A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD FEBRUARY 7, 2012, AT 6:00 P.M., AT THE CITY COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER--THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.

V. CALL TO THE PUBLIC--This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02.H.) Comments are limited to a 5 minute time period.

VI. PRESENTATION OF PLAQUE OF APPRECIATION TO FORMER LIBRARY BOARD MEMBER SUSAN HAWLEY.

VII. PRESENTATION OF THE EMPLOYEE OF THE QUARTER AWARD—KIRSTEN LENNON.

VIII. APPROVAL OF MINUTES—Regular Meeting of 1/17/12.

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

IX. OLD BUSINESS—None.

X. CONSENT AGENDA-- The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

1. APPROVAL OF AN ARIZONA DEPARTMENT OF HOMELAND SECURITY GRANT NUMBER 777516-01, FOR THE PURCHASE OF MOBILE AND PORTABLE RADIO EQUIPMENT FOR THE COTTONWOOD POLICE DEPARTMENT AND AUTHORIZATION FOR THE POLICE CHIEF TO SIGN THE GRANT AGREEMENT.

2. REQUEST FOR A TEMPORARY EXTENSION OF PREMISES LIQUOR LICENSE APPLICATION SUBMITTED BY LORI J. MABERY FOR THE BLAZIN' M RANCH FOR AN EVENT SCHEDULED FOR MAY 11, 2012.

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

1. RESOLUTION NUMBER 2630--APPOINTING C. KENNETH RAY II TO A TWO-YEAR TERM AS AN ASSOCIATE MAGISTRATE FOR THE MUNICIPAL COURT.

2. RESOLUTION NUMBER 2631 & RESOLUTION NUMBER 2632--APPOINTING MEMBERS TO THE JUDICIAL REVIEW AND APPOINTMENT ADVISORY BOARD.

3. CONSIDERATION OF AN OFF-TRACK PARI-MUTUEL WAGERING LICENSE FOR TURF PARADISE AT STROMBOLLI'S RESTAURANT LOCATED AT 321 SOUTH MAIN STREET.

4. RESOLUTION NUMBER 2633--APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SEDONA FOR MANAGEMENT AND OPERATION OF THE VERDE LYNX SYSTEM.

5. RESOLUTION NUMBER 2634—APPROVING AN INTERGOVERNMENTAL GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, TO REMOVE AND REPLACE THE ROTATING BEACON AND WIND CONE AT THE COTTONWOOD AIRPORT.

6. SUPPORT OF EMBRY-RIDDLE AERONAUTICAL UNIVERSITY'S FLIGHT TEAM TRAINING AT THE COTTONWOOD AIRPORT.

7. ACCEPTANCE OF EASEMENTS AND RIGHT-OF-WAY AS DEDICATED BY ED URQUIJO AND SUZANNE R. SALEM FOR THE WEST MINGUS AVENUE RECONSTRUCTION PROJECT.

8. ORDINANCE NUMBER 584--APPROVING AN AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY BETWEEN THE CITY AND ANTHONY M. LOZANO, TONI G. LOZANO, EDWARD M. LOZANO AND ELEANOR LOZANO, FOR THE WEST MINGUS AVENUE RECONSTRUCTION PROJECT; FIRST READING.

XII. CLAIMS & ADJUSTMENTS

XIII. ANNUAL REVIEW OF THE CITY MANAGER—PURSUANT TO A.R.S. §38-431.03.(A)(1) DISCUSSION OR CONSIDERATION OF EMPLOYMENT, ASSIGNMENT, APPOINTMENT, PROMOTION, DEMOTION, DISMISSAL, SALARIES, DISCIPLINING OR RESIGNATION OF A PUBLIC OFFICER, APPOINTEE OR EMPLOYEE OF ANY PUBLIC BODY, EXCEPT THAT, WITH THE EXCEPTION OF SALARY DISCUSSIONS, AN OFFICER, APPOINTEE OR EMPLOYEE MAY DEMAND THAT THE DISCUSSION OR CONSIDERATION OCCUR AT A PUBLIC MEETING; THE COUNCIL MAY VOTE TO CONVENE INTO EXECUTIVE SESSION SUBJECT TO THE CITY MANAGER'S RIGHT TO COMPEL THE COUNCIL TO DISCUSS THIS MATTER IN OPEN MEETING.

XIV. ADJOURNMENT

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

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

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

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

MEMORANDUM

DATE: January 6, 2012

TO: Honorable Mayor & City Council

THRU: Doug Bartosh, City Manager

FROM: Iris Dobler, Human Resources Manager

SUBJECT: 2011 4th Quarter Employee Award Winner – Kirsten Lennon

The Personnel Board reviewed the following nominations:

- **Chad Sinn, Police Dept. – nominated by Gareth Braxton-Johnson, Jeremy Daniels and Cody Savage**
- **Kirsten Lennon, Finance Dept. – nominated by Brent Kinney and Rudy Rodriguez**
- **Kyle Smith, Library – nominated by Susan Mead**

From the three employees nominated this quarter, Kirsten Lennon was selected the winner.

Kirsten was nominated separately by Brent Kinney and Rudy Rodriguez for multiple reasons including:

- **Successfully and seamlessly handling the City's transition from JP Morgan Chase Bank (JPM) to Wells Fargo Bank.**

  While handling the bank transition, she managed the changeover of 3 checking accounts, 9 savings accounts, 4 investment accounts and 6 card readers. She also tied Wells Fargo to all employees who have payroll direct deposit, and made necessary changes to ensure that all ACH payments from various agencies, federal and state were delivered to the correct bank account at Wells Fargo. Our auditors recently performed the audit for FY 2011, and were pleased with the work Kirsten did with all the record keeping of both banks during the transition.

  Banking changes within municipalities are a rare occurrence due to the difficulty of the transition and proper record keeping. The smooth changeover kept costs down and will save the City money in the long run through lower charges provided by Wells Fargo.

- **In addition to her regular duties, she covers work loads when members of her department are on vacation, she often posts items to the website when Brent Kinney is unavailable to do so, and she keeps an amazing attitude while doing it all – she's able to handle the stress of two or more jobs on a short-term basis. (At the same time, she was taking college classes and just completed her Bachelor's Degree!)**

For these reasons, the Board selected Kirsten Lennon winner of the Employee of the Quarter Award. I request Kirsten receive the Employee of the 4th Quarter Award of 2011.

Attachment: Nomination Submission

City of Cottonwood, Arizona
City Council Agenda Communication

Meeting Date:	February 7, 2012
Subject:	**Arizona Department of Homeland Security, SHSGP – Mobile and Portable Radio Equipment Grant-Reallocation**
Department:	Police Department
From:	Chief Jody Fanning

REQUESTED ACTION

Acceptance of AZ Department of Homeland Security Grant number 777516-01 award of $8,000.00 for the purchase of Mobile and Portable Radio Equipment.

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

"I move to approve Arizona Department of Homeland Security, SHSGP Grant number 777516-01, for the purchase of Mobile and Portable Radio Equipment and authorize the Police Chief to sign the grant agreement."

BACKGROUND

The Arizona Department of Homeland Security has consistently provided the City of Cottonwood Police Department with grant opportunities, providing funding of thousands of dollars since 2005. This funding will replace outdated equipment. The new equipment will complete the transition of Mobile and Portable radios under the F.C.C. 2013 narrowband requirement. This new equipment will also have P25 compliant software as mandated by AZ Department Homeland Security. P25 compliance is a programming standard of software that enables responders to exchange information regardless of the type or manufacturer of radio.

JUSTIFICATION/BENEFITS/ISSUES

This grant consists of funds that have been reallocated from the 2010 Homeland Security Grant Program that were not spent. The $8000.00 will purchase five (5) Portable radios with P25 software. This funding will replace all outdated Mobile and Portable equipment completing the transition to meet the F.C.C. 2013 Narrowband requirement. The purchased radios will have P25 compatible software ensuring communications compatibility with other agencies locally and nationally.

COST/FUNDING SOURCE

$8,000.00 from Homeland Security to purchase five (5) portable Motorola Radios.

The Department would be responsible for the expense of purchasing the chargers, earpieces and microphones at a cost of approximately $2,006.76. This funding would come from the Police Department RICO account.

REVIEWED BY:

City Manager: _____ City Attorney: _____

ATTACHMENTS

2010 Homeland Security Grant award documentation and Sub-Grantee Agreement

This form is to be signed and returned.

Grant #: **777516-01** Sub-Recipient: **Cottonwood Police Department**

Project Title: **Interoperable Portable Radio Communication**
Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

1. Unit of Government: **Cottonwood Police Department**
   Point of Contact: **Commander Jody Makuch**

Sub-recipient Address:
Street: **199 South 6 Street**
City/State/Zip: **Cottonwood, AZ 86326**

1a. Agency's Authorized Individual: **Chief Jody Fanning**
Authorized individual has delegated authority to make application on behalf of the agency.
Phone#: **928-634-4246**
FAX #:
E-mail Address: **jfanning@cottonwoodaz.gov**

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **West Region**

4. Initiative Title: **Strengthen Interoperable Communications Capabilities**

5. Project Title: **Interoperable Portable Radio Communication**

6. Total Dollar Amount Requested: **$8,000** Total Dollar Amount Awarded: **$8,000**

7. State Homeland Security Strategy Objective Title and Action Item(s) (ex 8.1):
1.1.0, 1.1.1

8. Can partial funding be accepted? If so, at what amount(s)? If not, why? Please explain.
Yes partial funding can be accepted. The portable radios are broken into $1,600 increments, which would be acceptable. There is no order of priority.

9. Please list the multiple jurisdictions served by this project.
0

10. If this is a multi-disciplinary project, please list the disciplines served (e.g., law enforcement, fire service, public health, etc).

11. Does this project require an environmental review (includes any ground disturbance or activity on 50 year old buildings)? (Yes or No)
No

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines.

Project Point of Contact	Commander Jody Makuch		
	Print Name	Signature	Date
Strategic Planner or Assistant Director Planning &Preparedness	John Coughlin		
	Print Name	Signature	Date

This form is to be signed and returned.

STATE OF ARIZONA

Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM

PROJECT DETAIL WORKBOOK

Cottonwood Police Department 777516-01

Application Summary

Award Funded As Follows:

	Requested Amounts	*Recommended Amounts*	*Awarded Amounts*
Equipment	$8,000.00	$8,000.00	$8,000.00
Training	$0.00	$0.00	$0.00
Exercise	$0.00	$0.00	$0.00
Planning	$0.00	$0.00	$0.00
M & A	$0.00	$0.00	$0.00
Organization	$0.00	$0.00	$0.00
Award Totals	$8,000.00	$8,000.00	$8,000.00

STATE OF ARIZONA

Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM

PROJECT DETAIL WORKBOOK

Cottonwood Police Department 777516-01

Equipment - Budget Narrative

Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.

SHSS Objective Action Item(s):	None Entered
Initiative Title:	Strengthen Interoperable Communications Capabilities
Equipment Category:	0
Brief Description and Utilization:	Interoperable portable radios used to communcate under narrowband with P25 compliant software, which will be used in all responses provided by the Police Department and Regional SWAT team.

AEL #	*Item Description*	*Quantity*	*Cost*	*Total Cost*	*AZDOHS Approved*	*Approved Quantity*	*Approved Cost*
06CP-01-PORT	**Motorola XTS2500 Portable Radio, w/ P25 software**	5	$1,600.00	$8,000.00	John Coughlin	5	$8,000.00

Totals For Cottonwood Police Department Contract Number 777516-01 *Requested* $8,000.00 *Approved* $8,000.00

State of Arizona
Department of Homeland Security

Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2011

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project required an Environmental and Historic Preservation review. It has been reviewed and your project has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

> The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources arc discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

SUBGRANTEE AGREEMENT- REALLOCATION

10-AZDOHS-HSGP-__777516-01__

Enter Grant Agreement Number above (e.g., 888xxx-xx)

Between

The Arizona Department of Homeland Security
And

Cottonwood Police Department
Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Cottonwood Police Department
Enter the Name of the Subrecipient Agency Above
(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **January 1, 2012** and shall terminate on **December 31, 2012**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled
" **Interoperable Portable Radio Communication** "
Enter Title of Application
and funded at $ **8,000** (as may have been modified by the award letter).
Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall:

a) Provide up to $ **8,000** to the subrecipient for services provided under Paragraph III. Enter Funded Amount above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.
OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars/a133/a133.html.

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at https://www.rkb.mipt.org/ael.cfm 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST
The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation
The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: http://www.gao.state.gov.

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training
The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every

employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.

b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.

c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.

b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for

administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

c) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form, if applicable.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS

may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, 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, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name above
Cottonwood Police Department
Enter Agency Name above

Enter Street Address

Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Cottonwood Police Department
Enter Agency Name above

Authorized Signature above

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

City of Cottonwood, Arizona
City Council Agenda Communication

Meeting Date:	February 7, 2012
Subject:	Application for Extension of Premises Liquor License Permit for Blazin' M Ranch.
Department:	City Clerk
From:	Marianne Jiménez, City Clerk

REQUESTED ACTION

Council consideration of recommending approval or denial of an application for an Extension of Premises Liquor License permit submitted by Lori J. Mabery for the Blazin' M Ranch located at 1875 Mabery Ranch Road.

