

## A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD MARCH 20, 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. PROCLAMATION—WELCOME HOME VIETNAM VETERANS DAY.
- VI. PRESENTATION REGARDING THE COCONINO NATIONAL FOREST'S TRAVEL MANAGEMENT RULE (TMR) BY JODY NICKERSON, OHV PROGRAM COORDINATOR.
- VII. CALL TO THE PUBLIC—This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02.H.) Comments are limited to a 5 minute time period.
- VIII. APPROVAL OF MINUTES—Strategic Planning Meeting of January 23, 2012, & Regular Meeting of March 6, 2012.  
  
*Comments regarding agenda items are limited to a 5 minute time period per speaker.*
- IX. UNFINISHED BUSINESS
  1. CONTRACT EXTENSION WITH TRAFFIC SAFETY INC. FOR CITY STREET STRIPING SERVICES.
- X. CONSENT AGENDA—No items.
- XI. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
  1. AWARD OF BID FOR THE RENOVATION AND ADA (AMERICANS WITH DISABILITY ACT) UPGRADES OF THE OLD TOWN JAIL LOCATED AT 1101 NORTH MAIN STREET.
  2. AMENDED SERVICE AGREEMENT WITH SMARTWORKS PLUS FOR PHASED RETIREMENT SERVICES.

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3. SERVICE AGREEMENT WITH EDUCATIONAL SERVICES, INC., FOR PHASED RETIREMENT SERVICES.
4. REQUEST TO DISBAND THE CITY'S SELF-INSURANCE TRUST BOARD (AKA EMPLOYEE BENEFITS TRUST BOARD).
5. CITY COUNCIL'S 2012 VISION, MISSION STATEMENT, AND STRATEGIC INITIATIVES.
6. REQUEST FOR COUNCIL CONTINGENCY FUNDS TO BE USED FOR COMPLIMENTARY DUMPING PASSES, EMPLOYEE OVERTIME, AND OTHER OPERATIONAL EXPENSES FOR THE FIRST ANNUAL LOOKING GOOD COTTONWOOD CITY-WIDE SPRING CLEANUP.
7. SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY STEVE M. WALKER, APPLICANT FOR THE YAVAPAI COLLEGE FOUNDATION, FOR AN EVENT SCHEDULED FOR APRIL 13, 2012, AT THE COTTONWOOD RECREATION CENTER LOCATED AT 150 SOUTH 6TH STREET.
8. YAVAPAI/MAIN STREET QUIET TITLE ACTION - SETTLEMENT AGREEMENT WITH THE GREEN FAMILY TRUST.

XII. CLAIMS & ADJUSTMENTS

XIII. ADJOURNMENT

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

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

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

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



## PROCLAMATION

“Welcome Home Vietnam Veterans Day”

March 30, 2012

Whereas, the Vietnam War was fought in the Republic of South Vietnam from 1961 to 1975, and involved North Vietnamese regular forces and Viet Cong guerrilla forces in armed conflict with United States Armed Forces and the Army of the Republic of Vietnam; and

Whereas, by the end of 1965, there were 80,000 United States troops in Vietnam, and by 1969, a peak of approximately 543,000 troops was reached; and

Whereas, it is time for all of us in the spirit of pride and gratitude to recall the heroic accomplishments of the 58,195 service men and women whose names are listed on the Vietnam Memorial Wall; and

Whereas, we also wish to recognize the 623 men and women from the great State of Arizona who gave the ultimate sacrifice, and thank them for their unselfish devotion to duty; and,

Whereas, on March 30, 1973, the United States Armed Forces completed the withdrawal of combat units and combat support units from South Vietnam; and

Whereas, March 30, 2012, would be an appropriate day to honor those members of the United States Armed Forces who served with a “Welcome Home Vietnam Veterans Day.”

NOW, THEREFORE, I, DIANE JOENS, MAYOR of the City of Cottonwood, Arizona, on behalf of the Cottonwood City Council, do hereby proclaim March 30, 2012, as “Welcome Home Vietnam Veterans Day” in Cottonwood, Arizona, and call upon all citizens to honor and recognize the contributions of veterans who served in the United States Armed Forces in Vietnam during war and during peace, and to encourage the people of Sedona to observe “Welcome Home Vietnam Veterans Day” with appropriate ceremonies and activities that (a) provide the appreciation Vietnam War Veterans deserve – but did not receive upon returning home from the war – and (b) demonstrate the resolve that never again shall the Nation disregard and denigrate a generation of veterans.

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Diane Joens, Mayor

# The Coconino National Forest is NOT closing!



But where you can drive is changing...

April 2012

## Travel Management Rule (TMR)



The Travel Management Rule (TMR) 2005, requires the designation of roads, trails and areas open to motor vehicle use on **ALL** National Forests and Grasslands.

Designated roads, trails, and areas will be identified on the Motor Vehicle Use Map (MVUM), motor vehicle use off of the designated system is prohibited.

**Cross Country travel is NOT allowed!**

**Any travel off of a designated road or trail is considered cross country travel.**

**Motor Vehicle Use Map?** (MVUM) **A FREE MAP** updated every year.

The MVUM is the tool to notify the public where motorized use is legal.

**You are responsible to check the MVUM & make sure you only travel on the designated roads, trails & areas.**

- The MVUMs show limited information:
  - The open roads, trails, and areas
  - Designated camping corridors
  - Where motorized big game retrieval can occur

\*\*The Forest recommends use of the Forest Visitor Map (\$10.00) in conjunction with the MVUM for more Forest details and assistance with orientation on the forest.



### **What about motorized camping?**

Outside of developed campgrounds, motorized camping is limited to:

- Roadside parking (30-feet off of open roads as displayed on the MVUM)
- OR
- 300-foot-wide dispersed camping corridors have been designated
    - **613 miles of designated roads have camping corridors along one or both sides of the road**

### **What about Big Game Retrieval?**

Special regulations apply. **KNOW BEFORE YOU GO!**

- Big Game Retrieval only applies to bull and cow elk.
- Travel to retrieve a taken elk is only allowed in Game Units 6A, 6B, 7E, 7W, & 8.
- Only 1 mile off designated roads, 1 vehicle for 1 animal.

### **Permitted Use is Exempt:**

- Permitted uses on the Forest are still allowed. (This includes fuel wood!)
- Permit holders must follow permit guidelines.
- No resource damage may be incurred.



### **What is the Forest Service doing now?**

- Signing Road numbers on all roads and motorized trails.
- Signing Landmarks
- Planning for future information kiosks at major portals.
- Forest patrols and sharing information with you! For more information check our website or give us a call!

**Remember to get your FREE map April 2012!**

**Stay up to date with the website and be in touch with the District offices!**

**<http://www.fs.fed.us/r3/coconino/tmr.shtml>**

# City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	March 20, 2012
<b>Subject:</b>	Street Striping Contract Renewal
Department:	Development Services
From:	Morgan Scott, Development Services

## **REQUESTED ACTION**

Consider approval of the renewal of the contract with Traffic Safety Inc. to extend the existing contract for an additional year.

## **SUGGESTED MOTION**

I move to approve the renewal of the existing contract with Traffic Safety Inc. for a one year extension.

## **BACKGROUND**

On the March 15<sup>th</sup> 2011 meeting of the Cottonwood City Council the Council awarded a contract to Traffic Safety Inc. out of Prescott Valley, AZ for the bi-annual street striping of all Cottonwood City Streets. The contract also included placing thermoplastic on all City crosswalks and street arrows.

The contract also allowed for a one year renewal if both parties agree and the one year time line will expire March 23<sup>rd</sup> 2012. At this time the contract is being brought back to council for consideration of a one year renewal.

## **JUSTIFICATION/BENEFITS/ISSUES**

- Renewing the contract will allow City staff to operate under the existing contract without re-advertising and procuring a new contract.
- The existing price is satisfactory to the City.
- The contractor's work has been satisfactory.

## **COST/FUNDING SOURCE**

Highway User Revenue Fund (HURF)

## **ATTACHMENTS:**

Name:

Description:

Type:

- 📄 [2011\\_Contract\\_with\\_Traffic\\_Safety.pdf](#) Contract with Traffic Safety
- 📄 [3-20-12\\_Traffic\\_Safety\\_Letter.pdf](#) Letter from Traffic Safety

Backup Material  
Backup Material

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**CITY OF COTTONWOOD  
PUBLIC WORKS DEPARTMENT**

**CONTRACT FOR SERVICES**

THIS AGREEMENT, made and entered into this 23 day of MARCH, 2011, by and between the City of Cottonwood a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the CITY, and TRAFFIC SAFETY INC, organized and existing under and by virtue of the laws of the State of ARIZONA, hereinafter designated the CONTRACTOR.

WITNESSETH: That the said CONTRACTOR, for and in consideration of the sum to be paid him by the said CITY, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the Contract Documents provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

**ARTICLE I -- SCOPE OF WORK**

The work involves repainting longitudinal pavement markings on streets with existing pavement markings. A small quantity of new striping may be added. This is a one-year contract with an optional one-year extension requiring a mobilization on average every six months to paint approximately 303,000 LF of stripe per mobilization.

