of Cottonwood	Zoning Ordinance Section 304 Design Review Construction Site Storm Water Runoff Control Program
City of Prescott	Sec. 6.6 Drainage, Floodplains and Drainageways Sec. 6.7 Site Disturbance, Grading, and Restoration Standards Sec. 6.8 Hillside Development Standards
City of Sedona	Design Review Manual: Section 2.0 Site Development: 2.1 Site Analysis 2.2 Site Design and Planning Principle 2.3 Drainage Way Design 2.4 Building Placement and Orientation Land Development Code Sec. 706.08 Hillside Development Area Article 8. Grading and Drainage
Town of Clarkdale	Town Code. Chapter 7 Building. Article 7-11 Excavation and Grading
City of Flagstaff	LDC Division 10-04-003 Natural Resource Protection Standards: Floodplains, Steep Slopes, Forests
Town of Carefree	Mountainside Community Design Standards & Guidelines Article X. Mountainside Development Regulations
Town of Cave Creek	Zoning Ordinance Sec. 5.11 Hillside
City of Mesa	Sec. 9-6-5. Desert Uplands Development Standards
Town of Payson	Hillside Development Regulations Report 1998
City of Peoria	Article 14-22A. Hillside Development Overlay District
City of Phoenix	Zoning Ordinance. Sec. 32-32. Hillside Development Area
Town of Sahuarita	Ch. 18.61 Hillside Development Overlay Zone
City of Scottsdale	Sec. 6.1010. Environmentally Sensitive Lands Ordinance (ESLO)
City of Tucson	Article VII. Watercourse, Amenities, Safety and Habitat (WASH) Zoning Ordinance Sec. 2.8.1 Hillside Development Zoning District (HD Z)
City of Kingman	Section 21.000 Hillside Developments
Yavapai County	Section 560 Hillside Development Standards
Maricopa County	Zoning Ordinance. Section 1201. Hillside Development Regulations

HILLSIDE DEVELOPMENT ORDINANCE

SUMMARY OF DESIGN-BASED STANDARDS

Design Criteria Issues:

Construction and development on steep hillsides results in visual impacts which can usually be mitigated with various design-based techniques. Design-based criteria for hillsides could include:

- Standards regarding the depth and length of excavations cut into hillsides.
- The treatment applied to the cut face.
- Standards for the disposal of the excavated material, including spill slopes.
- Limiting the steepness of driveways and roads to avoid visual scarring and erosion of hillsides.
- Design standards for retaining walls, bridges, culverts and other drainage features.

Mass Grading. Mass grading of development sites is seen by many developers as the most cost-effective method for initial site development and is therefore usually the preferred approach for preparing a site. However, well-thought out design techniques that preserve natural features, such as steep slopes and washes, can result in other long-term benefits, including improved value of the property and improved conditions for the community as a whole. It may take more up front effort with the site design and additional preparation of the site at the construction phase to identify construction envelopes and non-disturbance areas but the benefit for the developer and the community can be worth the effort.

Grading. For new subdivisions and planned area developments the practice of mass grading of large sites can be modified to identify and protect hillsides, washes, rock outcroppings and other areas of the site that exhibit significant, distinctive or special natural character. One issue to consider is whether the site is essentially in a natural condition. Are there aspects of the site, including topography, visual or scenic features, rock outcroppings or plant specimens that are worth protecting or has the landscape been altered through previous land use practices. With larger sites, there is more opportunity to integrate natural features into the plan, such as using washes for drainage.

Construction Envelope. A construction envelope can be designated on large lots where hillsides and washes are indicated. Non-disturbance areas are indicated on construction plans and in the field during construction activity.

Cut and Fill Issues. Shaping a hillside to use for a building site, driveway or other use generally involves creating a level area by cutting into the hillside and removing enough material for the intended use. In some cases the excess material is deposited in front of or below the “cut” to create a built up area of “fill” material. The manner in which the cut is made and the excess material is deposited can result in significant visual impacts to a hillside.

1. ***Height of Cut.*** Development on steep side slopes requires deeper cuts in order to develop an adequate building pad or bench for a driveway. The steeper the side slope, the deeper the cut that will be necessary; however, it is possible to mitigate the visual impact by stepping the cuts with intermediate landscaped landings. This approach can mitigate the effects of large cuts into a hillside.

2. ***Treatment of Cut.*** The backslope of the cut should be tapered to blend with the natural slope and re-vegetated where possible. Sharp, vertical cuts look unnatural and create a negative visual impact. Re-vegetation methods can be addressed.

3. ***Disposition of Excess Material.*** Cut material pushed over the edge creates a “spill slope” that extends the visual disruption. On steep slopes the spill material can create a deep drop. Standards can limit the extent of spill slopes below the hillside cut. This may require excess to be removed from the site or disposed of in some other non-disruptive manner. This would represent a change in the way in which developers are used to preparing a site.