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

"I move to recommend approval of the Extension of Premises Liquor License Permit application submitted by Lori J. Mabery for the Blazin' M Ranch located at 1875 Mabery Ranch Road for the date of May 11, 2012."

BACKGROUND

An Extension of Premises Liquor License Permit application was received from Lori J. Mabery, licensee for the Blazin' M Ranch located at 1875 Mabery Ranch Road. The permit is being requested for the date of May 11, 2012.

JUSTIFICATION/BENEFITS/ISSUE

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

REVIEWED BY:

City Manager: _____ City Attorney: _____

ATTACHMENTS

- Copy of the Application for Extension of Premises Permit for Blazin' M Ranch.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

☐ Permanent change of area of service – Give specific purpose of change: _____

☒ Temporary change for date(s) of: MAY 11, 2012

1. Licensee's Name: MABERY (Last), LORI (First), J. (Middle)
2. Mailing Address: P.O. BOX 160 (City), COTTONWOOD (City), AZ (State) 86326 (Zip)
3. Business Name: BLAZIN' M RANCH LICENSE #: 12133477
4. Business Address: 1875 MABERY RANCH RD (City), COTTONWOOD (City), YAVAPAI (COUNTY), AZ (State) 86326 (Zip)
5. Business Phone: (928) 634-9071 Residence Phone: (928) 634-3563
6. Do you understand Arizona Liquor Laws and Regulations? ☒ YES ☐ NO FAX # (928) 634-0627
7. Have you received approved Liquor Law Training? ☐ NO ☒ YES When? JUNE 17, 2011
8. What security precautions will be taken to prevent liquor violations in the extended area? SECURITY PERSONNEL BETWEEN PREMISES.
9. Does this extension bring your premises within 300 feet of a church or school? ☐ YES ☒ NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

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

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

_____ (Authorized Signature) _____ (Title) _____ (Agency)

I, LORI JEAN MABERY (Print full name), being first duly sworn upon oath, hereby depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

x Lori Jean Mabery (Signature of Owner or Agent)

State of Arizona County of Yavapai

SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date 4th (Day) January (Month) 2012 (Year)

OFFICIAL SEAL GAYL E. SWARTZ Notary Public - State of Arizona YAVAPAI COUNTY My Comm. Expires Nov. 8, 2013

My commission expires on: Nov. 8, 2013 Gayl E. Swartz (Signature of NOTARY PUBLIC)

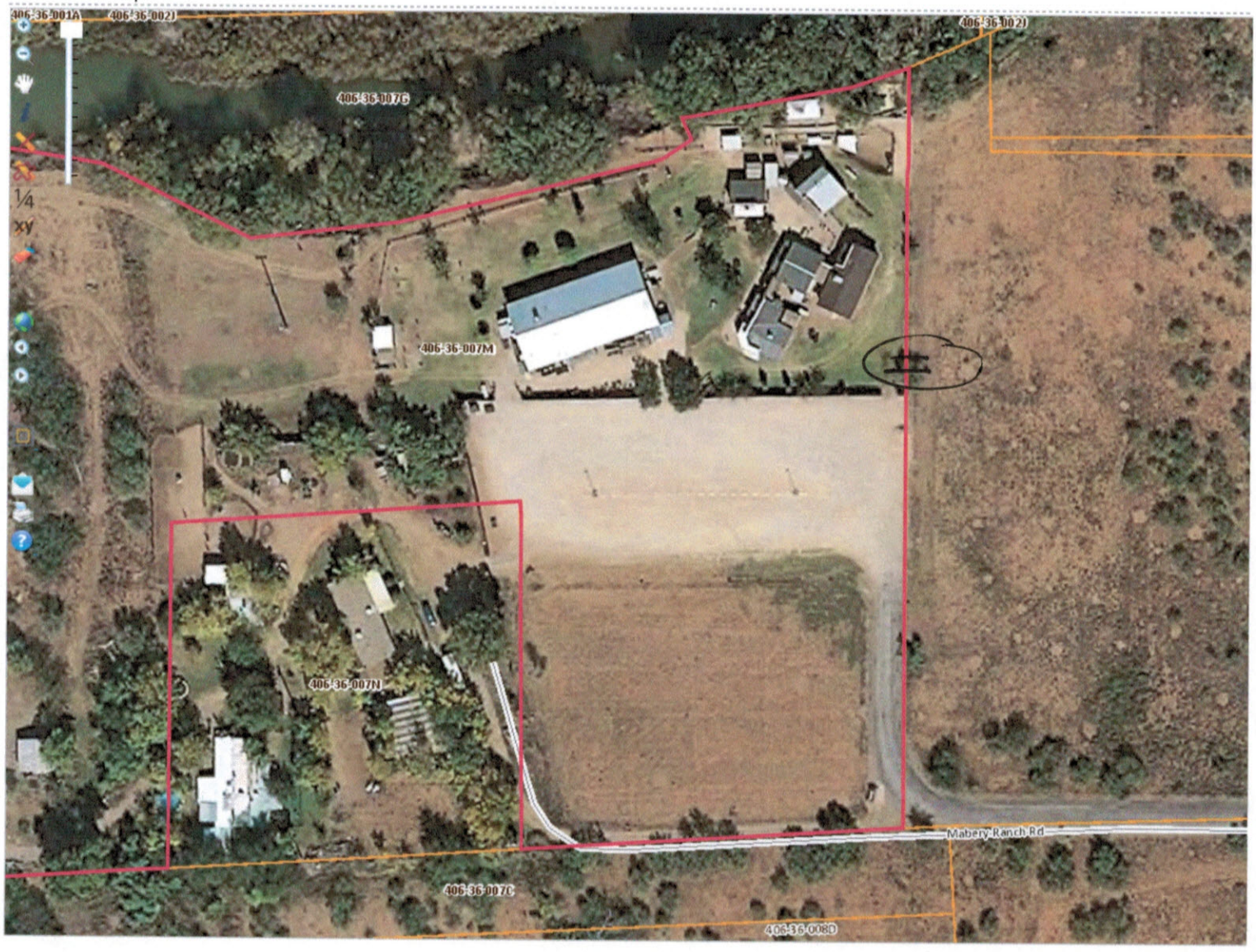
Investigation Recommendation ☐ Approval ☐ Disapproval by: _____ Date: _____

Director Signature required for Disapprovals _____ Date: _____

LIC 0105 05/2009 ***Disabled individuals requiring special accommodation, please call the Department(602) 542-9027.**

YAVAPAI COUNTY GOVERNMENT Arizona

Interactive Map



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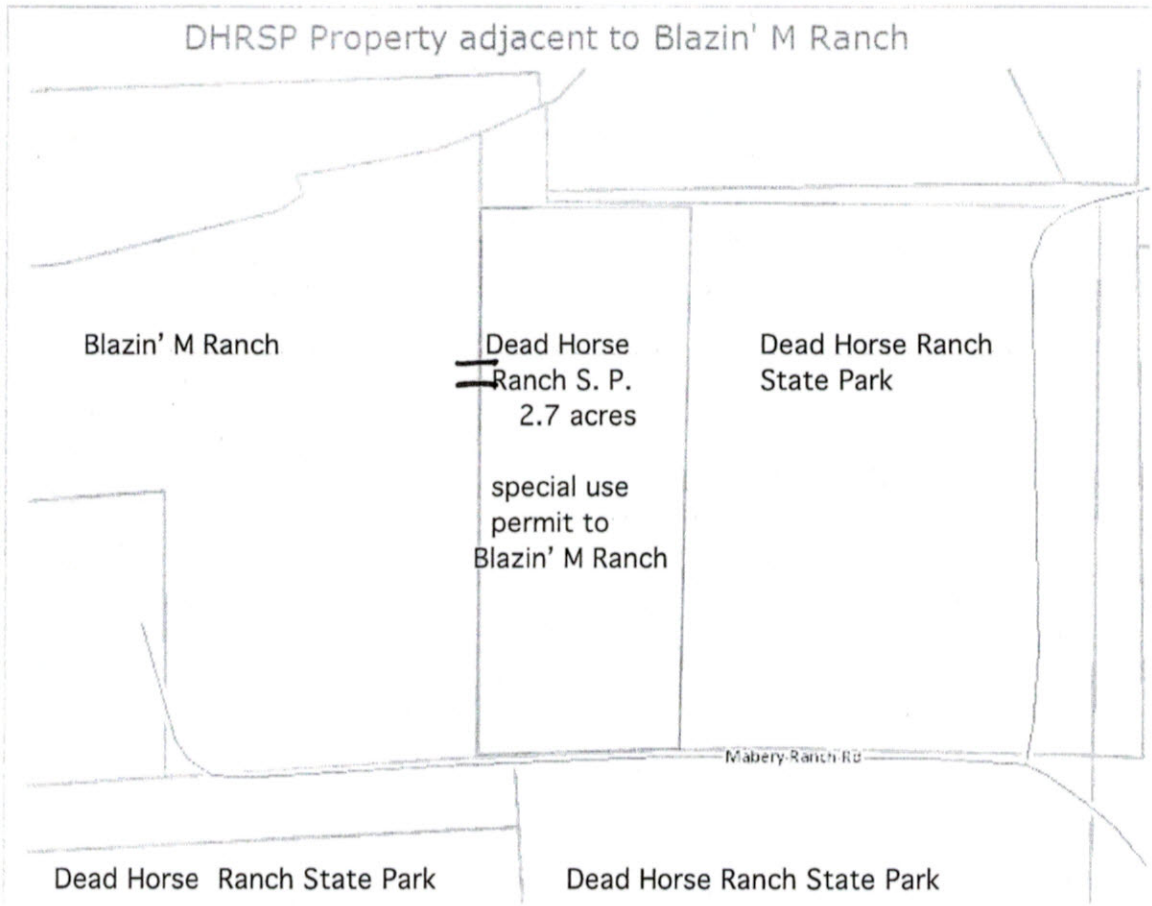
PASS-THROUGH BETWEEN PREMISES WITH SECURITY PERSONNEL



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PASS-THROUGH BETWEEN PREMISES WITH SECURITY PERSONNEL

City of Cottonwood, Arizona
City Council Agenda Communication

Meeting Date:	February 7, 2012
Subject:	**Resolution Number 2630--Re-Appointment of C. Kenneth Ray II as an Associate Magistrate**
Department:	Municipal Court
From:	Hon. A. Douglas LaSota, Presiding Magistrate

REQUESTED ACTION: Re-appoint Hon. C. Kenneth Ray II to a two-year term as an Associate Magistrate.

If the Council desires to approve this item the suggested motion is:
I move to approve Resolution Number 2630 appointing Hon. C. Kenneth Ray II to a two-year term as an Associate Magistrate for the Municipal Court.

BACKGROUND
Currently, the Associate Magistrates are Hon. Paul Julien, Hon. Mary Hamm, Hon. C. Kenneth Ray II and Hon. Janie Randall. Judge Julien is not always available due to his duties with the Judicial College of Arizona and Hon. Janie Randall is unavailable on occasion (training, vacation, etc.). Therefore, there continues to be the occasional need for additional Associate Magistrates (fka Judge Pro Tems) to select from when the Presiding Judge is attending Continuing Judicial Education, is ill or on vacation. Mr. Ray has been an attorney in the State of Arizona for over 25 years and has been an Associate Magistrate in our Court for the past 2 years and has served on occasion when needed. He has emphasized criminal law in his years of practice and has extensive trial experience. He has extensive Judge Pro Tem experience over the last 5 years. He is currently a Judge Pro Tem for the Yavapai County Justice Courts, Prescott City Court, the Yavapai-Prescott Tribal Court, Sedona Magistrate Court and the Chino Valley Municipal Court. Mr. Ray has been a great addition to the Municipal Court as an Associate Magistrate.

JUSTIFICATION/BENEFITS/ISSUES
The Municipal Court needs to have sufficient coverage for the Court in the event the Presiding Magistrate and the current Associate Magistrates (fka Pro Tems) are not available for any reason. Mr. Ray lives in Prescott and has served in the Municipal Court on occasion. Mr. Ray

primarily works as a Judge Pro Tem now, and would be available on most occasions he is needed, especially with advance notice. He is also often available on short notice.

COST/FUNDING SOURCE

Judge Ray will be paid from the Court budget, which has an allotment for Judge Pro Tem (Associate Magistrate) services. He will be paid the standard rate of $50 per hour.