In addition, once a year, the contractor is to apply approximately 2000 lineal feet of thermoplastic cross walk and stop bars.

Included in this contract is reapplying miscellaneous markings such as turn arrows.

**ARTICLE II -- CONTRACT TIMES**

- A. The Effective Term of this Agreement is one year from date of the last signature with the option to extend for an additional year, subject to the availability of funds for the period beyond the current year and at the sole discretion of the Cottonwood City Council. If the CITY exercises its option to renew the agreement for an additional year, the successful bidder's compensation may be increased by up to three percent (3%) for the new term if successful bidder demonstrates to the CITY's satisfaction that its costs of providing the services contemplated under this request for bids have increased by that amount. In no case, however, shall any increase awarded exceed three percent (3%).
- B. Throughout its term this agreement may be cancelled by either party at the end of thirty (30) days after the receipt of written notice by the other party. There shall be no penalty to the canceling party for such early termination nor shall the other party be entitled to any

damages due to the early cancellation. In the event that the CITY gives notice of cancellation, it shall only be responsible for paying any outstanding charges for work completed, in accordance with this agreement, no later than 5:00 pm, on the day following receipt of notice of cancellation.

### **ARTICLE III – INDEMNIFICATION AND INSURANCE**

- A. The CONTRACTOR assumes and agrees to hold harmless, indemnify and defend the CITY, its officers, agents and representatives from and against all losses, claims, demands, payments, suits, actions for recovery, judgments and all liability of every kind, nature, and description for injury to persons including wrongful death, or damage to property or both occurring during or in consequence of the performance by the CONTRACTOR where such injury or damage is due to any defect in services delivered hereunder, or to the action or negligence of the CONTRACTOR, its employees, subcontractors, or agents. The CITY assumes no liability, obligation, or responsibility of any nature, whatsoever, in connection with this contract except for payment of price or consideration as stated or referred to herein.
- B. The CONTRACTOR shall provide and maintain, and cause its subcontractors to provide and maintain, the following minimum insurance coverage in accordance with the Certificate of Insurance included in the Bid Package:
  - B.1. Comprehensive general liability insurance with a minimum combined single limit of one million dollars (\$1,000,000) each occurrence. The policy shall include coverage for bodily and personal injury, broad form property damage, blanket contractual, CONTRACTOR'S protective, and products and completed operations.
  - B.2. Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to CONTRACTOR'S vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of a Contract.
  - B.3. Worker's Compensation (statutory limits), and Employer's Liability Insurance (\$500,000 each occurrence).
- C. Additional insurance coverage may be required at the CITY'S discretion where the services to be performed are deemed to be hazardous in nature.
- D. The policies required by section B.1. and B.2. shall name the CITY, and its respective agents, officials, and employees as additional insured, and shall specify that the insurance afforded CONTRACTOR shall be primary insurance and that any insurance coverage carried by the CITY or its employees shall be excess coverage and not contributory insurance to that provided by the CONTRACTOR. Said policy shall contain a severability of interests provision.
- E. Failure on the part of the CONTRACTOR to procure and maintain the required liability

insurance and provide proof thereof to the CITY within thirty (30) days following the commencement of a new policy period, shall constitute a material breach of a Contract upon which the CITY may immediately terminate the Contract. Prior to the effective date of the Contract, the CONTRACTOR shall furnish the CITY with copies of the State of Arizona Certificate of Insurance (RM-7200.1), drawn in conformity with the above insurance requirements. The CITY reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.

#### **ARTICLE IV -- CANCELLATION OF AGREEMENT**

Pursuant to A.R.S. Section 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Contract is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of one of the parties at any time while the Contract or any extension of the Contract is in effect, becomes an employee or agent of any other party to the Contract in any capacity, or a Consultant to any other party of the Contract with respect to the subject matter of the Contract.

#### **ARTICLE V -- NON-DISCRIMINATION**

The CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, and Federal Executive Order No. 11246, State Executive Order No. 94-4, and A.R.S. Section 41-1461 et. Seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have access to employment opportunities. The CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The CONTRACTOR shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and with the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of handicap in delivering contract services.

## ARTICLE VI -- NOTICE

Any notice given in connection with this Contract shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated below. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

Contractor

c/o Russel Hardy

8901 Laredo Dr

Prescott Valley AZ, 86314

City of Cottonwood

c/o 827 N. MAIN ST

COTTONWOOD AZ 86326

## ARTICLE VII -- CHOICE OF LAW AND VENUE

Any dispute under this Contract or related to this Contract shall be decided in accordance with the laws of the State of Arizona and filed with the Arizona Superior Court of Yavapai County.

## ARTICLE VIII -- SEVERABILITY

If any part of this Contract shall be held unenforceable, the rest of the Contract will nevertheless remain in full force and effect.

## ARTICLE IX -- PAYMENT

The CONTRACTOR agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Bid. The Bid is attached hereto as Exhibit A. Payment for services shall be made by the CITY within thirty (30) days after receipt of a proper invoice. The CONTRACTOR will normally be utilized a minimum of two times annually and on an as needed basis with no guarantee regarding the amount of pavement markings to be completed.

## ARTICLE X -- VERIFICATION OF EMPLOYMENT ELIGIBILITY

As required by Arizona Revised Statutes Section 41-4401 (Government procurement; E-verify requirement; definitions) the Contractor warrants that it complies with all federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Contractor. The Contractor acknowledges that a breach of this

warranty by Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the City. The City retains the legal right to inspect the papers of any Contractor, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that the Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

#### **ARTICLE XI – 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 agreement and exercise other remedies as provided by law, in accordance with A.R.S. §§35-391.06 and 35-393-06.

#### **ARTICLE XII – SPECIFICATIONS**

1. The paint used shall be water-based paint for street striping. All work and materials shall conform in its entirety to Section 708 of the Standard Specifications for Road and Bridge Construction, ADOT Highways Division, latest edition.
2. The glass beads will be mechanically applied at the rate of 6-8 lbs./gallon of paint. (Hand spreading will not be allowed.)
3. The paint shall be applied at the rate of 250 to 300 feet per gallon.
4. The yellow stripes shall be 4" in width and white stripes 6" in width. Where skip dash is applied, the dash will be 10' long with a 30' skip.
5. Once a mobilization for striping work is started, it shall be completed at that time.
6. The City forces will pre-sweep the areas to be striped prior to the application of the paint.
7. Temporary traffic control shall be per the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) Part 6 for short duration and mobile work. The paint truck and shadow vehicles shall have amber warning beacons or strobes and warning signs. Warning signs and/or cone placement shall be appropriate to advise drivers to stay-off the wet paint. Claims of paint damage to vehicles will be the responsibility of the Contractor per Article III of the contract.
8. The work areas are the following streets:

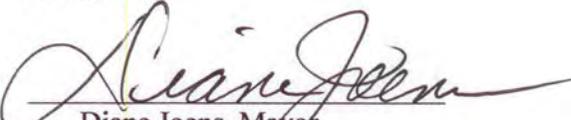
S 6 <sup>th</sup> Street	Camino Real	Rio Mesa Trail
N 10 <sup>th</sup> Street	E Cottonwood St	Rocking Chair Rd
S 12 <sup>th</sup> Street	Cove Parkway	Rodeo Dr
Old Hwy 279	Fir Street	Silverado Dr
E Aspen St	Main St (non-ADOT segment)	Thousand Trails Rd
Bill Gray Rd	Mingus Ave	Villa Drive
Black Hills Dr	Monte Tesoro	Willard St

9. Where lines are wider than 6", such as turn lanes, they shall be paid for using the 6" wide stripe unit cost adjusted for greater width. Example: 9" wide lines will be paid at 1.5 times the cost of a 6" wide line.
10. Crosswalks and stop bars are to be 18" wide thermoplastic material and shall conform to Section 708 of the Standard Specifications for Road and Bridge Construction, ADOT Highways Division, latest edition.
11. The latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) shall be the reference for the geometrics of new pavement markings. The contractor is advised that the city is converting some existing, white edge stripe to official bike lanes.

The CONTRACTOR shall secure and pay for all applicable Federal, State, County, or local permits and licenses, including a CITY BUSINESS LICENSE, and comply with all applicable Federal, State, County, or local laws, codes, ordinances, regulations, and safety standards.



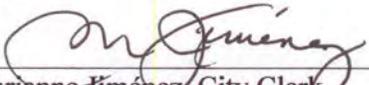
City of Cottonwood

By:   
Diane Joens, Mayor

3-23-11

Date of Signing

Attest:

  
Marianne Jiménez, City Clerk

Approved as to form:

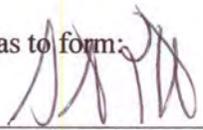
By:   
Steve Horton, Esq., City Attorney

EXHIBIT A

BID

The quantities in the schedule below are the approximate length of stripe to be painted per outing. The low bid will be determined based on the "total cost" for the one-year contract.