Retaining Walls. The design of retaining walls can have a major impact on the use and character of properties with steep slopes. One approach is to limit the maximum height of a retaining wall so it relates to the human scale. Where needed for deeper cuts on steeper hillsides, retaining walls can be stacked or stepped with landscaping in the stepped area. Questions of size, location and design of retaining walls are a part of addressing development standards for properties with steep slopes.

Driveways. The design of driveways on hillsides can have a major impact on the visual condition. Where driveways are located across steep hillsides the cut and/or fill necessary to create the roadway bench will be deeper and the visual impact of such activity will be greater. Techniques to minimize the visual impact of cut and fill activity can be considered for driveways and new roads.

Culverts and Drainages. Drainage features associated with hillside development typically include various types of drains, ditches and culverts under driveways and streets. It is possible to have engineering standards for the size and treatment of such features so as to ensure effective management of stormwater runoff, as well as design standards to ensure the aesthetics of such features are considered.

SUMMARY OF DEVELOPMENT-BASED STANDARDS

Purpose. The purpose of hillside development regulations is to allow a reasonable and beneficial approach to the development of property with steep slopes and/or washes while promoting the public health, safety and general welfare of the residents of Cottonwood. The preservation of natural hillsides and washes through the establishment of reasonable approaches to allow development of such areas will help maintain and protect the character, identity and image of the community for the benefit of all. Hillsides and washes play a major role in defining the character of this area and are seen by many people as a highly valuable resource that should be retained as a key feature within new development projects.

Applicability. Applicability needs to be considered for hillside development standards. The scope of such regulations will depend on the type of activities that are covered. If the use is a new residential subdivision, then there will be certain unique issues. If the use is commercial, industrial or other non-residential, then the scope and scale of such development can raise other issues regarding property development. The ordinance needs to make certain distinctions based on the type of use and scale of development.

Exceptions. There are likely to be exceptions in various categories, such as existing single-family residential lots. On some smaller lots that are primarily defined by hillsides it may be difficult to develop there without major grading of the hillside. Applying hillside development standards to existing individual residential lots could be problematic. There may be some design-based issues which could apply to all development but there would need to be consideration of potential exceptions in cases where such regulations become impossible or unduly burdensome.

New Subdivision Standards. Applying hillside development standards to proposed new subdivisions would provide opportunity to integrate the concepts at the earliest possible stage of conceptual design; however, the procedural steps would need to be carefully considered so as to allow consideration of the qualitative or design-based issues along with the technical review from the beginning.

Rezoning. Rezoning typically requires a specific development proposal to be submitted along with the change of zoning request. A change of zoning is generally a discretionary decision by the City Council based on a number of factors, including conformance with the General Plan, compatibility with surrounding properties, and impacts on traffic, infrastructure and natural resources. Rezoning provides an opportunity to include preservation of natural hillsides and washes as a condition of approval based on the policies and standards set forth. Well-defined criteria and standards can provide a key basis in the consideration of rezoning proposals.

General Development Regulations. Design based standards, such as cut and fill standards, could apply generally to all development sites, including existing sites. Some standards may be limited to new development proposals. Clear guidelines and criteria would have to be established so that everyone would know what to expect at the earliest stage of the development review process.

SUMMARY OF PROCEDURES

Slopes Measured as Percent of Grade. Typically hillside or slope ordinances use twenty percent (20%) as a starting point for applying standards but some cities indicate 15% as the baseline for applying hillside regulations. A 20% slope is calculated where there is a vertical rise of 20 feet with a horizontal run of 100 feet.

Topographic Survey. Slope calculations typically begin with an accurate topographic survey of the site depicting the common elevation points as contour lines on a map. The contour lines need to be provided at a scale sufficient to make an accurate calculation. Topographic maps are provided by the applicant. This usually involves hiring a land surveyor to create an accurate survey map. Yavapai County has 20-foot contour lines mapped through their GIS system but this is not accurate enough to provide slope information for individual development properties.

Slope Calculation Methods. Natural hillsides do not generally follow straight lines. They fold and fall in various directions. It is necessary to provide a method for calculating the prevailing grade of the hillside over a certain minimum area so as to be able to map such general hillside slope areas in an understandable and fair manner. The two standard methods for calculating slope areas are the graphic method, which involves directly measuring a run across the contour lines on the topographic map, and the computer modeling method, which uses computer programs to provide slope calculations from an electronic version of the topographic map.

Presentation. The traditional topographic survey map for site development is presented as a plan view drawing with the contour lines typically shown in increments of 2 feet or 5 feet for very steep slopes. New computer programs used by many professional surveyors and engineers allow the digital information to be transformed into a three dimensional rendering that can be seen from different perspectives.