ATTACHMENTS

Resume of C. Kenneth Ray II
Resolution Number 2630

C. KENNETH RAY II, P.C.

Attorney
P.O. Box 2521
Prescott, Arizona 86302
928-717-9352
Fax: 928-441-1653
ckrpc@aol.com

Curriculum Vitae

Personal Information

Date of Birth:
Marital Status: Married 27 years on April 13, 2012 (Kathaleen Ray)

Education

Yorkwood High School
Monmouth, Illinois
Diploma (1971)

Western Illinois University
Macomb, Illinois
1971-1973

University of Arizona
Tucson, Arizona
1973-1975, 1980
B.A. (1981)

California Western School of Law
San Diego, California
J.D. (1983)

Employment

McDonough District Hospital
Macomb, Illinois
Orderly and Emergency Medical Technician
1971-1973

Galesburg Cottage Hospital
Galesburg, Illinois
Surgeon's Assistant
1972, 1973 (summer position)

St. Joseph's Hospital
Tucson, Arizona
Surgeon's Assistant
1973-1974

Kord's Ambulance Service
Tucson, Arizona
Emergency Medical Technician
1974-1975

Wilson Foods Corporation
Monmouth, Illinois
Laborer
1975-1980

Harborview Medical Center
San Diego, California
Surgeon's Assistant
1980-1983

Law Offices of Frederick Hetter
San Diego, California
Certified Law Clerk
Plaintiff Personal Injury, Criminal Defense and Immigration Law
1982-1984

Law Offices of William Mark Jacobs
Phoenix, Arizona
Plaintiffs Personal Injury Law
1984-1985

C. Kenneth Ray II, P.C.
Attorney at Law
Primarily Criminal Defense
Indigent Defense Contracts (Maricopa County 1985-1993; Yavapai County 1994-2005)
Phoenix, Arizona (1985-1993)
Prescott, Arizona (1993-present)

Judge Pro Tem Positions

Yavapai County Justice Courts
2007-present

Prescott City Court
2007-present

Yavapai-Prescott Tribal Court
2007-present

Sedona Magistrate Court
2007-2011 (resigned)

Chino Valley Municipal Court
2010-present

Licenses and Memberships

Supreme Court of the State of Arizona
1984-present

United States District Court-District of Arizona
1984-present

United States Court of Appeals-Ninth Circuit
1988(?)-present

Arizona Attorneys for Criminal Justice (past member)

National Association of Criminal Defense Attorneys (past member)

Maricopa County Bar Association (past member)

Pro Hac Vice Admissions

United States District Court-Central District of California

United States District Court-New Mexico

United States District Court-Western District of Kentucky

New Mexico District Court-Taos

Circuit Court-Beckam County, Oklahoma

CLE Activities

Past member of Maricopa County Bar CLE Committee

Sponsor of "CLE at Sea" programs (2002-2003; Mexico and Alaska)

Past Recognitions

Who's Who In Arizona

Who's Who In American Law

Who's Who In Emerging American Leaders

Trial and Judicial Experience

I have been sole or lead counsel in over 150 Jury Trials. Of those, two have been civil cases and the remaining were in defense of persons charged with criminal offenses. I have also been counsel in numerous Bench Trials in criminal, domestic relations and civil cases throughout the State of Arizona.

As a Judge Pro Tem in the mentioned Limited Jurisdiction Courts, I have presided over five Jury Trials and numerous Bench Trials, Hearings on Orders of Protection/Injunctions Against Harassment, Forcible Detainers, Civil Contract disputes and Civil Traffic Hearings.

References

Hon. Arthur Markham
Presiding-Limited Jurisdiction Courts for Yavapai County
Prescott, Arizona

Hon. Elizabeth Yancey (retired)
Sedona Magistrate Court
Sedona, Arizona

Hon. Rodger Overholser
Sedona Magistrate Court
Sedona, Arizona

Hon. John Kennedy
Mayer Justice Court
Mayer, Arizona

Hon. Mary Ann Glaab
Yarnell Justice Court
Yarnell, Arizona

Hon. John Walker
Chino Valley Municipal Court
Chino Valley, Arizona

Hon. Mary Hamm
Seligman Justice Court
Seligman, Arizona

Additional references upon request.

RESOLUTION NUMBER 2630

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, RE-APPOINTING C. KENNETH RAY II AS AN ASSOCIATE CITY MAGISTRATE AND ESTABLISHING HIS TERM OF OFFICE.

WHEREAS, the term of C. Kenneth Ray II as an associate magistrate will expire March 3, 2012; and

WHEREAS, the Council finds it is necessary and appropriate to re-appoint Judge Ray to preside over the municipal court in the absence of the presiding magistrate.

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

THAT, in accordance with Section 2.36.010 of the Municipal Code of the City of Cottonwood, Arizona, C. Kenneth Ray II is hereby re-appointed as an associate magistrate for a two-year term beginning March 3, 2012 and ending March 3, 2014.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 7TH DAY OF FEBRUARY 2012.

_____
Diane Joens, Mayor

APPROVED AS TO FORM:

_____
Steven B. Horton, City Attorney

ATTEST:

_____
Marianne Jiménez, City Clerk

City of Cottonwood, Arizona
City Council Agenda Communication

Meeting Date:	February 7, 2012
Subject:	**Resolution Number 2631 and Resolution Number 2632 Appointing Members to the Judicial Review and Appointment Advisory Board**
Department:	Human Resources
From:	Iris Dobler, HR Manager

REQUESTED ACTION

Appointment of two members to the Judicial Review and Appointment Advisory Board, each for a 3-year term. One member shall be from the general public who resides in the City of Cottonwood, and who has distinguished themselves through their public service, impartiality and objectivity. The other member shall be an active member of the Arizona State Bar Association who resides and/or practices in Yavapai County.

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

I move to approve Resolution Number 2631 appointing _____ as a member in the Attorney category of the Judicial Review and Appointment Advisory Board of the City of Cottonwood.

I move to approve Resolution Number 2632 appointing _____ as a General Public member of the Judicial Review and Appointment Advisory Board of the City of Cottonwood.

BACKGROUND

Two applications have been received for the General Public seat -- from Bobbie Gooslin and Melinda Schrambling.

Ms. Gooslin has lived in Cottonwood for 17 years, graduated from MUHS, obtained an Associates degree from Yavapai College, and a BS in Criminal Justice from Old Dominion University. Bobbie has worked in many facets of the medical field, and is presently self-employed as the LLC Owner of Cottonwood Community Garden. She recently received her

1,000 hour volunteer pin, and has volunteered in many ways, including as a victim advocate, on community garden and horticulture development group boards, providing fresh flower arrangements to the Cottonwood Public Library to raffle off, gardening with children as part of the Fit Kids program, and has helped with gardening at DDS, Rusty's Morning Star Ranch and Rainbow Acres.

Melinda Schrambling has resided in the Verde Valley 36 years. She has a B.S. in Sociology, and a Master of Education, Leadership, as well as a Master of Education, Technology degree. Ms. Schrambling has also conducted individual and group family, marriage, parenting, domestic violence and substance abuse counseling. She has worked in real estate, teaching and has also been a business owner. She has personally been involved with growth in the area through her real estate practice. Her volunteer work has included teaching soccer with her husband, helping with school events while their children were in school and working with parents and kids in drug court. Her family was instrumental in the development of the motorcycle park south of town, known as Hayfield Draw.

Virginia Duncan has submitted her application for the Attorney category. She has been a practicing attorney in the Verde Valley for 29 years, and is a solo practitioner recognized by colleagues for inclusion in Super Lawyers of the Southwest (2008 - 2011). She is familiar with qualifications and standards for judicial conduct and performance. She has prior service on the Yavapai County judicial appointment commission and has served as special Master for Yavapai County Superior Court. Virginia holds a Doctor of Jurisprudence and a Masters Degree in Special and Elementary Education. Her community service includes serving on the grant committee of the Yavapai County Community Foundation Board, Board Vice President of the Verde Valley Guidance Clinic, member of the Adult Community Center Board, and serving as the Arizona State Bar probate and Trust CLE coordinator.

JUSTIFICATION/BENEFITS/ISSUES

There are two seats currently available on the Judicial Review and Appointment Advisory Board, one in each the General Public category and the Attorney category. These seats became available when the terms of Robert Oliphant and Justin Vaughn expired on January 22, 2012. Both gentlemen have decided not to seek re-election at this time.

COST/FUNDING SOURCE

N/A

REVIEWED BY:

City Manager: _____ City Attorney: _____

ATTACHMENTS

Applications from Bobbi Gooslin, Melinda Schrambling and Virginia Duncan
Resolution Numbers 2631 & 2632

15-12-11A09:55 RCVD

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

APPLICATION FOR Judicial Review and Appointments Advisory Board
(BOARD/COMMISSION/COMMITTEE)

NAME Gooslin (Last) Bobbie (First) Jo (Middle)

MAILING ADDRESS 329 E. Aspen St. (Route or Box) Cottonwood (City) AZ (State) 86326 (Zip)

STREET ADDRESS 329 E. Aspen St. (Number & Street) Cottonwood (City) AZ (State) 86326 (Zip)

HOME PHONE 928-639-2165 WORK/MESSAGE PHONE 928-821-1595

EMAIL ADDRESS: happybloomers@earthlink.net

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. Arizona State Board of Nursing CNA + CMA Certified Master Gardener

Education 1986 Graduated from Mingus Union High School 1987 Career West College Certified MA
5/2009 Yavapai College Associates in Liberal Arts
5/2011 Old Dominion University BS in Criminal Justice/minor Psychology

Work Experience 1987 to Present in Medical field. Worked in Podiatry, Oncology, Pediatrics, medical Equipment, private Caretaker, and as an Emergency Room Tech.
Presently self employed as LLC Owner of Cottonwood Community Garden. Also Volunteered for County Attorney as a victim Advocate

(Please continue on reverse side)

My desire is to serve my Community with Knowledge + Compassion.

Please describe your qualifications for serving on Board/Commission/Committee: Served on Cottonwood Community Garden and Horticulture Development Group boards. Have worked as a victim advocate and in the process of applying for Volunteering for the Adult + Juvenile Probation Depts. Feb 10th 2012 will be training for individuals coming out of Arizona Dept of Corrections to reenter into society. At the community Garden I have worked with numerous Individuals that needed Community service.

List any community service organizations or projects you have been involved with (include a brief description of activities): member of VVL CLASS VI
Since 2007 a Certified Master Gardner. Just received my 1,000 Volunteer hrs. Speeches education
Since 2002 Volunteer for Cottonwood Public Library by providing Fresh flower arrangments so they can raffle. 2011 Mayors Project with Fit Kids Program gardening with Children
Since 2008 helped Daniel Bright School, Rusty's morning Star Ranch + Rainbow Acres with Gardening

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

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

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

Signature [signature] Date 12/13/2011

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

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

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

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

APPLICATION FOR Judicial Review & Appointment Advisory Board
(BOARD/COMMISSION/COMMITTEE)

NAME Schrambling Imelinda
(Last) (First) (Middle)

MAILING ADDRESS P.O. Box 743 Cottonwood Az 86326
(Route or Box) (City) (State) (Zip)

STREET ADDRESS 1131 Ocotillo Dr. Cottonwood Az 86326
(Number & Street) (City) (State) (Zip)

HOME PHONE 928-203-6258 WORK/MESSAGE PHONE same

EMAIL ADDRESS: imelindaschrambling@gmail.com

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. Real Estate 1976-2011

Education Sm. Ed Leadership - B.S. Sociology

Work Experience Real Estate, Teaching, Business Owner

(Please continue on reverse side)

Application for (Board/Commission/Committee)
Page 2

Please describe your qualifications for serving on Board/Commission/Committee: I have lived in the Verde Valley for 36 years, and personally been involved with its growth through my Real Estate practice. I am also an avid photographer, and documented many of the changes through my photos, and the old timers who I have relationships with, through Business and friendships.

List any community service organizations or projects you have been involved with (include a brief description of activities): My family was instrumental in the development of the Motorcycle park South of Town, known as Hayfield draw. My husband and I taught soccer, and helped with all school events as our children were growing up in Both Cornville + Cottonwood Areas.

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

Does the City of Cottonwood employ any relative of yours? _____ YES ✓ NO "my son now owns the Home he grew up in and has restored it to its orginal Beauty. We Believe in preservation and family Roots."

Are you currently a resident of Cottonwood? If so, how long have you been a resident of the City? Yes - 36 years.

Signature Melinda Schrambling Date 12-2-11

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

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

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

Resume

Melinda Schrambling
P.O. Box 743
Cottonwood, Az 86326
Phone (928) 203-6258
MelindaSchrambling@gmail.com

Education

May, 2002 Bachelor of Science, Sociology

May, 2004 Master of Education, Leadership

May, 2007 Master of Education, Technology

Substitute Teaching
Cottonwood Schools 2002-2008
Mingus Union High School 2008-2011

Certifications
CTE Business and Marketing
CTE Industrial and Emerging Technologies

Pima Community College
2004-2005
Fall/2004
Marriage & Family
Introduction to Sociology

Spring/2005
Introduction to Sociology
Human Sexuality

Summer/2005
Treatment of Substance of Substance Abuser
Substance Abuse Prevention
Introduction to Social Welfare
Political & Legal Aspects of Drug Use

Eastern Arizona College
2005-2006
Fall/2005
Family and Marriage
Gender Identity

Spring/2006
Introduction to Sociology
Social Problems

Coconino Community College
Fall 2006- 2011
Business Ethics
Human Development

Business/Owner
1993-2004
Office/Books/Billing

Real Estate 1976-2011
Contracts/ Financing/Sales

Honors
Graduated with Distinction: Masters in Educational Leadership

Skills

I have worked in business for over 30 years and have a Master's degree in Leadership and in Technology from Northern Arizona University. I have also taught Sociology and Social Service classes in the classroom. In the Community College I used ITV monitoring to three different locations, with classrooms of approximately 100 students, and I am certified to do on-line teaching and instruction. I have worked in the Mental Health field teaching Domestic Violence, Anger Management and Substance abuse classes. I have worked with cultural diverse groups and taught Family and Marriage, Parenting, and Substance Abuse, Cultural diversity, Gender identity, Human sexuality, Business Ethics, and Human Development courses. I focus on motivational encouragement and goal planning techniques in the classroom.