Item	Approximate Frequency	No. of Mobilizations	Quantity/ Mobilization	Quantity for 1 yr. period	Unit Cost	Annual Cost
Painted 6" stripe - White	6 mo.	2	80,500 LF	161,000 LF	\$.08	\$12,880.00
Painted 4" stripe - Yellow	6 mo.	2	222,500 LF	445,000 LF	\$.058	\$25,810.00
Thermoplastic cross walks 18"	12 mo	1	2000 LF	2000 LF	\$1.68	\$3,360.00
Arrow Thermoplastic	12 mo	1	64 EA	64 EA	\$68.00	\$4,352.00
<b>TOTAL COST</b>						<b>\$46,402.00</b>

Bids shall include sales tax and all other applicable taxes and fees. No compensation for work performed "out of the field" will be allowed unless Contractor receives written approval from the CITY before conducting work "out of the field". No additional charges for lodging, per diem, shipping, mailing or other costs incurred by the Contractor will be allowed.

The undersigned bidder certifies that this bid is made in good faith, without collusion or connection with any other person or persons bidding on the work.

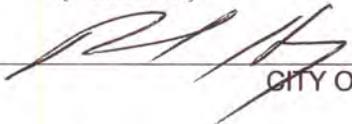
Respectfully Submitted:

Bidder: Traffic Safety Inc  
Name) \_\_\_\_\_ (Company)

Address: 8901 E Laredo Dr  
Prescott Valley AZ 86314

Phone: 928-775-0813

Representative: Russel Hardy  
(Print Name)

Signature:   
CITY OF COTTONWOOD



**Traffic Safety, Inc.**

8901 Laredo Drive • Prescott Valley, AZ • 86314  
Office: (928) 775-0813 Fax: (928) 772-8570

February 22, 2012

City of Cottonwood  
Public Works Department

Re: City of Cottonwood Annual Striping Contract.

Dear Mr. Scott:

In accordance with the contract specifications and extension clause, Traffic Safety Inc. wishes to renew the contract for the 2012 season.

We are willing to renew the contract at the current pricing.

Sincerely,

Russel Hardy  
President  
Traffic Safety Inc.

## City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	March 20, 2012
<b>Subject:</b>	OldTown Jail - Award of Bid for Renovation and ADA Upgrades
Department:	Development Services
From:	Engineering Dept - Scott Mangarpan, Project Manager

### **REQUESTED ACTION**

Award of bid for the renovation and ADA upgrades of the Old Town Jail to JE Bowen Construction, LLC in the amount of \$50,600, subject to final review and approval of the construction contract by the City Attorney.

### **SUGGESTED MOTION**

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

"I move to award the bid for the renovation and ADA upgrades of the Old Town Jail to JE Bowen Construction, LLC in the amount of \$50,600, subject to final review and approval of the construction contract by the City Attorney."

### **BACKGROUND**

J.E. Bowen Construction of Mesa was the lowest bidder out of nine bidders (see attached bid and Solicitation Tabulation).

This renovation was designed to bring the Old Town Jail up to current ADA and building codes as well as provide some upgrades to allow it to be leased out for possible retail use. The ADA upgrades will include renovation of the single restroom as well as enlarged door openings. The general renovation will include electrical and HVAC upgrades as well as repairs to the existing chimney. The existing roof shingles will be replaced and the exterior block work on the 70's addition will be covered with a mortar wash. An exterior patio will be constructed at the rear of the building with a new doorway and ramp to provide access from inside.

### **JUSTIFICATION/BENEFITS/ISSUES**

This renovation was designed to bring the Old Town Jail up to current ADA and building codes as well as provide some upgrades to allow it to be leased out for possible retail use.

**COST/FUNDING SOURCE**

Cost for this construction project will be \$50,600, funded by the Capital Fund. Separately we will be spending approximately \$5,000 for asbestos and lead paint abatement and monitoring.

**ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">Bowen Bid 1.pdf</a>	J.E. Bowen Construction Bid	Backup Material
<a href="#">Solicitation Tabulation Form.pdf</a>	Solicitation Tabulation	Backup Material
<a href="#">Old Town Jail Renovation - Sheet Cover.pdf</a>	Construction Drawings - Cover Sheet	Backup Material
<a href="#">Old Town Jail Renovation - Sheet 1.pdf</a>	Construction Drawings - Sheet 1	Backup Material
<a href="#">Old Town Jail Renovation - Sheet 2 3.pdf</a>	Construction Drawings - Sheets 2 & 3	Backup Material

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Name of Contractor: J.E. Bowen Construction LLC

Signature: 

By: Jason Bowen

Title: President

Business Address: P.O. Box 13696

Mesa, AZ 85216-3696

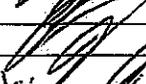
Telephone: 480-393-3443

Bidder shall signify the receipt of all Addenda (if any):

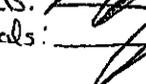
Addenda No.: 1

Bidder's Initials: 

Addenda No.: 2

Bidder's Initials: 

Addenda No.: 3

Bidder's Initials: 

Addenda No.: 4

Bidder's Initials: 

Addenda No.: 5

Bidder's Initials: 

## CONTINUATION SHEET

**BID BREAKDOWN - To be provided within 24 hours of bid acceptance**  
**PROJECT: REMODEL OF CITY FACILITY "Old Town Jail"**  
**1101 NORTH MAIN STREET, COTTONWOOD, ARIZONA**

In compliance with the Instructions to Bidders, the undersigned submits the following bid breakdown:

• 1. Demolition	<u>\$ 1,000</u>	<u>JE Bowen Construction</u>
• 2. Site-Work	<u>\$ 600</u>	<u>JE Bowen Construction</u>
• 3. Concrete	<u>\$ 4,200</u>	<u>JE Bowen</u>
• 4. Misc Steel	<u>\$ 1,800</u>	<u>JE Bowen Construction</u>
• 5. Carpentry	<u>\$ 4,000</u>	<u>JE Bowen Construction</u>
• 6. Masonry	<u>\$ 4,600</u>	<u>JE Bowen</u>
• 7. Carpet	<u>\$ 600.00</u>	<u>JE Bowen</u>
• 8. Misc Finishes	<u>\$ 1,000</u>	<u>JE Bowen Construction</u>
• 9. Painting	<u>\$ 1,600</u>	<u>JE Bowen</u>
• 10. HVAC	<u>\$ 5,500</u>	<u>JE Bowen Construction</u>
• 11. Electrical	<u>\$ 500.00</u>	<u>JE Bowen Construction</u>
• 12. Other	<u>\$ 2,900</u>	<u>JE Bowen Plumbing</u>

Submitted By:

JE Bowen Construction LLC  
Contractor

By:

Jim Bowen  
Title: President

## LIST OF SUBCONTRACTORS AND MATERIAL VENDORS

**PROJECT: RENOVATION OF THE COTTONWOOD OLD TOWN JAIL**

In compliance with the Instructions to Bidders, the undersigned submits the following names of Subcontractors and Material Vendors in a sealed envelope to be used in performing the work for the above referenced project.

SUBCONTRACTOR'S OR MATERIAL VENDOR'S WORK	SUBCONTRACTOR'S NAME
1. <u>Demolition</u>	<u>J.E. Bowen Construction</u>
2. <u>Site-Work</u>	<u>J.E. Bowen Construction</u>
3. <u>Concrete</u>	<u>Je Bowen</u>
4. <u>Misc Steel</u>	<u>J.E. Bowen Construction</u>
5. <u>Carpentry</u>	<u>J.E. Bowen Construction</u>
6. <u>Masonry</u>	<u>Je Bowen</u>
7. <u>Carpet</u>	<u>Je Bowen</u>
8. <u>Misc Finishes</u>	<u>J.E. Bowen Construction</u>
9. <u>Painting</u>	<u>Je Bowen</u>
10. <u>HVAC</u>	<u>J.E. Bowen Construction</u>
11. <u>Electrical</u>	<u>J.E. Bowen Construction</u>
12. <u>Other</u>	<u>Plumbing / Je Bowen</u>

Submitted By:

J.E. Bowen Construction LLC  
Contractor

By: 

Title: President

**DISCLOSURE OF RESPONSIBILITY STATEMENT**

A. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

NA

B. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the contractor.

NA

C. List any convictions or civil judgments under state or federal antitrust statutes.

NA

D. List any violations of contract provisions such as failing to perform (without good cause), or unsatisfactory performance, in accordance with the specifications of a contract.

NA

E. List any prior suspensions or debarments by any governmental agency.

NA

F. List any contracts not completed on time.

NA

G. List any penalties imposed for time delays and/or quality of materials and workmanship.

NA

H. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

NA

I. Jason Bowen, as President  
Name of individual Title & Authority

of J.E. Bowen Construction LLC, declare under oath that the above statements, including  
Company Name

any supplemental responses attached hereto, are true.