Slope-Based Regulations. Hillside regulations can include a tiered or stepped approach where progressively steeper slopes are subject to different standards so as to achieve the desired results. Issues addressed by this approach may include: maximum area of disturbance, maximum lot coverage and/or residential density.

Example: 0%-20%, >20%-30%, >30%-40%, >40%

Maximum Disturbance Area. A maximum disturbance area can be identified for the properties identified as hillside development areas. Standards can be adjusted for different slope categories, larger or smaller properties, different uses or sites with multiple uses. A development site may have several sub-areas identified with different slope calculations. For larger development sites each sub-area can be looked at separately or there can be a method to calculate the overall maximum disturbance area for an entire development property. The regulation can be created to allow the slope preservation requirement to be transferred to another area of the site which can allow flexibility while still achieving overall benefits. Exceptions to the hillside preservation formula should be provided for existing or previously disturbed areas. Maximum disturbance area provides a standard method or formula to preserve steeper slopes on properties.

Residential Density (new Subdivisions). Hillside development standards for new subdivisions can include formulas to tie the number of residential units to the steepness of a sloped area. Typically this is done as a percentage of the underlying zoning district standards. For example:

R-1 Zone homes on slopes greater than 25% could have a 0.5 density calculation, which would require a minimum 15,000 square foot lot size for new lot development.

R-1 development on slopes greater than 35%, for example, could limit density to 0.25 of underlying zoning, which would then require a 30,000 square foot minimum lot size.

Density Bonus or Transfer (through PAD Zoning and Subdivision platting) If the number of units is reduced on steep hillsides, a method can also be defined to allow the transfer of development rights to some other less steep part of a property. The practical result of such procedures could be to require larger lots for detached single-family residential on steep hillsides but allow townhouses, apartments or smaller lot clustered development on some other portion of a development site. This method could guide a rezoning proposal through the PAD zoning process and it could be used for design of subdivisions on properties with steep slopes. A Bonus method would allow proportionately more units for clustered development than for single-unit detached residential.

ORDINANCE NUMBER 593

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, AMENDING ARTICLE III, PROCEDURES, OF THE COTTONWOOD ZONING ORDINANCE BY ADDING A NEW SECTION 309. HILLSIDE DEVELOPMENT STANDARDS.

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

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

Section 1. That Article III - Procedures, of the Cottonwood Zoning Ordinance is hereby amended by adding a new Section 309, Hillside Development Standards, which was made a public record by Resolution 2676.

Section 2. That if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be unlawful, invalid or unenforceable by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA, THIS ____ DAY OF JANUARY 2013.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq., City Attorney

Marianne Jiménez, City Clerk

CLAIMS REPORT OF DECEMBER 18, 2012

FUND TOTAL	VENDOR NAME	DESCRIPTION	TOTAL \$0.00
CLAIMS EXCEPTIONS REPORT OF DECEMBER 18, 2012			
FUND	VENDOR NAME	DESCRIPTION	TOTAL
All	City of Cottonwood	Payroll 12/07/2012	\$708,066.85
All	APS	Utilities	\$31,416.08
Gen	AZ State Treasurer	November Court Fines	\$16,728.69
Utilities Hurf	Blucor Contracting	PO 19119 Mingus Ave	\$183,137.64
Utilities	Envirogen Technologies	PO 19153 Arsenic Maintenance	\$34,712.16
Utilities	Ferguson Waterworks Inc	Supplies	\$18,398.59
Gen	Joseph G Bock	Appraisal PO 19207	\$7,200.00
Capital	Kinney Construction	PO 19216 Old Town Parking Lots	\$8,513.68
Utilities	Rain for Rent	PO 19212, PO 19185 Equipment rental	\$14,801.16
All	Reese & Sons Tire	Vehicle Maintenance	\$6,430.44
Gen	Sedona Fire District	Dispatching PO 19154, Monthly Radio	\$9,459.23
Gen	The Picture Window	PO 19171 Tile at Rec Center	\$8,697.58
Gen	The Van Wyck Law Firm	Prosecuting Atty fees	\$7,000.00
All	UNS Gas Inc	Utilities	\$7,210.71
All	APS	Utilities	\$36,861.11
Gen	Heinfeld, Meech & Co PC	Audit FY 2012	\$8,698.80
Capital	IXP Corporation	PO 19196 Communications Center	\$7,830.00
Airport	Mercfuel, Inc	PO 19221 Fuel	\$34,302.37
Gen	Mobile Concepts Technology	Po 19200 Network Infrastructure	\$3,231.63
Hurf	Pender Engineering	PO 18573 12th Street	\$6,630.00
All	United Fuel	Fuel	\$11,606.92
Utilities	Wood Patel & Associates, Inc	PO 19219 Engineering Services, PO 19163 RFWF Professional services	\$9,111.79
TOTAL			\$1,180,045.43