I have conducted individual and group family, marriage, parenting, domestic violence and substance abuse counseling. I have been a substitute teacher for the Cottonwood Schools and I have a passion for seeing students do well in life. I encourage students to take an interest and a passion for what they will do after graduating from high school and college.

I enjoy teaching education classes in the College and encourage entrepreneurial thinking in my classroom. I have a passion for teaching and for mentoring student success in education.

Professional and Community Activities
Working with parents and kids in drug court, and doing volunteer work in the community.

Hobbies
My Hobbies are: Camping, hiking, reading, photography. I have a passion for keeping account of Historical Events both in my family and in my community.

Academic History
Coolidge High School 1966-1970
Yavapai College 1979-1986
Northern Arizona University 1996-2007
Coconino Community College 2009-2011

References

William Wright
Educational Leadership Chair
Northern Arizona University
College of Education
P.O. Box 5774
Flagstaff, Az 86001
Phone (928) 523-5098
e-mail: bill.wright@nau.edu

Joe Martin
Associate Professor
Northern Arizona University
College of Education
P.O. Box 5774
Flagstaff, Az 86011
Phone (928) 523-5933
e-mail: joseph.martin@nau.edu

Jim Johnson
Dean of Instruction
Pima Community College
Community Campus
401 North Bonita Ave.
Tucson, Az 85709-5045
Phone (520) 206-3996
e-mail: jejohnson@pima.edu

Paul Holbrook
Business Department Chair
Coconino Community College
2700 Lone Tree Dr.
Flagstaff, AZ 86001
Phone (928-226-4248)
Paul.Holbrook@coconino.edu

CITY OF COTTONWOOD
816 NORTH MAIN STREET
COTTONWOOD, AZ 86326
Phone (928) 340-2713
Fax (928) 634-3727
Revised January 11, 2010

APPLICATION FOR Judicial Review and Appintment Advisory Board
(BOARD/COMMISSION/COMMITTEE)

NAME Duncan (Last) Virginia (First) I. (Middle)

MAILING ADDRESS P.O. Box 3819 (Route or Box) Cottonwood (City) Arizona (State) 86326 (Zip)

STREET ADDRESS 657 East Cottonwood Street, Suite 11b (Number & Street) Cottonwood (City) Arizona (State) 86326 (Zip)

HOME PHONE (928) 649-9531 WORK/MESSAGE PHONE (928) 282-4117

EMAIL ADDRESS: Virginia.duncan@azbar.org

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. Arizona licensed attorney since 1983, Arizona Bar Association, Yavapai County Bar Association, Phi Delta Phi Legal Fraternity, national Association of Professional Women, Cottonwood, Chamber of Commerce, Sedona Chamber of Commerce, specialized certification license in estate and trust law

Education: Doctor of Jurisprudence (University of Arizona), Master Degree –Special and Elementary Education (Northern Arizona University)

Work Experience Private practice in the Verde Valley since 1983;Certified Specialist by Board of Legal Specialization of Arizona State Bar in Estate and Trust Law; currently a solo practitioner recently recognized by colleagues for inclusion in Super Lawyers of the Southwest (2008-2011). Served two terms on executive council for Probate and Trust section of the Arizona State Bar. Currently serving third term on the advisory council for Arizona State Bar Board of Legal Specialization which conducts the peer review and substantive examination for attorneys seeking to be certified as legal specialists in estate and trust law.

Application for (Board/Commission/Committee)
Page 2

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

Attorney practicing in Verde Valley for 29 years. Familiar with qualifications and standards for judicial conduct and performance. Have practical and academic experience. Served as special Master for Yavapai County Superior Court. Prior service on Yavapai County judicial appointment commission. Rated A in Martindal Hubbel peer review ratings system.

List any community service organizations or projects you have been involved with (include a brief description of activities):
Yavapai County Community Foundation Board-served on grant committee (2 times)

Verde Valley Guidance Clinic –Board Vice President (1980's)

Adult Community Center Board (1990's)

Arizona State Bar Probate and Trust CLE coordinator

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

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

Are you currently a resident of Cottonwood? **Yes** If so, how long have you been a resident of the City? 11 years

Signature Virginia L Duncan Date 12/23/2011

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

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

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

RESOLUTION NUMBER 2631

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING _____ A MEMBER OF THE CITY'S JUDICIAL REVIEW AND APPOINTMENTS ADVISORY BOARD.

WHEREAS, the City Council created the Judicial Review and Appointments Advisory Board to recommend to the City Council the best qualified persons to become full-time or part-time city magistrates, including the city magistrate as provided for in Cottonwood City Code Section 2.36, and to evaluate the performance of incumbent full-time or part-time city magistrates, and to advise the city council about retaining them for office; and

WHEREAS, the Judicial Review and Appointments Advisory Board shall be composed of seven (7) persons, as follows:

1) The presiding judge of the Arizona Superior Court for Yavapai County, or designee; and

2) Three (3) active members of the Arizona State Bar Association who reside and/or practice in Yavapai County; and

3) Three (3) members from the general public who reside in the City of Cottonwood and who have distinguished themselves through their public service, impartiality and objectivity, and who will be appointed by the City Council through an application process; and

WHEREAS, the term of Justin Vaughn as member of the Judicial Review and Appointments Advisory Board, representing an active member of the Arizona State Bar Association expired January 22, 2012, and it therefore is necessary to fill said vacancy on the board.

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

THAT, _____ is hereby appointed a member of the Judicial Review and Appointments Advisory Board, as an active member of the Arizona State Bar Association who resides and/or practices law in Yavapai County, for a three-year term commencing February 8, 2012 and ending February 8, 2015.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 7TH DAY OF FEBRUARY 2012.

_____
Diane Joens, Mayor

ATTEST:

_____
Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

_____
Steven B. Horton, Esq.
City Attorney

RESOLUTION NUMBER 2632

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING _____ A MEMBER OF THE JUDICIAL REVIEW AND APPOINTMENTS ADVISORY BOARD.

WHEREAS, the City Council created the Judicial Review and Appointments Advisory Board to recommend to the City Council the best qualified persons to become full-time or part-time city magistrates, including the city magistrate as provided for in Cottonwood City Code Section 2.36, and to evaluate the performance of incumbent full-time or part-time city magistrates, and to advise the city council about retaining them for office; and

WHEREAS, the Judicial Review and Appointments Advisory Board shall be composed of seven (7) persons, as follows:

1) The presiding judge of the Arizona Superior Court for Yavapai County, or designee; and

2) Three (3) active members of the Arizona State Bar Association who reside and/or practice in Yavapai County; and

3) Three (3) members from the general public who reside in the City of Cottonwood and who have distinguished themselves through their public service, impartiality and objectivity, and who will be appointed by the City Council through an application process; and

WHEREAS, the term of Robert Oliphant as member of the Judicial Review and Appointments Advisory Board, representing a member of the general public who resides within the City of Cottonwood expired January 22, 2012, and it therefore is necessary to fill said vacancy on the board.

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

THAT, _____ is hereby appointed a member of the Judicial Review and Appointments Advisory Board, as a member of the general public who resides within the City of Cottonwood, for a term commencing February 8, 2012 and ending February 8, 2015.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 7TH DAY OF FEBRUARY 2012.

_____
Diane Joens, Mayor

ATTEST:

_____
Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

_____
Steven B. Horton, Esq.
City Attorney

City of Cottonwood, Arizona
City Council Agenda Communication

Meeting Date:	February 7, 2012
Subject:	**Request for an Off-Track Parimutuel Wagering License for Strombolli's Restaurant.**
Department:	City Clerk
From:	Marianne Jiménez, City Clerk

REQUESTED ACTION

Council consideration of an off-track pari-mutuel wagering license for Turf Paradise at Strombolli's Restaurant located at 321 South Main Street.

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

"I move to recommend approval of an off-track pari-mutuel wagering license for Turf Paradise at Strombolli's Restaurant located at 321 South Main Street."

BACKGROUND

David Johnson, the Vice President and Assistant General Manager, acting as Agent for Strombolli's Restaurant, has sent a letter requesting approval from the City Council, as required by the Arizona Department of Racing, for Turf Paradise to operate an off-track pari-mutuel wagering site at Strombolli's Restaurant.

In the past, the City Council has approved off-site pari-mutuel wagering locations for Zoomer's Sports Bar & Grill, Cottonwood Lanes, and at the restaurant located in the Quality Inn.

COST/FUNDING SOURCE

N/A

REVIEWED BY

City Manager: _____ City Attorney: _____

ATTACHMENTS

- Letter from Turf Paradise
- Teletrack Wagering Permit for TP Racing, L.L.I.P.

Turf Paradise

January 11, 2012

Marianne Jimenez
City Clerk
City of Cottonwood
824 N. Main Street
Cottonwood, AZ. 86326

Dear Marianne,

Turf Paradise is hereby requesting an Off-track Parimutuel Wagering license for Strombolli's Restaurant, located at 321 S. Main Street, Cottonwood, Arizona. The Arizona Department of Racing requires that in order to open this facility as an Off-track Parimutuel Wagering site, Turf Paradise and Strombolli's Restaurant must first obtain approval from the local governing authority or in this case the Cottonwood City Council. The term of the permit issued by the Arizona Department of Racing for Turf Paradise to Operate Additional Wagering Facilities is from September 9, 2009 through May 31, 2012. Therefore, we ask that the term of the license for Strombolli's Restaurant be valid until that date. I am including a copy of the Permit to Operate Additional Wagering Facilities for your records.

Applicant: **David Johnson, Agent**
Strombolli's Restaurant
321 S. Main Street
Cottonwood, AZ. 86326

Thank you for your attention to this matter. If you have any questions or concerns please contact me at (602) 375-6431.

David Johnson
Vice President

Turf Paradise

1501 W. Bell Rd. • Phoenix, Arizona 85023 • 602-942-1101 • Fax 602-942-8659

TELETRACK WAGERING PERMIT

STATE OF ARIZONA TO:

TP RACING, L.L.L.P.
2009-2010, 2010-2011 & 2011-2012
TURF PARADISE RACE COURSE
EUGENE T. JOYCE, GENERAL MANAGER

By virtue of the authority vested in the Arizona Racing Commission (Commission) pursuant to the provisions of Arizona Revised Statutes Title 5, Chapter 1, the Commission has considered and approved your application for a Teletrack Wagering Permit and Plan of Operation to conduct teletrack wagering concurrently with the Turf Paradise racing program. The Permittee shall conduct the teletrack wagering operation pursuant to Racing Commission Rules, Title 4, Teletracking, as they now exist or hereafter may be adopted or amended, and only according to the provisions of the Commission-approved Plan of Operation. Any change to the Plan of Operation will be allowed only when approved in writing by the Director of the Arizona Department of Racing (Department). This permit shall remain in effect for the 2009-2010, 2010-2011 & 2011-2012 racing seasons as set forth in the three-year commercial racing permit issued TP Racing, L.L.L.P.

Teletracking is to be conducted under the following terms and conditions:

1. In all aspects, teletracking shall be conducted in accordance with the laws of the State of Arizona and the rules of the Commission as they now exist or hereafter may be amended or adopted and any directive or policy issued by the Commission or the Director of the Department.

2. A separate application and plan of operation must be submitted for each facility in accordance with the Laws of the State of Arizona, and the Rules of the Commission.

3. Number of races to be conducted daily shall be those races on the daily program of Turf Paradise that have been approved by the Commission and those out-of-state simulcasts that have been approved by the Director of the Department.

4. The Permittee or additional facility operator shall maintain order and prevent bookmaking and other forms of illegal gambling from occurring on the premises. A Permittee shall not knowingly permit a person excluded from the track, either by the Permittee's own action or by order of the Department or Commission, to patronize the pari-mutuel system of wagering through an additional wagering facility. The Department shall give the Permittee a reasonable period of time, after direct notice, to remedy an alleged violation.

5. The mutuel department shall be under the supervision of the State Mutuel Supervisor, Auditor, Investigator, or other official designated by the Director.

6. It shall be the responsibility of the Permittee to provide the Department with copies of the insurance carried on the additional wagering facilities.

7. The insurance, deposit and performance bond under the permit issued to TP Racing, L.L.L.P. for racing at Turf Paradise are part of this permit.

8. The Permittee must provide a system capable of ensuring that money wagered on a particular race is included in the pari-mutuel pool of the racetrack conducting the race.

9. The Permittee must provide a system capable of ensuring those pari-mutuel machines at each additional facility lock upon the ringing of the off-bell or upon the closing of wagering for any reason.

Approved: December 9, 2009

WITNESS THE ARIZONA RACING COMMISSION at Phoenix, Arizona, this 21st day of December, 2009.

BY ORDER OF THE COMMISSION
ARIZONA DEPARTMENT OF RACING

LUIS A. MARQUEZ, CPM, ACTING DIRECTOR

ACCEPTANCE

The foregoing permit is accepted as written and we further agree to abide by the terms and conditions contained herein.

TP RACING, L.L.L.P.