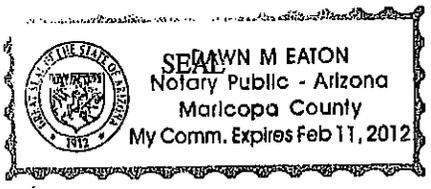
By: [Signature]  
(Signature of Individual/Representative)

STATE OF: Arizona )  
) ss.  
COUNTY OF: Maricopa )

On this the 2 day of February, 20 12, before me, the undersigned NOTARY PUBLIC, personally appeared Jason Bowen, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Dawn M Eaton  
NOTARY PUBLIC  
My Commission Expires: 2-11-2012



NON-COLLUSION AFFIDAVIT

STATE OF: Arizona )
) ss
CITY OF: mesa )

Jason Bowen
(Name of Company, Representative)

being first duly sworn, deposes and says:

That she/he is President of J.E. Bowen Construction LLC
(Title) (Name of Company)
and

That pursuant to Section 112 (C) of Title 23 USC or other applicable laws, he/she certifies as follows:

That neither he/she nor anyone associated with the said

J.E. Bowen Construction LLC
(Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding for the bid for the:

Renovation of the Cottonwood Old Town Jail located at 1101 North Main Street, Cottonwood, AZ 86326

This bid is genuine and not made in the interest of or on behalf of any undisclosed firm or corporations and is not submitted to conform to any agreement or rules of any group, association, organization or corporation. Bidder has not submitted a false bid or solicited whether directly or indirectly with any other Bidder to submit a false bid which would give one particular bid any advantage over others or the owner.

By: [Signature]
(Signature of Individual/Representative)

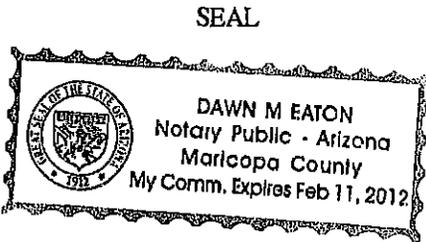
STATE OF: Arizona )
) ss.
COUNTY OF: maricopa )

On this the 2 day of February, 20 12, before me, the undersigned NOTARY PUBLIC, personally appeared Jason Bowen, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Dawn M Eaton
NOTARY PUBLIC

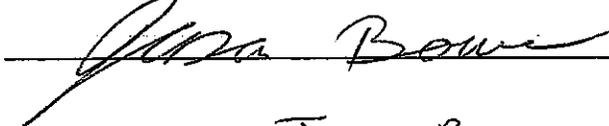
My Commission Expires: 2-11-2012



## CONTRACTOR E-VERIFY STATEMENT

As required by Arizona Revised Statutes Section 41-4401 (Government procurement; E-verify requirement; definitions) CONTRACTOR warrants that it complies with all Federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to CONTRACTOR. CONTRACTOR acknowledges that a breach of this warranty by CONTRACTOR or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by OWNER. OWNER retains the legal right to inspect the papers of CONTRACTOR, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of CONTRACTOR and each subcontractor and sub-subcontractor who works on this Contract, to ensure that CONTRACTOR and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

**AUTHORIZED SIGNATURE:**

  
\_\_\_\_\_

**PRINTED NAME:** Jason Bowen

**DATE:** 2-2-12

**TITLE:** President

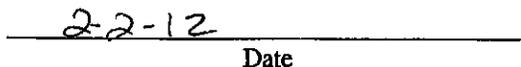
## CERTIFICATE OF INSURABILITY

I hereby certify that as an Offeror to City of Cottonwood (City) for Solicitation No. 2012-PW-12, Renovation of the Cottonwood Old Town Jail, I am fully aware of insurance requirements contained in the Contract and by the submission of this offer. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that I may not be considered for further projects by City.

  
Signature of Offeror

  
Company

  
Date

ARIZONA STATUTORY BID BOND FOR CONSTRUCTION  
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES

KNOW ALL MEN BY THESE PRESENTS THAT J E Bowen Construction LLC  
(hereinafter "Principal"), as Principal and Employers Mutual Casualty Company  
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Iowa  
with its principal offices in the City of Des Moines holding a certificate of  
authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to  
Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Cottonwood  
(hereinafter "Obligee"), in the sum in the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted  
by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety  
bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has submitted a bid for

**Cottonwood Old Town Jail (Renovation)  
2012PW12**

NOW THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a  
contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of  
insurance as specified in the standard specifications or Contract Documents with good and sufficient surety for the  
faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution  
of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and  
certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond  
between the amount specified in the proposal and such larger amount for which the Obligee may in good faith  
contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it  
remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section  
34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the  
provisions of that section to the extent as if it were copied at length herein.

Witness our hands this 2 of February 2012

J E Bowen Construction LLC  
PRINCIPAL SEAL

By: [Signature]

Title: President

Employers Mutual Casualty Company

SURETY SEAL

By: [Signature]

Diane L. Arment / Attorney-in-fact

RAFFENBARGER & WALDEN, LLC

AGENCY OF RECORD

1121 E. Missouri Avenue, Suite #102

Phoenix, Arizona 85014

AGENCY ADDRESS

**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT**

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**ANDREW J. PAFFENBARGER, SCOTT WAREING, JOSEPH A. CLARKEN, III, DIANE L. ARMENT, JENNIFER CASTILLO, INDIVIDUALLY PHOENIX, ARIZONA**.....

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

**ANY AND ALL BONDS**

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2014 unless sooner revoked.

**AUTHORITY FOR POWER OF ATTORNEY**

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 20TH day of JANUARY, 2011.

Seals



*Bruce G. Kelley*  
 \_\_\_\_\_  
 Bruce G. Kelley, Chairman  
 of Companies 2, 3, 4, 5 & 6; President  
 of Company 1; Vice Chairman and  
 CEO of Company 7

*Michael Freel*  
 \_\_\_\_\_  
 Michael Freel  
 Assistant Vice President/  
 Assistant Secretary

On this 20TH day of JANUARY AD 2011 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.  
 My Commission Expires March 13, 2014.

*Laurel A. Bloss*  
 \_\_\_\_\_  
 Notary Public in and for the State of Iowa

**CERTIFICATE**

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on January 20, 2011 on behalf of Andrew J. Paffenbarger, Scott Wareing, Joseph A. Clarken, III, Diane L. Arment, Jennifer Castillo are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2 day of February, 2012.

*J. D. Clough*  
 \_\_\_\_\_  
 Vice President

STATE OF ARIZONA

Office of the

Registrar of Contractors

License No. ROC241368

This is to Certify That

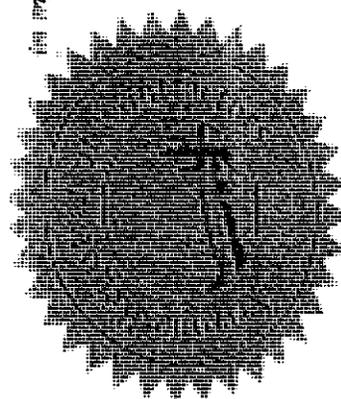
J E BOWEN CONSTRUCTION L L C

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

B-01

GENERAL COMMERCIAL CONTRACTOR

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, this 17TH day of JANUARY, 2008.



*Adolis V. Aranda*

DIRECTOR

Office of the

Registrar of Contractors

License No. ROC259562

This is to Certify That

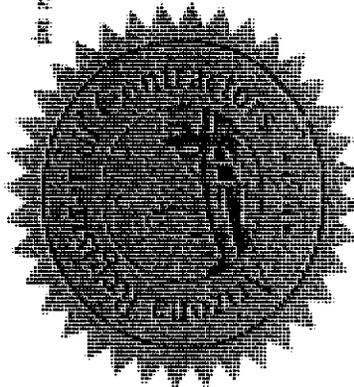
J E BOWEN CONSTRUCTION LLC

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

L-11  
ELECTRICAL

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors

this 5TH day of NOVEMBER, 2009.



William A. Mandell

DIRECTOR  
ARIZONA REGISTRAR OF CONTRACTORS

# STATE OF ARIZONA

## Office of the Registrar of Contractors

License No. ROC 269982

*This is to Certify That*

J E Bowen Construction LLC

DBA (if any)

*Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of*

K-37

Plumbing

*Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors*

*in my office, City of Phoenix, on 01/04/2011*



*William A. Mandel*

DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

Office of the

License No. ROC241367

Registrar of Contractors

This is to Certify That

J E BOWEN CONSTRUCTION L L C

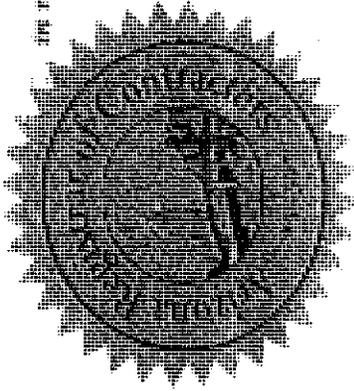
having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

L-39

AIR CONDITIONING AND REFRIGERATION

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors

in my office, City of Phoenix, this 17TH day of JANUARY, 2008.



*Adelbi V. Garcia*

DIRECTOR

# City of Cottonwood

## SOLICITATION TABULATION

Project Name: Renovation of the Cottonwood Old Town Jail

Solicitation Number: 2012-PW-12

Solicitation Opening Date: February 2, 2012 @ 4:00 p.m.

Firm Name	Bid Amount	Bond Enclosed?	Addenda Ack?	Sub List?
Amon Builders	\$74,000	Y	Y	Y
JE Bowen Construction, LLC	\$50,600	Y	Y	Y
Woodruff Construction	\$57,800	Y	Y	Y
Flagstaff Design & Construction, Inc.	\$52,399	Y	Y	Y
SDB, Inc.	\$57,485	Y	Y	Y
Venturelli Building & Design	\$59,541	Y	4 of 5	Y
Jericho Construction	\$69,250	Y	Y	Y
Kocisko Construction	\$99,250	Y	Y	Y
Tierra Verde Builders	\$75,200	Y	4 of 5	Y

Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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RENOVATIONS TO THE:  
**OLD COTTONWOOD JAILHOUSE**  
1101 NORTH MAIN STREET COTTONWOOD ARIZONA 86326



**CHRISTIAN VERNOSKY ARCHITECTS, LLC**  
411 SOUTH FOURTEENTH STREET COTTONWOOD, AZ 86326  
928-634-8318

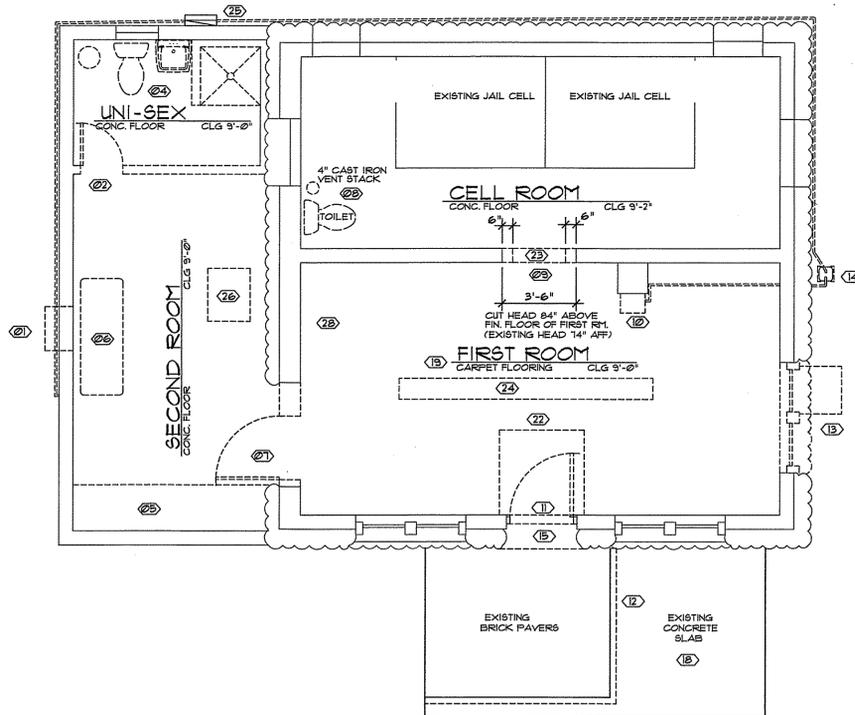


**CHRISTIAN VERNOSKY ARCHITECTS**  
 411 SOUTH FOURTEENTH STREET COTTONWOOD, AZ 86326  
 928-634-8318

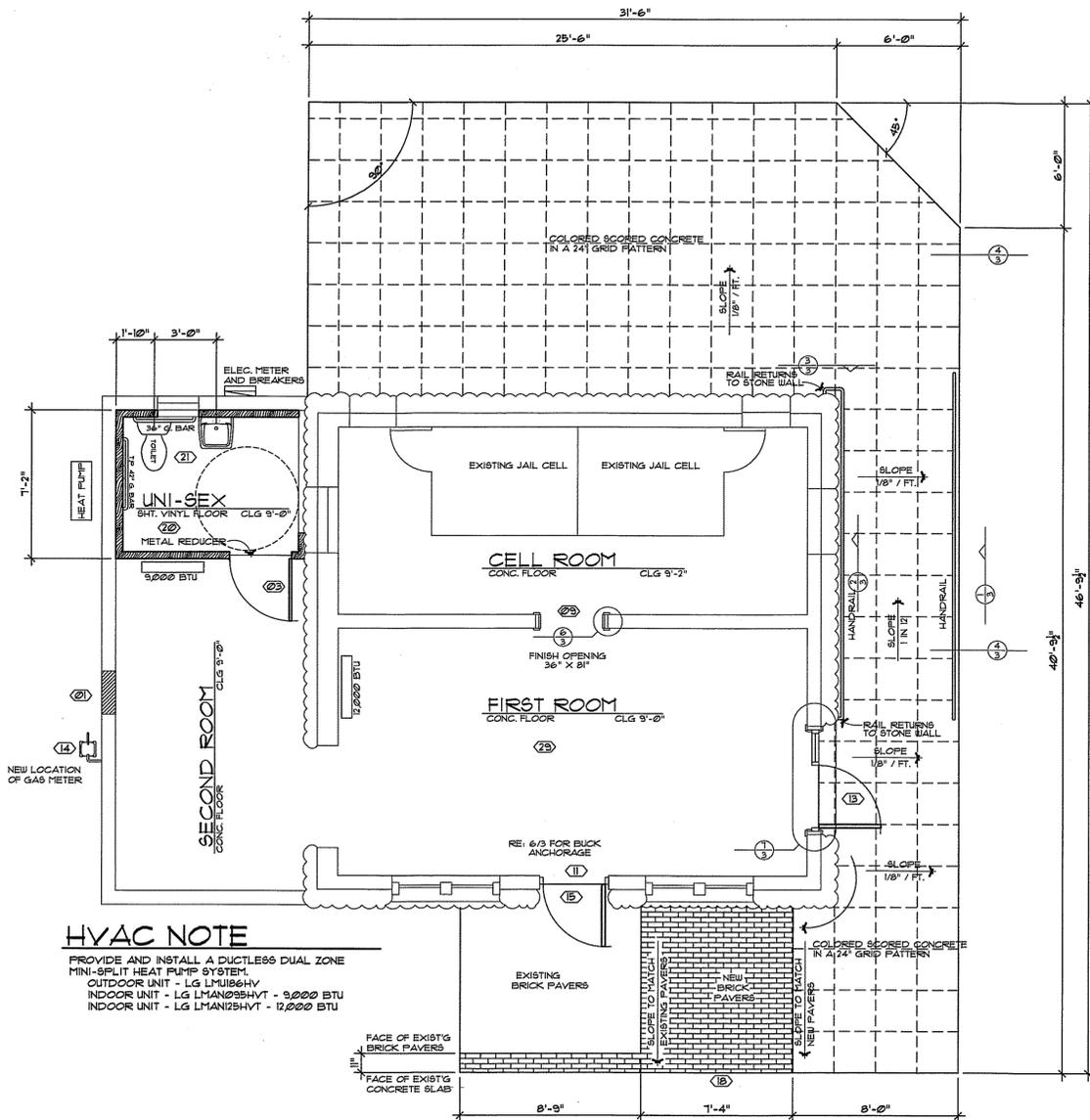
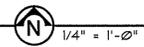
**RENOVATIONS TO THE:  
 OLD COTTONWOOD JAILHOUSE**  
 1101 NORTH MAIN STREET COTTONWOOD, ARIZONA 86326

**LEGEND**

- WALLS OR OTHER ITEMS TO REMAIN
- WALLS OR OTHER ITEMS TO BE REMOVED
- ▨ NEW 2X4 PARTITIONS WITH SOUND BATTS



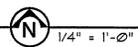
**DEMOLITION PLAN**



**HVAC NOTE**

PROVIDE AND INSTALL A DUCTLESS DUAL ZONE MINI-SPLIT HEAT PUMP SYSTEM:  
 OUTDOOR UNIT - LG LHM106HY  
 INDOOR UNIT - LG LHM109SHVT - 3,000 BTU  
 INDOOR UNIT - LG LHM121SHVT - 12,000 BTU