EUGENE T. JOYCE, GENERAL MANAGER

City of Cottonwood, Arizona
City Council Agenda Communication

Meeting Date:	February 7, 2012
Subject:	**Resolution No. 2633 – Approving an Intergovernmental Agreement with the City of Sedona for Management and Operation of the Verde Lynx System**
Department:	Community Services City Attorney
From:	Steve Horton, City Attorney

REQUESTED ACTION

Approval of an Intergovernmental Agreement with the City of Sedona for Cottonwood's management and operation of the Verde Lynx intercity public transportation system.

SUGGESTED MOTION:

"I move to approve Resolution Number 2633, approving an Intergovernmental Agreement with the City of Sedona for Cottonwood's management and operation of the Verde Lynx system."

BACKGROUND

As part of the re-integration of the CAT system back into the City's management structure, the managers, staff and attorneys from Cottonwood and Sedona have conferred for the purpose of providing for Cottonwood's management and operation of the Verde Lynx system as part of its overall operation of the CAT system. These discussions have taken place over a period of months, and were an integral part of the initial decision-making process that preceded the Council's recent decision (and a similar decision by the Sedona City Council) to withdraw from NAIPTA and bring Cottonwood's public transportation system back "in-house."

JUSTIFICATION/BENEFIT/ISSUES

Cottonwood has or will soon have all of the necessary management and line personnel and other resources to operate both CAT and the Verde Lynx system efficiently and effectively, including the ability and authority to seek state, federal and other outside funds on Sedona's behalf. And by bringing the Verde Lynx under Cottonwood's management umbrella, both communities should benefit from the additional efficiencies and economies of scale that are associated with running a larger system, which should result in greater efficiency and lower costs for both communities.

COST/FUNDING SOURCE

Under the agreement, Sedona will advise Cottonwood regarding the levels of service it desires for the coming fiscal year about five months before the beginning of that fiscal year, and Cottonwood will then develop a proposed budget and cost allocation plan for that level of service for discussion, negotiation, and eventual approval by the cities' respective councils. And if either party determines that the service levels or system budget needs to be changed, either during the annual budgeting process or during the course of a fiscal year, the agreement provides a mechanism for that to happen, subject to any pre-existing funding commitments and other applicable budgeting constraints.

In any case, the agreement specifically provides that neither community is expected to or can be required to subsidize transportation services in the other, using generally accepted budgeting, accounting and cost allocation principles.

REVIEWED BY

City Manager: _____ City Attorney: _____

ATTACHMENTS

Proposed Transportation Services IGA
Resolution Number 2633

RESOLUTION NUMBER 2633

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA ("CITY"), APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SEDONA FOR COTTONWOOD'S MANAGEMENT AND OPERATION OF THE VERDE LYNX INTERCITY PUBLIC TRANSPORTATION SYSTEM.

WHEREAS, as of July 1, 2012, Cottonwood will own and operate a public transportation system, known as the Cottonwood Area Transit ("CAT") system; and

WHEREAS, The CAT system, as currently constituted includes an intercity transportation system between Cottonwood and Sedona known as the Verde Lynx; and

WHEREAS, the parties have determined that is in their mutual best interest to provide for the consolidated management and operation of the Verde Lynx system and the other components of the CAT system;

WHEREAS, the parties have successfully conferred for the purpose of providing for Cottonwood's management and administration of the Verde Lynx system, in consultation with Sedona, and with Sedona's financial support; and

WHEREAS, the parties are authorized to enter into intergovernmental agreements for the provision of services and for joint or cooperative action under A.R.S. §11-952.

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

THAT, the Intergovernmental Agreement with the City of Sedona for Cottonwood's management and operation of the Verde Lynx system is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 7TH DAY OF FEBRUARY 2012.

_____
Diane Joens, Mayor

ATTEST:

_____
Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

_____
Steven B. Horton, Esq.
City Attorney

INTERGOVERNMENTAL AGREEMENT – TRANSPORTATION SERVICES

This Intergovernmental Agreement ("IGA") is made and entered into effective as of the ___ day of _____, 2012 (the "Effective Date"), by and between the City of Cottonwood, an Arizona municipal corporation ("Cottonwood"), and the City of Sedona, an Arizona municipal corporation ("Sedona"). Cottonwood and Sedona may be referred to in this IGA collectively as the Parties, and each individually as a Party.

RECITALS

A. Cottonwood owns and operates a public transportation system, known as the Cottonwood Area Transit ("CAT") system.

B. The CAT system includes an intercity transportation system between Cottonwood and Sedona known as the Verde Lynx.

C. The Parties have successfully conferred for the purpose of providing for Cottonwood's management and administration of the Verde Lynx system, in consultation with Sedona, and with Sedona's financial support.

D. The Parties are authorized to enter into this IGA pursuant to A.R.S. §11-952.

AGREEMENT

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

1. Operation of Verde Lynx; Financial Support. Commencing on July 1, 2012 Cottonwood will operate and manage the Verde Lynx System as part of its overall CAT system operations, and will provide regular scheduled fixed route transit and paratransit services ("Transportation Services") in compliance with all applicable state and federal statutes and regulations, and all applicable requirements of the Arizona Department of Transportation ("ADOT"), Federal Transit Administration ("FTA"), and any other granting authority. The Parties specifically acknowledge and agree that the provision, type, amount and frequency of Transportation Services are directly contingent on the appropriation of funds by ADOT, FTA, and/or other granting agencies on Sedona's behalf, as well as by Sedona directly, and can be impacted by funding received from or on behalf of other government participants in the CAT system, which include, at present, the City of Cottonwood; Town of Clarkdale; and Yavapai County.

2. Scope of Services. Transportation Services shall include, but not be limited to the operation, maintenance and periodic replacement of the vehicles that constitute the Verde Lynx fleet; recruitment, employment, oversight and training of sufficient, qualified staff;

procurement; insurance and risk management; budgeting; marketing; fare-setting; and any and all additional management and administrative services routinely associated with the operation of a public transportation system generally, and/or reasonably required in connection with the operation of the Verde Lynx system in particular.

3. Application for Grant Funding. Sedona will cooperate with Cottonwood to seek and secure funds to support the Verde Lynx system, including but not necessarily limited to Rural Transportation Program ("Section 5311") funds from ADOT. Any funds received by Cottonwood on behalf of Sedona and/or the Verde Lynx system will be credited to Sedona in the annual budgeting process for the CAT system.

4. Bus Shelters. Each party shall be responsible for installing and maintaining any bus shelters located within its corporate boundaries. Cottonwood shall be responsible for installing and maintaining any and all bus shelters located between the communities along the Verde Lynx route, provided, however, that Cottonwood shall consult with Sedona prior to installing any shelters between the communities. Maintenance shall include all necessary repairs; litter and trash removal; signage; snow removal; and graffiti removal.

5. Development of Annual Operating Budget and Cost Allocation Plan. On or before January 30 of each year this IGA is in effect, Sedona will provide Cottonwood with a complete written description of the levels of service it desires from the Verde Lynx system in the next ensuing fiscal year, including specific routes, stops, and schedules of service. By or before February 28 of that year, Cottonwood will provide Sedona with a proposed budget and cost allocation plan for those services, including the amount of grant funds committed or anticipated to be received on behalf of the Verde Lynx system in the coming year, and the amount of funds Sedona will have to contribute to enable Cottonwood to deliver the desired levels of service, including drawing down any available grant funds for the Verde Lynx system. Immediately following Cottonwood's issuance of the proposed budget and cost allocation plan, the Parties will confer for the purpose of developing a tentative budget and cost allocation plan for the upcoming fiscal year for approval by the Parties' respective governing bodies. Following adoption of the tentative budget and cost allocation plan by the Parties respective governing bodies, such plan shall constitute the final budget and cost allocation plan for the Verde Lynx system for the coming year, until and unless modified pursuant to Section 6 below.

6. Modification of Operating Budget and Cost Allocation Plan Following Adoption. If for any reason (including but not limited to a discrepancy in the amount of funds actually awarded or received by or on account of the Verde Lynx system relative to the funds that were anticipated to be received from any source; a requested change in the types/amounts/frequency of Transportation Services to be provided by the Verde Lynx system; or for any other reason), either Party desires to re-negotiate the budget and cost allocation plan for the Verde Lynx system following the adoption of the tentative plan by the Parties' respective governing bodies, that Party shall notify the other of such desire in writing.

Thereafter, the Parties shall negotiate in good faith to align the Transportation Services with the funds available from all sources (including Sedona's local share) for operation of the Verde Lynx system, and submit any such revised plan as they successfully negotiate to their respective governing bodies for consideration and approval. Any year-end surplus for the Verde Lynx will be credited towards Sedona's next annual budget allocation. In carrying out the effect of Section 5 of this IGA and this Section 6, it is the specific intent of the Parties first, that Cottonwood shall not be compelled or obligated to subsidize the Verde Lynx system in any manner; and second, that Sedona shall not be compelled to subsidize any other portion of the CAT system, using generally accepted accounting and cost allocation principles.

7. Payment of Local Share by Sedona. On or before the fifth day of each month that this IGA is in effect, Sedona shall remit to Cottonwood one-twelfth of the amount determined to be its local share of the Verde Lynx operating budget according to the then-current Operating Budget and Cost Allocation Plan for the Verde Lynx system, modified as appropriate to accommodate any changes adopted pursuant to Section 6 above, to ensure that Sedona pays its agreed-upon annual local contribution over the course of the then-current fiscal year.

8. Capital Planning. In conjunction with the annual budgeting process, the Parties will also jointly develop and update as appropriate an agreed-upon capital plan for the Verde Lynx system, including the amounts and expected timing of any required capital contributions by Sedona.

9. Reporting. Cottonwood will prepare and submit monthly ridership reports to Sedona that include, but will not necessarily be limited to passenger counts, ridership per hour, and related budget information for the Verde Lynx system. Cottonwood will also provide Sedona with quarterly budget reports assessing the financial performance and condition of the Verde Lynx system, and will comply with any and all reporting requirements of any state or federal granting agency in respect of the Verde Lynx system.

10. Transportation Advisory Committee. In accordance with ADOT and FTA requirements, Cottonwood will establish and coordinate a local Transportation Advisory Committee that includes representatives from all public agencies participating the CAT system, including without limitation the Verde Lynx system (as well as other stakeholders), and that will meet no less frequently than once per quarter to develop and review performance measures, and to recommend and plan for future transportation services in the Verde Valley.

11. Term and Termination. This IGA shall be effective from July 1, 2012 through June 30, 2014 (unless extend or sooner terminated as provided for herein), and may be renewed for two additional two-year terms. Either Party may terminate this Agreement by giving the other Party one hundred and eighty (180) days written notice of termination. Cottonwood will not incur any further obligation on behalf of Sedona after receipt of a written

notice of termination. Sedona will pay Cottonwood for services rendered and capital assets acquired prior to the date of termination.

12. Records and Audit Rights. Each Party's work and accounting records (hard copy, as well as computer readable data, and any other supporting evidence deemed necessary by the other Party to substantiate charges and claims related to this IGA shall be open to inspection and subject to audit and/or reproduction by authorized representatives of the other Party, to adequately permit evaluation and verification of the performance and cost of the work, and to conduct and prepare all audits and reports required by law. Representatives of each Party shall be afforded access, at all reasonable times and places, to all of the other Party's records and personnel, pursuant to the provisions of this Section, throughout the term of this IGA (including Renewal Terms), and for a period of five (5) years after last or final payment.

13. General Provisions.

13.1. Incorporation of Recitals and Exhibits. The Recitals are acknowledged by the Parties to be substantially true and correct, and are hereby incorporated as agreements of the Parties. All exhibits referenced herein and attached hereto, are hereby incorporated into this IGA.

13.2. Entire Agreement. This IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This IGA may not be modified or amended, except by written documents, signed by authorized representatives of each Party.

13.3. Arizona Law. This IGA shall be governed and interpreted according to the laws of the State of Arizona.

13.4. Modifications. Except as otherwise specifically provided in this IGA, any amendment, modification or variation from the terms of this IGA shall be in writing and shall be effective only after written approval of all Parties.

13.5. Attorney's Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this IGA, or on account of any breach or default of this IGA, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, as determined by the arbitrator or court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment.

13.6. Notices. All notices or demands required to be given, pursuant to the terms of this IGA, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express

service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to Cottonwood:	City Manager City of Cottonwood 827 North Main Street Cottonwood, Arizona 86326 Telephone: 928-634-5526
If to Sedona:	City Manager City of Sedona 102 Roadrunner Drive Sedona, Arizona 86336 Telephone: 928-204-7127 Facsimile: 928-282-5671

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express services or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

13.7. Force Majeure. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

13.8. Counterparts. This IGA may be executed in one or more counterparts, and each originally executed duplicate counterpart of this IGA shall be deemed to possess the full force and effect of the original.

13.9. Severability. If any term or provision of this IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

13.10. Conflict of Interest. This IGA may be terminated for conflict of interest pursuant to A.R.S. § 38-511.

13.11. Authority. Each Party hereby warrants and represents that it has full power and authority to enter into and perform this IGA, and that that person signing on behalf

of each has been properly authorized and empowered to enter this IGA. Each Party further acknowledges that it has read this IGA, understands it, and agrees to be bound by it.