**CONSTRUCTION PLAN**

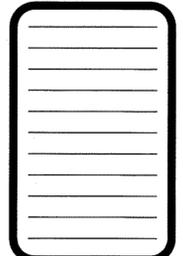


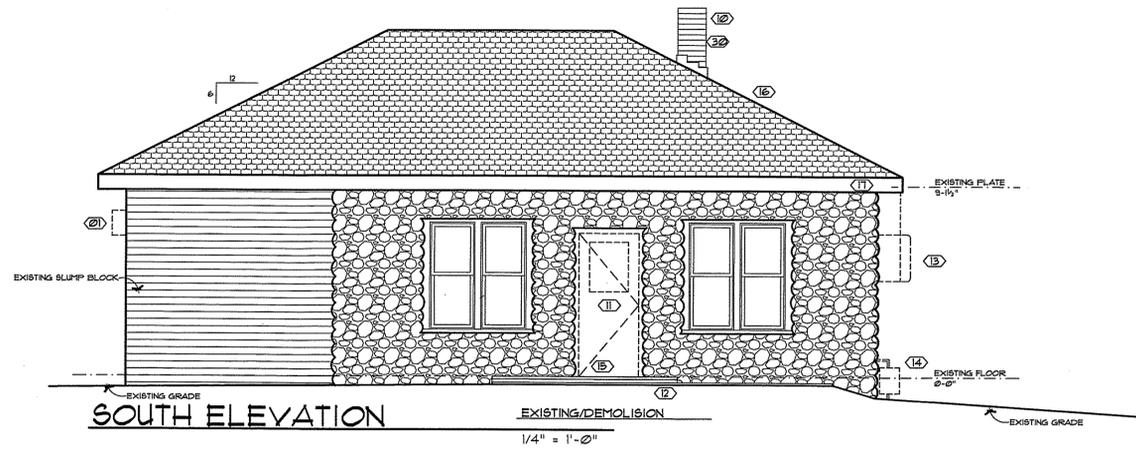
**DEMOLITION AND CONSTRUCTION NOTES**

- 21 REMOVE EXISTING WALL MOUNTED AIR CONDITIONING UNIT - INFILL WITH MASONRY TO MATCH ADJACENT SURFACE
- 22 REMOVE EXISTING HOLLOW CORE DOOR AND FRAME - AND DRYWALLED WOOD FRAMED PARTITION
- 23 FRAME 2X4 WALLS AS SHOWN - 1/2" DRYWALL WITH LIGHT KNOCK-DOWN TEXTURE - PATCH CEILING AS REQUIRED - INSTALL 3068 SC PRIME COAT DOOR IN FINGER-JOINT JAMBS TO MATCH WALL THICKNESS - INSTALL 'STEAMLINE' CASING AT BOTH SIDES
- 24 REMOVE ALL PLUMBING FIXTURES, ACCESSORIES AND WATER HEATER - SEE PLUMBING FIXTURE SCHEDULE AND INTERIOR ELEVATIONS FOR REPLACEMENT FIXTURES AND ADDITIONAL ACCESSORIES
- 25 REMOVE EXISTING WOOD SHELVEING - PATCH WALL AS REQUIRED - SEE PAINT NOTES
- 26 REMOVE EXISTING METAL SINK UNIT - CAP DRAIN LINE AT WALL - PROVIDE ANGLE STOPS AT WATER SUPPLY LINES
- 27 REMOVE EXISTING DOOR AND FRAME WALL - PATCH AS REQUIRED - SEE PAINT NOTES
- 28 REMOVE EXISTING TOILET AND CAST IRON VENT STACK - CUT OF PLUMBING 6" BELOW FLOOR LINE AND CAP AS REQUIRED - PATCH CONCRETE FLOOR
- 29 CUT CONCRETE WALL AS DIMENSIONED - CASE NEW OPENING PER DETAIL 6/3
- 30 REMOVE EXISTING GAS FIRED HEATER AND DUCT WORK - PATCH MASONRY AS REQUIRED - MATCH WALL TEXTURE - REMOVE GAS LINE AND PATCH CONCRETE AND STONE WALLS
- 31 REMOVE EXISTING WOOD DOOR, JAMBS AND THRESHOLD - REPLACE WITH 3068 SC SINGLE LITE DOOR - REFER TO EXIT DOOR DETAILS ON SHEET THREE
- 32 REMOVE WOODEN REDUCER STRIP
- 33 REMOVE EXISTING WINDOW AND EVAPORATIVE COOLER - CUT AND PATCH STONE/CONC. WALL AS REQUIRED - INSTALL DOOR UNIT PER DETAILS ON SHEET THREE
- 34 RELOCATE GAS METER TO WEST SIDE OF BUILDING - REMOVE EXISTING GAS LINE AND SUPPORT BRACKETS - PATCH STONE AND MASONRY WALLS WITH
- 35 REMOVE AND REPLACE EXISTING BRICK PAVERS - SLOPE PAVERS TO MATCH EXISTING CONCRETE FLOOR
- 36 REMOVE EXISTING ASPHALT SHINGLES AND UNDERLAYMENTS - RESHINGLE WITH WHITE GAP THREE TABS OVER 1/2 LB FELT
- 37 REMOVE AND REPLACE WOOD FASCIA AND DAMAGED DKS ROOF SHEATHING - REPAIR 'BIRD BLOCKS' AS REQUIRED
- 38 INSTALL BRICK PAVERS TO MATCH EXISTING OVER EXISTING CONCRETE SLAB
- 39 REMOVE EXISTING 12X12 CEILING TILES - REPLACE WITH 1/2" CEILING BOARD - TAPE AND APPLY A MEDIUM KNOCK-DOWN TEXTURE
- 40 INSTALL SHEET VINYL AND VINYL COVE BASE - OWNER TO SELECT - PROVIDE A 1/2" TO ALL JOINTS
- 41 RELOCATE PLUMBING FIXTURES AS DIMENSIONED ON PLAN AND INTERIOR ELEVATIONS
- 42 REMOVE EXISTING CERAMIC TILE AND GLUE DOWN CARPET - PATCH FLOOR AS REQUIRED
- 43 REMOVE EXISTING CONCRETE THRESHOLD/REDUCER - REPLACE WITH 6" WIDE ALUMINUM REDUCER STRIP
- 44 REMOVE AND REPLACE EXISTING LIGHT FIXTURES
- 45 REMOVE EXISTING 1/4" WATER SUPPLY LINE TO EVAP. COOLER - PATCH WALL AND RAFTERS/BLOCKING
- 46 CUT DRYWALL - FRAME IN 24" X 30" ATTIC ACCESS SCUTTLE BETWEEN EXISTING CEILING JOISTS - HEADER OFF AS REQ'D
- 47 MORTAR WASH EXISTING SLUMP BLOCK AND LINE BLOCK WALLS ON WEST ADDITION
- 48 REMOVE ENOUGH EXISTING ROOF SHEATHING IN ATTIC BETWEEN OLD STONE VENEERED BUILDING AND BLOCK WALLED ADDITION TO PROVIDE MAN ACCESS AND PROPER VENTILATION BETWEEN ATTIC SPACES
- 49 INSULATE ALL ATTIC SPACES WITH R-38 BATTS OR BLOWN INSULATION
- 50 DISMANTEL EXIST. CHIMNEY, REPOINT BRICKS AND RECONSTRUCT CHIMNEY. INSTALL NEW CAP AND COUNTER FLASHINGS.

**GENERAL NOTES**

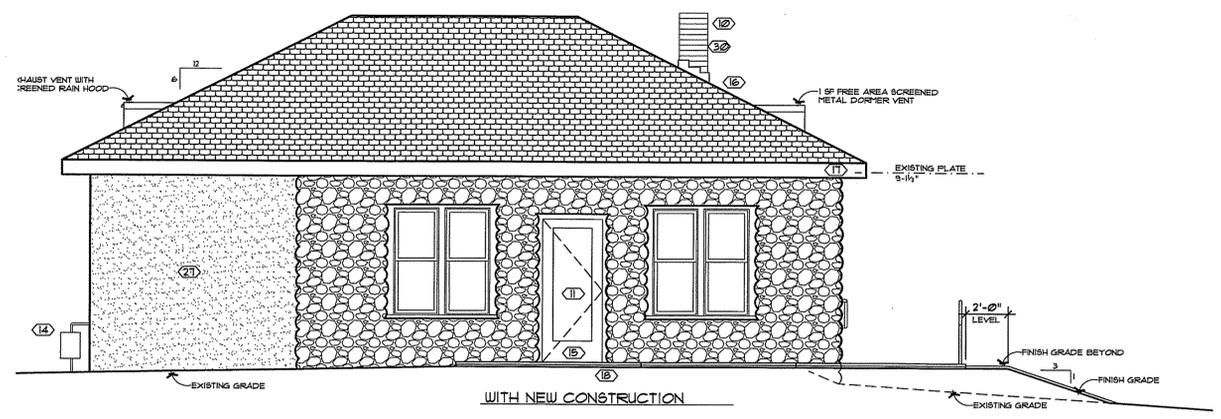
ALL WORK ON THIS PROJECT SHALL BE DONE IN STRICT CONFORMANCE WITH ALL ADOPTED CODES AND ORDINANCES. CONTRACTOR SHALL REMOVE EXISTING SIGNAGE ON SOUTH WALL - OWNER'S REP WILL TAKE DELIVERY ON SITE. ALL NECESSARY BACKFILL SHALL BE CLEAN - SIMILAR IN QUALITY TO THE EXISTING PAD ON NORTH SIDE - BACKFILL SHALL BE RAKED SMOOTH READY FOR SEEDING BY OWNER. ALL NECESSARY BACKFILL SHALL BE CLEAN - SIMILAR IN QUALITY TO THE EXISTING PAD ON NORTH SIDE - BACKFILL SHALL BE RAKED SMOOTH READY FOR SEEDING BY OWNER.



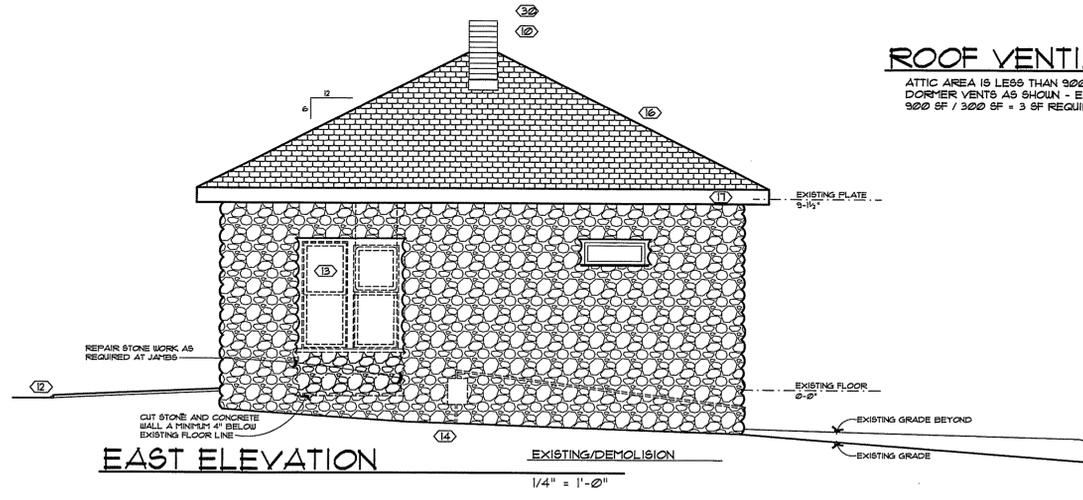


**SOUTH ELEVATION**

EXISTING/DEMOLITION  
1/4" = 1'-0"



**WITH NEW CONSTRUCTION**

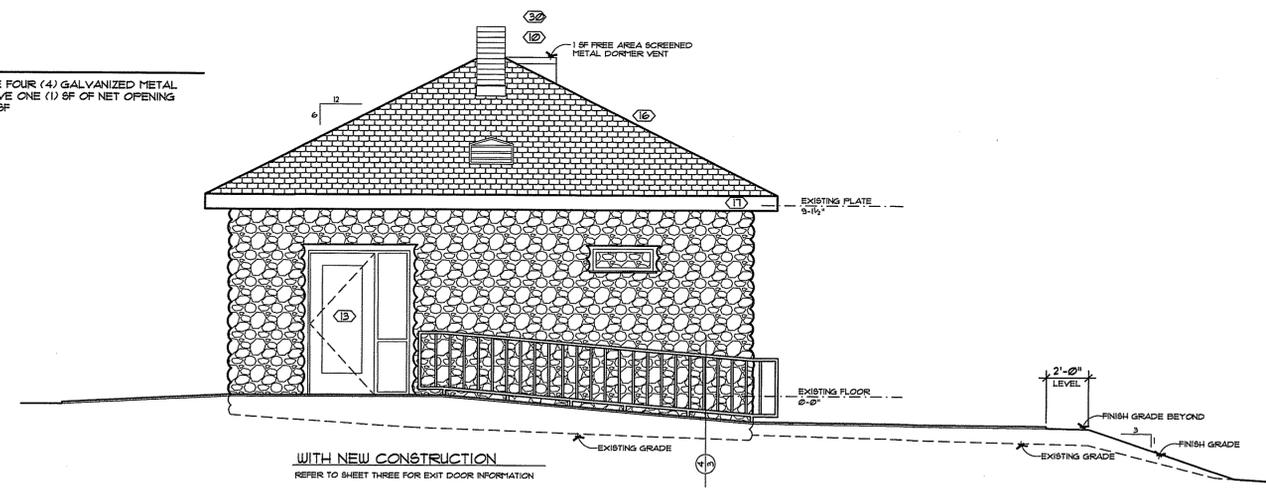


**EAST ELEVATION**

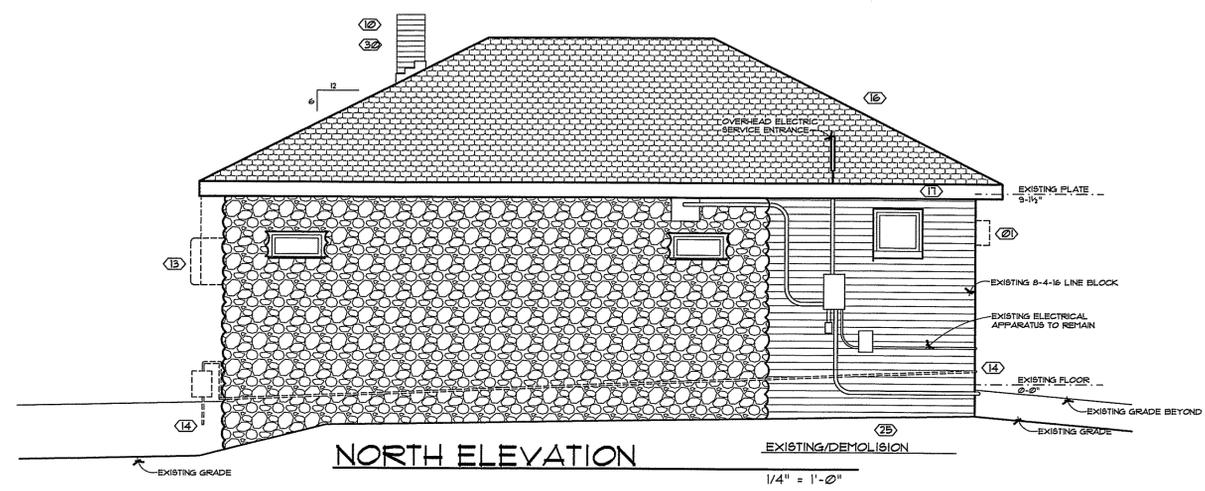
EXISTING/DEMOLITION  
1/4" = 1'-0"

**ROOF VENTILATION**

ATTIC AREA IS LESS THAN 900 SF GROSS PROVIDE FOUR (4) GALVANIZED METAL DORMER VENTS AS SHOWN - EACH VENT SHALL HAVE ONE (1) SF OF NET OPENING  
900 SF / 300 SF = 3 SF REQUIRED - PROVIDED 4 SF