13.12. Compliance with Immigration Laws and Regulations. Pursuant to the provisions of A.R.S. §41-4401, each Party warrants to the other Party that the warranting Party and all its subconsultants are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). Each Party acknowledges that a breach of this warranty by the warranting Party or any of its subconsultants is a material breach of this IGA subject to penalties up to and including termination of this IGA or any subcontract. Each Party retains the legal right to inspect the papers of any employee of the other Party or any subconsultant who works on this IGA to ensure compliance with this warranty.

A Party may conduct random verification of the employment records of the other Party and any of its subconsultants to ensure compliance with this warranty.

A Party will not consider the other Party or any of its subconsultants in material breach of the foregoing warranty if the warranting Party and its subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

The provisions of this Article must be included in any contract a Party enters into with any and all of its subconsultants who provide services under this IGA or any subcontract. As used in this Section, "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

13.13. Prohibition of Doing Business with Sudan and Iran. Pursuant to A.R.S. §§35-391.06 and 35-393-06, each Party hereby certifies to the other Party that the certifying Party does not have "scrutinized" business operations, as defined in A.R.S. §§35-391 and 35-393, in either Sudan or Iran. The certifying Party acknowledges that, in the event either of the certifications contained in this paragraph is determined by the other Party to be false, that Party may terminate this IGA and exercise other remedies as provided by law, in accordance with A.R.S. §§35-391.06 and 35-393-06.

CITY OF COTTONWOOD, ARIZONA,

A municipal corporation of the State of Arizona

By: _____ Date: _____
Diane Joens, Mayor

ATTEST:

_____
Marianne Jiménez, City Clerk

CITY OF SEDONA, ARIZONA,

A municipal corporation of the State of Arizona

By: _____ Date: _____
Rob Adams, Mayor

ATTEST:

_____
Susan L. Irvine, City Clerk

City of Cottonwood, Arizona
City Council Agenda Communication

Meeting Date:	February 7, 2012
Subject:	**Resolution Number 2634—Approving an Intergovernmental Grant Agreement with ADOT for Cottonwood Airport Improvements**
Department:	Airport
From:	Morgan Scott, Development Services Operations Manager

REQUESTED ACTION

Consider approval of the Airport Development Reimbursable Grant Agreement with the Arizona Department of Transportation (ADOT) Aeronautics Division to remove and replace the rotating beacon and wind cone including related electrical work.

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

I move to approve Resolution Number 2634 which approves an intergovernmental grant agreement with the ADOT Aeronautics Division to remove and replace the rotating beacon and wind cone including related electrical work at the Cottonwood airport.

BACKGROUND

The City of Cottonwood has requested that ADOT Aeronautics provide a 90%-10% grant to upgrade the rotating beacon at the Cottonwood Airport as follows:

Cottonwood	$ 2096
ADOT	$ 18,859
Total	$ 20,995

The reason for the request is that the 80-year old beacon is obsolete. The beacon had three outages in the winter of 2010. Fortunately the beacon was able to be repaired within one day of the outage's, however there is no factory support for the old beacon and aftermarket parts suppliers inform us that there are several critical parts that can no longer be purchased. To avoid a possible long-term unplanned outage, a replacement of the beacon is recommended.

The proposed scope of the project is to remove the existing beacon from the tower and install a new or remanufactured beacon, FAA Type L-802A-36", on the existing tower. We would also add removal and replacement of the wind cone with a 36" diameter, FAA Type L-807-S2, internally illuminated, wind cone. We have had many complaints from the local users that the current 18" diameter wind cone is not large enough to be readily seen. The larger size and internal illumination will help tremendously with the visibility issue.

JUSTIFICATION/BENEFITS/ISSUES

The replacement of the beacon will prevent outage in the future and provide for safer operations of the airport. The larger, illuminated wind cone will allow for greater visibility to pilots and safer operations at the airport.

COST/FUNDING SOURCE

The grant is a 90%-10% match. The City's contribution as seen above will be $2,096 from the general fund.

ATTACHMENTS

Airport Grant Agreement (Grant Number E2S95)
Resolution Number 2634

RESOLUTION NUMBER 2634

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, THROUGH ITS MULTIMODAL PLANNING DIVISION, FOR A GRANT OF STATE FUNDS FOR THE PURPOSE OF AIDING IN FINANCING A PROJECT TO REMOVE AND REPLACE THE ROTATING BEACON AND WIND CONE AT THE COTTONWOOD AIRPORT.

WHEREAS, the City of Cottonwood desires, in accordance with the authority granted by A.R.S. § 28-8413, funds from the State for the purpose of airport planning and/or development; and

WHEREAS, the Arizona State Transportation Board, as approved on October 21, 2011, and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. § 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the City of funds expended for airport planning and/or development; and

WHEREAS, the City of Cottonwood is empowered by A.R.S. § 11-952 to enter into Intergovernmental Agreements for the purposes listed therein; and

WHEREAS, the City will contribute matching funds for the project in the amount of $2,096.00 that will be paid from the Airport Fund on deposit at Wells Fargo Bank, N.A.

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

THAT, the Intergovernmental Agreement with the State of Arizona, Department of Transportation, through its multimodal planning division, for a grant of state funds for the purpose of aiding in financing a project to remove and replace the rotating beacon and wind cone at the Cottonwood Airport is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 7TH DAY OF FEBRUARY 2012.

_____
Diane Joens, Mayor

ATTEST:

_____
Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

_____
Steven B. Horton, Esq.
City Attorney

Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____ between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the City of Cottonwood, a political subdivision of the State of Arizona, (the "Sponsor") for a grant of State funds for the purpose of aiding in financing a Project to: ***Remove and replace rotating beacon and wind cone including related electrical work*** (the "Project"), for the improvement of the Cottonwood Airport (the "Airport").

WITNESSETH

Recitals:

1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.

2) The Arizona State Transportation Board, as approved on October 21, 2011, and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: November 7, 2011. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.

2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.

4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

1) The minimum funding participation from the Sponsor shall be ten percent (10%) as determined by the State.

2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **eighteen thousand eight hundred and fifty-nine dollars ($18,859).**

3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or **December 30, 2015**, whichever is earlier.

4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State the grant or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.

5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.

6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after May 1, 2011 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Part II

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

1) The Sponsor has the legal power and authority:

   a) to do all things necessary, in order to undertake and carry out the Project;

   b) to accept, receive and disburse grant funds from the State in aid of the Project.

2) The Sponsor now has on deposit, or is in a position to secure Two thousand & ninety-six $00/100 Dollars ($ 2,096.00), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

   _____
   (enter local funding type and location)

3) The Sponsor hereby designates Morgan Scott (Name), Development Services Operations Manager (Title) to receive payments representing the State's share of project costs.

Signature of Sponsor's Representative

Development Services Operations Manager
Title of Representative

4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **866007877 12**

Sponsor Vendor Address: **City of Cottonwood**
1490 W. Mingus Avenue
Cottonwood, Arizona 86326

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

By: _____

Title: Joseph S. Omer, Director

Date: _____

SPONSOR:

City of Cottonwood
Cottonwood Airport

By: _____

Title: _____

Date: _____

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.

2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.

3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.

4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.

5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.

6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).

7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.

8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall

insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

9) Public Hearings: In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.

2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.

3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.

2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.

3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:

   a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;

   b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;

   c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;

   d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.

4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor

itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.

6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:

   a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and

   b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.

8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.

2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:

   a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;

   b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;

   c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;

   d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.

2) All contracts shall stipulate and make clear:

   a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;

   b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.

   c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

   d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.

2) Performing work for a client or having an interest which conflicts with this contract.

Reports

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with

the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall 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, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.

2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).

3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.

4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).

5) "Sponsor Force Account" contribution (if applicable).

6) "Contingencies" (not to exceed 5% of construction costs).

7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance -- industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One
Design/Construction Project Description and Funding Allocation

Detailed Project Description:

Remove and replace rotating beacon and wind cone including related electrical work

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	$	$	$	$
Construction	$ 20,995	$ 2,096	$	$ 18,859
Construction Engineering	$	$	$	$
Sponsor Administration**	$	$	$	$
Sponsor Force Account Work***	$	$	$	$
Contingencies	$	$	$	$
Total Project Costs	$ 20,995	$ 2,096	$	$ 18,859

*Total of this column to be used in Schedule Two.
** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.
*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

Schedule Two
Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.

2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. $540 or $1,300).

3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: $18,859

Projected Reimbursement Requests / State Cash Flow

Calendar Year	Jan	Feb	Mar	Apr	May	Jun
2011	$	$	$	$	$	$
2012	$	$	$	$	$	$
2013	$	$	$	$	$	$
2014	$	$	$	$	$	$
2015	$	$	$	$	$	$
Calendar Year	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
2011	$	$	$	$	$	$
2012	$	$ 18,859	$	$	$	$
2013	$	$	$	$	$	$
2014	$	$	$	$	$	$
2015	$	$	$	$	$	$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three
Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
3) The Bidding Phase typically should be sixty (60) days or less.
4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule

Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*		NA		NA	
Submit Contract for State Review/Approval		NA		NA	
Award Consultant Contract		NA		NA	
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design		NA		NA	
Conduct 30% Design Review/Approval		NA		NA	
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval		NA		NA	
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval		2/27/12		3/19/12	
Issue Invitation for Bids		3/23/12		4/27/12	
Submit Bid Tab for State Review/Approval		5/2/12		5/23/12	
Award Construction Contract/Submit to the State		5/30/12		6/20/12	
Construction Phase					
Pre-Construction Meeting		6/27/12		6/27/12	
Issue NTP – Begin Construction		7/2/12		7/30/12	
Final Inspection		7/31/12		7/31/12	
Submit As-Builts & Final Documentation		8/8/12		8/29/12	
Submit Final Reimbursement Request and Sponsor Closeout Letter		9/5/12		9/26/12	

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter .

City of Cottonwood, Arizona
City Council Agenda Communication

Meeting Date:	February 7, 2012
Subject:	Embry-Riddle Aeronautical University Competitive Flight Team
Department:	Development Services
From:	Morgan Scott

REQUESTED ACTION
Consider support of Embry-Riddle Aeronautical University's (ERAU) Flight team training at the Cottonwood Airport.

If the Council desires to approve this item the suggested motion is: I move to support Embry-Riddle Aeronautical University's (ERAU) Flight team training at the Cottonwood Airport.

BACKGROUND
ERAU is a school based out of Prescott which offers pilot training as a core curriculum to its students. ERAU students and staff have utilized the Cottonwood Airport and many other airports in the region for nearly 20 years as part of the school curriculum training. In addition to being one of the highest ranked flight universities in the world ERAU is also home to the seven (7) time National Champions Golden Eagle Competitive Flight Team. The flight team has trained out of Prescott's Airport exclusively for over 20 years, however Prescott's Airport has begun chartering air carrier flights which offer flights to passengers out of the Prescott Airport. The addition of air carrier flights to the Prescott airfield has changed the classification of the Prescott Airport and some of the competitive flight training activities are no longer allowed on the airfield. Therefore ERAU's flight team has begun to consider other nearby airports which do not charter air carrier flights and Cottonwood's Airport is the most ideal for their use.

Should ERAU's flight team begin training at Cottonwood's Airport it would add several take-offs and landings Monday through Friday. The majority of their activity would be on Saturdays when the team (approximately 30 students) would be bused from Prescott to Cottonwood to conduct both air and ground training activities throughout the day. The flight

team would have approximately three (3) aircraft in the air throughout the day and the remainder of the team would utilize the airport terminal building to conduct ground training.

ERAU has utilized the Cottonwood Airport for years with Cottonwood seeing little financial benefit from their use. The flight team's activities on Saturdays would require the team to purchase fuel from the Cottonwood Airport which would help supplement the airport revenues. Having training activity and increased airport operations may also help the airport in receiving federal grant money for airport improvements. Having a group with the type of exposure and following that the flight team enjoys would also enhance the stature and marketability of the airport. If Cottonwood were to be the home base of the ERAU flight team, the regional competition may be brought to the Cottonwood Airport every seven (7) to eight (8) years.

ERAU's Flight Team has also requested they be allowed to place temporary chalk markings on the runway in order to conduct their training. A Notice to Airmen (NOTAM) will be issued each Friday prior to the placing of the temporary chalk markings which will notify pilots of the markings. All applicable safety procedures and communications will be followed while the lines are being placed.

Cottonwood's airport was purchased, built and has continuously been improved with federal grant money. Stipulations on the federal grant money would restrict the owner of the airport (the City) from preventing any member of the public the right to use the airport for the uses it was intended. Therefore the City can neither grant nor deny ERAU's flight team the ability to take-off or land aircraft at the airfield or from utilizing the terminal building. However, ERAU, although an education institution, is also a commercial enterprise and the City has considered requiring all commercial activities at the airport to provide the City with insurance policies which would list the City as additionally insured. This item is being brought before Council because the City does not currently have a policy which would require commercial activities to list the City as additionally insured.

JUSTIFICATION/BENEFITS/ISSUES

- ERAU's flight team training will be the first time that the Cottonwood Airport will benefit financially from ERAU's activities as the team will purchase fuel from the Cottonwood Airport.
- The increased airport activity may increase Cottonwood's ability to obtain grant funds for airport improvements.
- Being the home base for ERAU's Flight team may bring the future hosting of regional flight competitions.

COST/FUNDING SOURCE

There is no cost associated with this item.

ATTACHMENTS

ERAU flight Team Power point presentation

GOLDEN EAGLES FLIGHT TEAM

William Jacobson

Alex Tamsing

About Us

- Founded in 1979
- Compete Twice a Year
- Won 26 Consecutive Regional Championships
- Won 7 National Championships, Last in 2008
- 32 Team Members
- Practice 11 Different Flight and Ground Events

What We Do

- Seven Ground Events
  - Simulated Aircraft Navigation
  - Computer Accuracy
  - Aircraft Recognition
  - Preflight
  - Simulator
  - IFR
  - Crew Resource Management

What We Do (Continued)

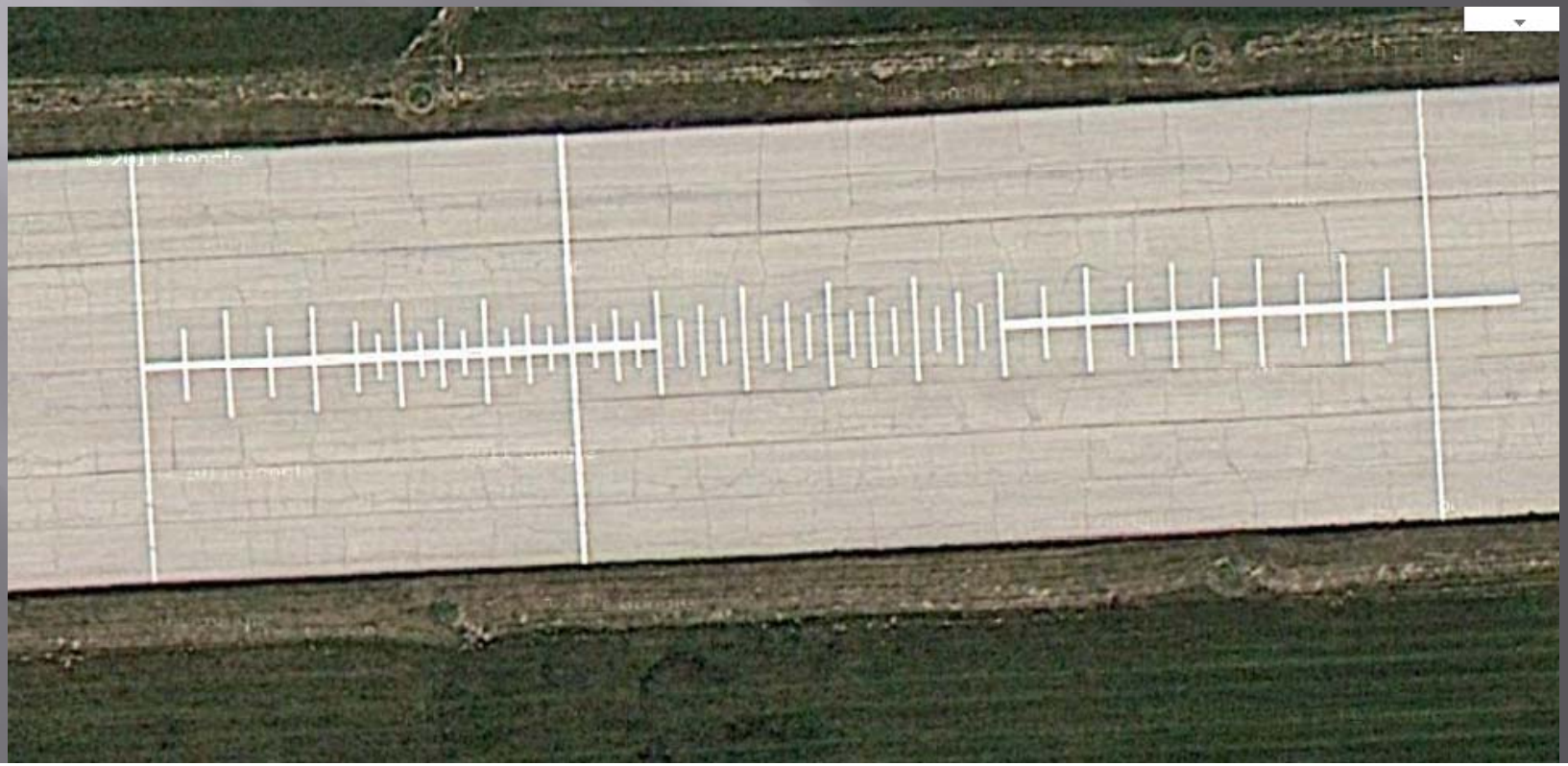
- Four Flight Events
  - Power Off Landings
  - Power On Landings
  - Navigation
  - Message Drop

Practice

- Practice Year Round
- Events Have Specific Practice Times During the Week
- Individuals Practice Flight Events on Own Time
- All Team Members and Events Meet on Saturdays for All Day Practice

What We Need From You

- Ability To Leave Chalk or Paint on the Runway
- Tables and Chairs to Accommodate 30+ People Taking Tests



City of Cottonwood, Arizona
City Council Agenda Communication

Meeting Date:	February 7, 2012
Subject:	West Mingus Avenue Reconstruction Right-of-way and easement from Ed Urquijo and Suzanne Salem
Department:	Public Works
From:	Morgan Scott

REQUESTED ACTION
Consider approval of the acceptance of an easement and right of way from Ed Urquijo and Suzanne Salem needed for the West Mingus Avenue Reconstruction project.

If the Council desires to approve this item the suggested motion is: I move to accept the easements and right of way as dedicated by Ed Urquijo and Suzanne Salem.

BACKGROUND
West Mingus Avenue is designed to be a 3-lane collector street from SR 89A to Willard Street, with a modern roundabout at the intersection of Mingus and Willard. This right-of-way provides a portion of the area required for this improvement. A temporary construction easement (TCE) has also been dedicated which will allow the contractor to enter onto a portion of private property during the construction of the road improvements. Attached are the dedication documents from Ed Urquijo and Suzanne Salem.

JUSTIFICATION/BENEFITS/ISSUES
The reconstruction of Mingus Avenue from Hwy 89A to Willard is a priority of the City Council and obtaining sufficient right-of-way and easement to build the street to city standards is a critical component of this project.

COST/FUNDING SOURCE
There is no cost associated with the acceptance of this right-of-way and easement.

ATTACHMENTS
Easement and ROW Dedications

TEMPORARY CONSTRUCTION EASEMENT

For consideration of $1.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ED URQUIJO AND SUZANNE R. SALEM, HUSBAND AND WIFE ("Grantor"), as owner of the real property known as APN 406-33-011, as described in Book 3745 Page 272 in the Records of Yavapai County, Arizona, and said property being located in Yavapai County, Arizona, more particularly described in Exhibit "A" hereto (said property hereinafter referred to as "Grantor's property"), does hereby grant and convey to the CITY OF COTTONWOOD, an Arizona municipal corporation ("Grantee"), its successors and assigns, a:

Temporary construction easement with the right to use and occupy temporarily, during the construction of a public sidewalk, driveway, underground communication service lines, and related appurtenances, for the accommodation of construction equipment, materials, and excavation of earth, under, through and across, that portion of Grantor's property, hereinafter referred to as Exhibit "B." Grantee, its successors and assigns shall at all times during the term of this Temporary Construction Easement have the right of ingress and egress to and along the Easement Premises for the purposes specified herein. The Temporary Construction Easement granted herein shall be deemed abandoned at the completion of the installation of the public road project.

In connection with the easement, Grantee may, but shall not be obligated to, trim, prune, cut and clear away trees, brush, shrubs and/or other vegetation on or adjacent to the Easement Premises for the convenient and safe exercise of the rights granted herein.

Following any installation, excavation, maintenance, repair or other work by Grantee, Grantee shall, at its sole cost and expense, restore the Easement Premises to as close to original condition as is reasonably practicable.

To the extent permitted by law, Grantee agrees to indemnify, defend and hold harmless, the Grantor, its tenants, agents, employees, representatives, officers, directors, successors, and assigns, from any and all claims, demands, actions, suits, liabilities, judgments, damages, losses, and expenses of any person related to, or in any manner connected with, the use of the easement granted herein.

Effective this 12 day of Jan, 2012.

GRANTORS:

Ed Urquijo
Owner

Suzanne R. Salem
Owner

On this 12 day of Jan, 2012, before me the undersigned notary public did personally appear Ed Urquijo and Suzanne R. Salem and executed this forgoing instrument for the purposes herein contained. In witness whereof, I hereby set my hand and official seal.

April 13 2012
My commission expires

Notary Public

CINDY TA
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
April 13, 2012

F:\Engineering Server\engineering (cocwat-server)\Projects\Roads\Mingus, Willard to 89A, 2010\Right-of-way Purchases\406-33-011 UrQuijo\TCE Dedication - Salem,Urquijo, 1-6-12.docx

This easement was accepted this_____day of_____, 2012, by the City of Cottonwood, Arizona.

_____
Hon. Diane Joens, Mayor
City of Cottonwood

ATTEST:

_____
Marianne Jimenez, City Clerk

DEDICATION OF RIGHT-OF-WAY

Mingus Ave

For consideration of $1.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ED URQUIJO AND SUZANNE R. SALEM, HUSBAND AND WIFE ("Grantor"), as owner of the real property known as APN 406-33-011, as described in Book 3745 Page 272 in the Records of Yavapai County, Arizona, and said property being located in Yavapai County, Arizona, more particularly described in Exhibit "A" hereto (said property hereinafter referred to as "Grantor's property"), does hereby grant and convey to the CITY OF COTTONWOOD, an Arizona municipal corporation ("Grantee"), its successors and assigns, a:

Perpetual right-of-way, to be permanently dedicated to the public, to construct, install, and thereafter use, inspect, repair, maintain, replace, and remove a public road, street or highway and all incidents thereto, together with the right to authorize, permit and license the use thereof for utilities or other public purposes over, across, and through the following land situated in the CITY OF COTTONWOOD, Yavapai County, State of Arizona, said land being generally described as follows: See Exhibit "B."

In connection with the right-of-way, Grantee may, but shall not be obligated to, trim, prune, cut and clear away trees, brush, shrubs and/or other vegetation on or adjacent to the right-of-way premises for the convenient and safe exercise of the rights granted herein.

Grantor warrants that the property described in this instrument is free and clear of taxes, liens and encumbrances.

To the extent permitted by law, Grantee agrees to indemnify, defend and hold harmless, the Grantor, its tenants, agents, employees, representatives, officers, directors, successors, and assigns, from any and all claims, demands, actions, suits, liabilities, judgments, damages, losses, and expenses of any person related to, or in any manner connected with, the use of the right-of-way.

Effective this 12 day of Jan, 2012.

GRANTORS:

Ed Urquijo
Owner

Suzanne R. Salem
Owner

On this 12 day of Jan, 2012, before me the undersigned notary public did personally appear Ed Urquijo and Suzanne R. Salem and executed this forgoing instrument for the purposes herein contained. In witness whereof, I hereby set my hand and official seal.

April 13 2012
My commission expires

Notary Public

CINDY TA
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
April 13, 2012

F:\Engineering Server\engineering (cocwat-server)\Projects\Roads\Mingus, Willard to 89A, 2010\Right-of-way Purchases\406-33-011 UrQuijo\Right-of-way Dedication- Salem,Urquijo, 1-4-12.docx

This right-of-way was accepted this_____day of_____, 2012, by the City of Cottonwood, Arizona.

_____
Hon. Diane Joens, Mayor
City of Cottonwood

ATTEST:

_____
Marianne Jimenez, City Clerk

City of Cottonwood, Arizona
City Council Agenda Communication

Meeting Date:	February 7, 2012
Subject:	**First Reading of Ordinance Number 584--** Approving an Agreement for the Exchange of Real Property for Right-of-Way for the West Mingus Avenue Reconstruction Project.
Department:	Public Works
From:	Morgan Scott

REQUESTED ACTION
Consider approval of the land trade to obtain the right-of-way from Anthony M. Lozano, Toni G. Lozano, Edward M. Lozano and Eleanor Lozano ("Lozano's")

If the Council desires to approve this item the suggested motion is:
N/A—First reading of Ordinance Number 584.

BACKGROUND
West Mingus Avenue is designed to be a 3-lane collector street from SR 89A to Willard Street, with a modern roundabout at the intersection of Mingus and Willard. This easement provides a portion of the right-of-way for this improvement. The attached agreement sets forth the compensation and conditions for the land trade from Anthony M. Lozano, Toni G. Lozano, Edward M. Lozano and Eleanor Lozano. The City will be trading 1,366.47 square feet of land it owns (APN: 406-33-054) for 1,366.48 square feet of land owned by the Lozano's (APN: 406-33-014S).

JUSTIFICATION/BENEFITS/ISSUES
The reconstruction of Mingus Avenue from Hwy 89A to Willard is a priority of the City Council and obtaining sufficient right-of-way to build the street to city standards is a critical component of this project.

COST/FUNDING SOURCE
There is no monetary cost associated with this trade. The land that the City owns was purchased with HURF funds.

REVIEWED BY:

City Manager: _____ City Attorney: _____

ATTACHMENTS
Purchase Agreement
Ordinance Number 584

ORDINANCE NUMBER 584

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING AN AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY BETWEEN THE CITY AND ANTHONY M. LOZANO,TONI G.LOZANO, EDWARD M. LOZANO AND ELEANOR LOZANO.

WHEREAS, the City has undertaken to widen and improve Mingus Avenue between Willard Street and State Highway 89A; and

WHEREAS, in order to construct the necessary street improvements, the City must acquire additional rights-of-way; and

WHEREAS, the City owns a parcel of real property totaling approximately 1,366 square feet in the area along West Mingus Avenue, which it no longer requires; and

WHEREAS, the City requires certain real property owned by Anthony M. Lozazno, Toni G. Lozano, Edward M. Lozano and Eleanor Lozano ("Lozanos"); and

WHEREAS, the City and Lozanos have successfully conferred for the purpose of exchanging a parcel of real property owned by the City for a parcel of real property owned by Lozanos totaling approximately 1,366 square feet in the same area; and

WHEREAS, Arizona Revised Statutes Section 9-407 provides that a City may by ordinance authorize an exchange of a parcel of real property within the City for any other parcel of real property within the City, provided the parcels are of substantially equal value and the exchange meets the terms and conditions set forth in the ordinance; and

WHEREAS, the parcels to be exchanged by the City and Lozanos are of substantially equal value.

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

Section 1. That the Exchange Agreement between the City and Anothony M. Lozano, Toni G. Lozano, Edward M. Lozano and Eleanor Lozano is hereby approved.

Section 2. That a notice of intent to exchange real property pursuant to Arizona Revised Statutes Section 9-407 shall be published in accordance with the provisions of Arizona Revised Statutes Section 39-204 before the exchange is completed.

Section 3. That if any section, subsection, sentence, clause, phrase or portion of this Ordinance shall for any reason be held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance, and the City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion hereof in the absence of such invalid or unconstitutional section, subsection, sentence, clause, phrase or portion.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA, THIS _____ DAY OF FEBRUARY.

_____
Diane Joens, Mayor

APPROVED AS TO FORM:

_____
Steven B. Horton, Esq., City Attorney

ATTEST:

_____
Marianne Jiménez, City Clerk

REAL ESTATE EXCHANGE AGREEMENT

This Exchange Agreement ("Agreement") is made and entered into as of the _____day of January, 2012, by and between Anthony M. Lozano, Toni G. Lozano, Edward M. Lozano and Eleanor Lozano (hereinafter referred to as "Lozano"), and the City of Cottonwood, Arizona, an Arizona municipal corporation (hereinafter referred to as "City").

RECITALS

A. Lozano is the fee simple owner of a portion of undeveloped real property situated within the City of Cottonwood, Yavapai County, Arizona, and more particularly described by the legal description attached as Exhibit "A" (hereinafter referred to as "Right-of-Way Property").

B. City is the fee simple owner of a portion of undeveloped real property situated within the City of Cottonwood, Yavapai County, Arizona, and more particularly described by the legal description attached as Exhibit "B" (hereinafter referred to as "City Property").

C. Lozano and City desire to exchange the Right-of-Way Property for the City Property upon the terms and for the consideration set out in this Agreement.

D. City has legal authority to enter into this Agreement pursuant to A.R.S. § 9-407.

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

1. Closing.

1.1 Time for Closing: Last Day to Close. The Transaction shall be closed in Yavapai County, Arizona. City and Lozano shall deposit in escrow with the closing agent all instruments and documents necessary to complete the exchange in accordance with this Agreement no later than March 30, 2012, hereinafter referred to as the "Property Closing Date."

1.2 Prorations; Closing Costs. Each party shall pay and discharge on or before the Property Closing Date any and all taxes, assessments, debts and liabilities on the property it is transferring to the other party for the period up to the Property Closing Date. The parties shall also pay equal shares of the premiums and other charges for the cost of standard coverage title insurance for the exchange properties. City shall also pay at closing any Arizona or local documentary transfer tax or other Arizona transfer taxes or fees arising from the conveyance of the exchange properties, as well as the escrow fee and recording charges.

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

(a) City shall have received or the Title Company shall be unconditionally committed to issue a policy of title insurance dated as of the date the deed is recorded and insuring City's fee title to the Right-of-way Property free and clear of any exceptions other than the printed general exceptions and exclusions in the policy form.

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

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

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

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

(a) Lozano shall have received or the Title Company shall be unconditionally committed to issue a policy of title insurance dated as of the date the deed is recorded and insuring Lozano's fee title to the City Property free and clear of any exceptions other than the printed general exceptions and exclusions in the policy form.

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

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

2. **Closing Documents.** At or prior to closing, City and Lozano shall execute and deliver to the closing agent the following:

2.1 Lozano shall duly execute, acknowledge and deliver to City, at closing, a warranty deed, in recordable form, conveying good and marketable title to the Right-of-Way Property free and clear or any defects, liens or encumbrances.

2.2 City shall duly execute, acknowledge and deliver to Lozano, at closing, a warranty deed, in recordable form, conveying good and marketable title to the City Property free and clear or any defects, liens or encumbrances.

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

2.4 City shall cause the Title Company to issue or be unconditionally

committed to issue the Title Policy insuring Lozano's title to the City Property.

2.5 Lozano shall cause the Title Company to issue or be unconditionally committed to issue the Title Policy insuring City's interest in the Right-of-Way Property.

2.6 The parties shall execute and deliver an assignment of any and all rights, interests, claims and privileges under any express or implied warranties or guaranties benefitting the properties; any plans, specifications, and designs for development thereof; any property insurance policies and claims; and any condemnation awards or rights to same pertaining to the properties.

2.7 The parties shall each execute and deliver such other documents as may be reasonably required to close the purchase and sale of the Property in accordance with this Agreement.

3. <u>Title Insurance.</u>

3.1 Within thirty (30) days after the date this Agreement is signed, each party will cause to be issued a preliminary commitment for the Title Policy (the "Commitment") for their respective properties issued by the Title Company, together with copies of all exceptions set forth therein. The Commitment (any supplements thereto) shall reflect no exceptions, unless agreed to in writing by the party in whose favor the Commitment is issued. If the Commitment or any supplement thereto reflects any exceptions other than the standard printed exclusions and general exceptions in the policy form and the Permitted Exceptions (a "qualified Commitment"), the party in whose favor the qualified Commitment was issued may elect to require the other party to remove such exceptions at the other party's sole expense at or prior to closing.

If a party in whose favor the qualified Commitment is issued elects to require the other party to remove such exceptions at or prior to closing, then that party's failure to remove such exceptions at its sole expense by the Property Closing Date shall constitute a default by that party, and the party in whose favor the qualified Commitment is issued may, in its sole discretion, pursue any one or more of the following remedies: cancel this agreement without penalty or obligation; extend the Property Closing Date by a period that it determines is reasonably required for the removal or endorsement over by the Title Company of such disapproved exceptions and reserving all rights, claims and remedies; and/or elect to close subject to such disapproved exceptions and retain all rights and remedies to recover damages from the other party after closing in an amount equal to the diminution in the value of the Property caused by such disapproved exceptions.

The Title Policies shall be dated as of the date(s) the deeds to the exchange properties are recorded, and shall insure the transferee against loss or damage by reason of defect in transferor's title to the Property and such other matters as are insured against by such policy and endorsements, subject only to the standard printed exclusions and general exceptions appearing in the title insurance policy form.

4. <u>Lozano's Representations.</u> Understanding that City is relying on the following

representations and warranties, Lozano makes the following representations and warranties which are agreed to constitute a material part of the consideration hereunder and which shall survive the closing.

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

4.2 Lozano is currently the sole owner of the Right-of-Way Property and has full power, authority, and legal capacity to enter into the transaction contemplated by this Agreement, to execute this Agreement and any and all other documents or instruments required in connection with this Agreement, and to carry out this Agreement and the transactions contemplated hereby.

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

4.4 No actions, lawsuits, proceedings, or claims are pending or threatened which would affect the Right-of-Way Property, the value of the Right-of-Way Property, Lozano's ownership thereof, or the conveyance of ownership to the City pursuant to the terms of this Agreement.

4.5 There are no parties in adverse possession of the Right-of-Way Property. There are no parties in possession of the Right-of-Way Property except Lozano, and no parties have been granted any license, lease, or other right relating to the use or possession of the Right-of-Way Property.

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

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

4.8 Lozano is not prohibited from consummating the transaction contemplated

by this Agreement, by any law, regulation, agreement, instrument, restriction, order, or judgment.

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

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

5.1 City represents that it has the legal authority and ability to enter into the transaction contemplated by this Agreement.

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

6. **Brokerage.** It is the expressed declaration of the Parties that no real estate commissions will be due from either Party to any other person or party resulting from the exchange of these Properties. If any person or entity shall assert a claim to a finder's fee, brokerage commission, or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the Party hereto under whom the finder or broker is claiming shall indemnify and hold the other Party harmless from and against any such claim and all costs, expenses, and liabilities incurred in connection with such claim or any action or proceeding, including, but not limited to, attorney and witness fees and court costs in defending against such claim. This indemnity shall survive the closing or the cancellation of this Agreement.

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

8. **Default and Remedies.** If a Party defaults with respect to this Agreement, the non-defaulting Party may seek specific performance, or any other remedy specified herein or permitted in equity or at law. However, good faith participation in mediation is a condition precedent to any enforcement action or claim for breach. Said mediation will be conducted in Yavapai County by a mutually-agreed-upon mediator. However, if the Parties cannot agree to a

mediator, either Party can request the appointment of a mediator through the Yavapai County Superior Court. If any action is brought by either party in respect to its rights under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs as determined by the court.

9. Escrow.

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

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

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

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

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

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

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

10. Insurance. Throughout the period between the date of this Agreement and the Property Closing Date, Lozano shall maintain liability insurance on the Right-of-Way Property and the City shall maintain liability insurance on the City Property.

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

11.1 Curb Cuts. City, at its expense, will install one (1) curb cut at a mutually agreeable location on the City Property for the benefit of Lozano.

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

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

Lozano:

Anthony M. Lozano, Toni G. Lozano, Edward M. Lozano and Eleanor Lozano
P.O. Box 306
Jerome, AZ 86331
Attn: Anthony Lozano

City:

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

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

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

FOR LOZANO:

Anthony M. Lozano:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was duly executed and acknowledged before me this ____ day of _____, 20___, by _____.

_____
Notary Public

My commission expires:

Toni G. Lozano:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was duly executed and acknowledged before me this ____ day of _____, 20___, by _____.

_____
Notary Public

My commission expires:

Edward M. Lozano:

By:_____

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was duly executed and acknowledged before me this ____ day of _____, 20___, by _____.

_____
Notary Public

My commission expires:

Eleanor Lozano:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was duly executed and acknowledged before me this ____ day of _____, 20___, by _____.

_____
Notary Public

My commission expires:

FOR CITY:

By: _____
Mayor Diane Joens

ATTEST:

By: _____
Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

By: _____
Steve Horton, City Attorney

EXHIBITS A and B

CLAIMS REPORT OF February 7, 2012			
FUND TOTAL	**VENDOR NAME**	**DESCRIPTION**	**TOTAL $0.00**

CLAIMS EXCEPTIONS REPORT OF FEBRUARY 7, 2012			
FUND	**VENDOR NAME**	**DESCRIPTION**	**TOTAL**
All	City of Cottonwood	Payroll 01/20/2012	$405,030.77
All	City of Cottonwood	Payroll 02/03/12	$406,534.42
All	Arizona Municipal Risk Retention Pool	Workers Comp Insurance 2nd Quarter FY 2012	$43,117.00
Utilities	Legend Technical Services	Lab Fees	$5,759.48
Gen	Motorola Inc.	Radios PO 19048	$9,717.09
Utilities	Mulcaire & Sons Contracting, LLC	Fir Street po 19055	$11,706.75
Gen	Larry Green Chevrolet	Sales Tax December	$21,094.09
Utilities	Town of Clarkdale	Purchase of Bulk Water	$11,664.70
All	United Fuel	Fuel	$8,690.17
Gen	VV Chamber of Commerce	Bed Tax	$8,844.82
Gen	Yavapai Broadcasting	Holiday Lights advertising	$8,520.00
All	Aps	Utilities	$11,056.66
Gen	AZ Dept of Economic Security	Unemployment	$8,811.20
Utilities	Az Northern Equipment Inc	PO 19027 Water Main	$31,261.00
Airport	Ascent Aviation	Fuel	$35,964.67
All	Arizona Public Employers Health Pool	January Premiums	$139,338.92
Gen	Creative Communications	Radios PO 19041	$14,386.75
Gen	Richardson	Custodial City wide and Rec Center	$18,824.04
Gen	Suntrust	Lease Payment	$82,880.44
Gen	VV Senior Center	Qrtly Report	$11,250.00
Utilities	Yavapai Title Agency	Growth Premium	$7,500.00
All	APS	Utilities	$7,935.14
Utilities	Ferguson	Supplies	$7,889.16
Gen	Sutton Law	Prosecuting Atty January	$7,000.00
TOTAL			**$1,324,777.27**