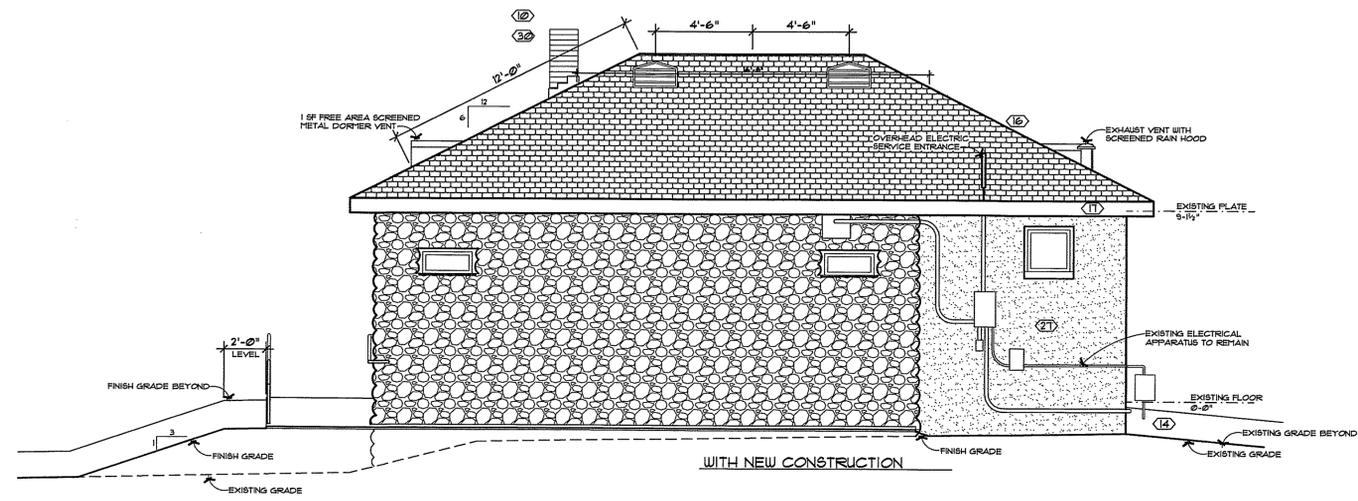


**WITH NEW CONSTRUCTION**

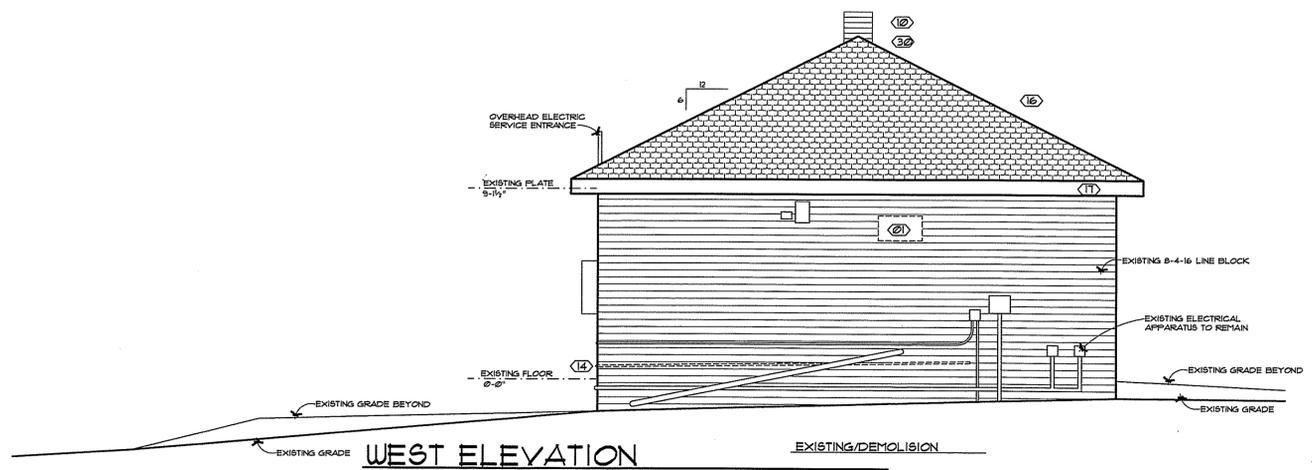


**NORTH ELEVATION**

EXISTING/DEMOLITION  
1/4" = 1'-0"

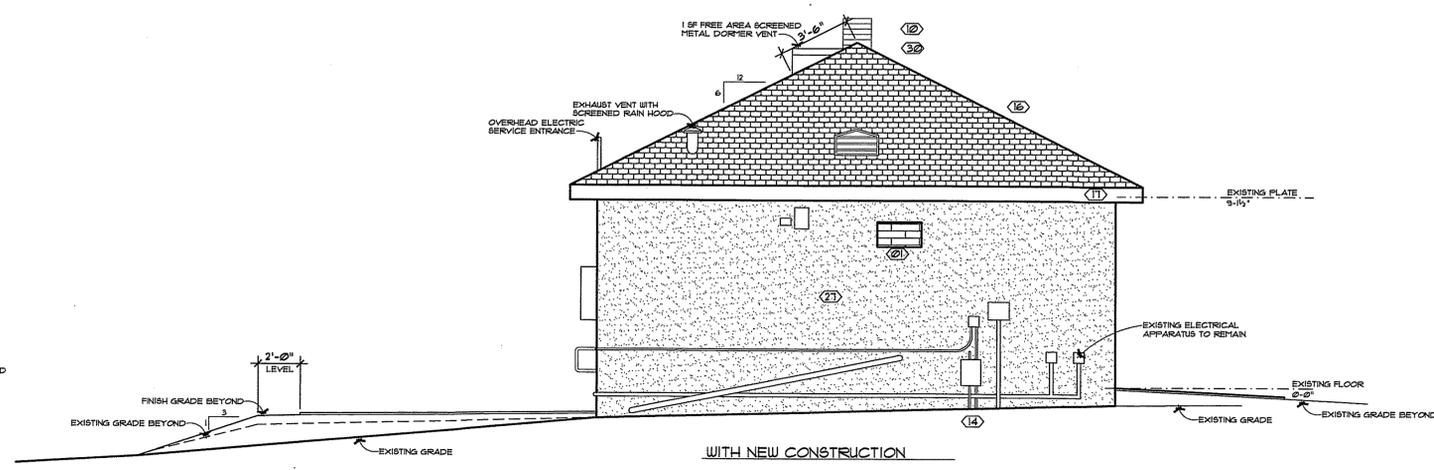


**WITH NEW CONSTRUCTION**



**WEST ELEVATION**

EXISTING/DEMOLITION  
1/4" = 1'-0"

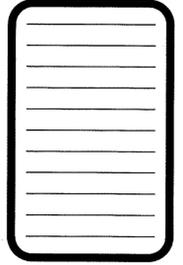


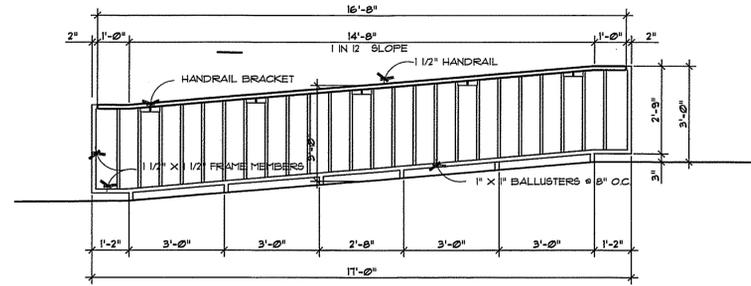
**WITH NEW CONSTRUCTION**



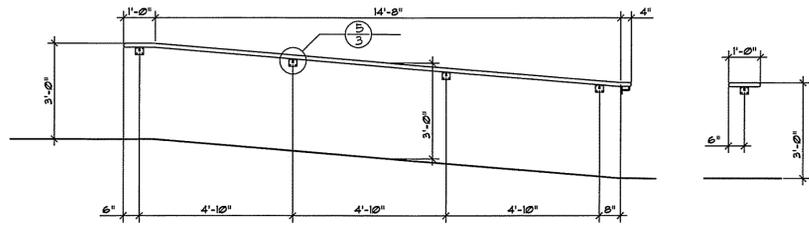
**CHRISTIAN VERNOSKY ARCHITECTS**  
411 SOUTH FOURTEENTH STREET COTTONWOOD, AZ 86326  
928-634-8318

**RENOVATIONS TO THE:  
OLD COTTONWOOD JAILHOUSE**  
1101 NORTH MAIN STREET COTTONWOOD, ARIZONA 86326

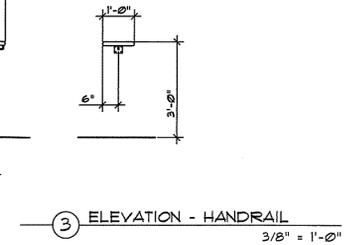




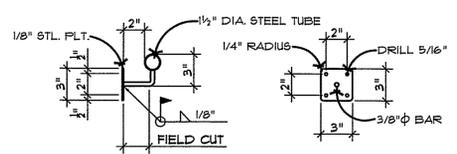
① ELEVATION - HANDRAIL  
3/8" = 1'-0"



② ELEVATION - HANDRAIL  
3/8" = 1'-0"

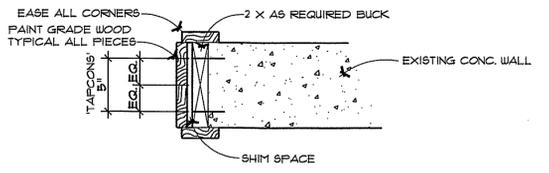


③ ELEVATION - HANDRAIL  
3/8" = 1'-0"



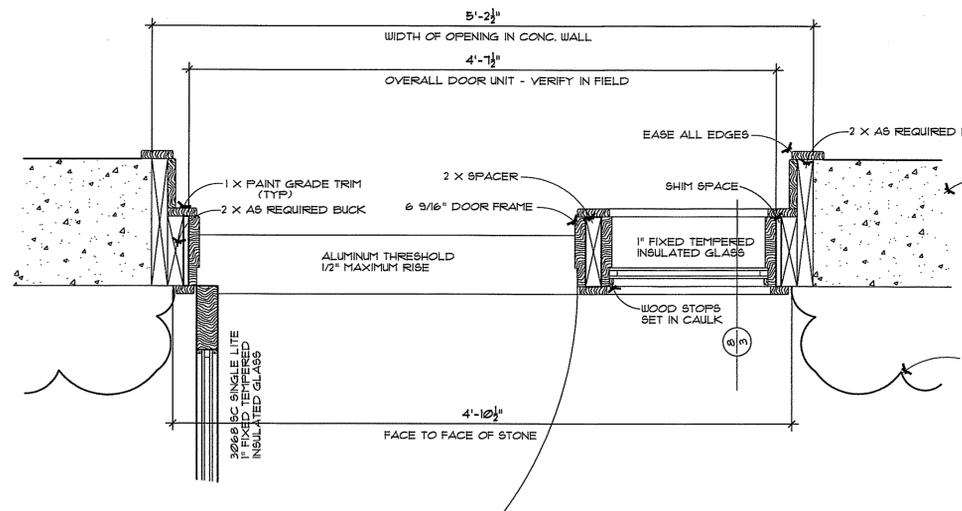
⑤ HANDRAIL BRACKET  
1 1/2" = 1'-0"

3/8" DIA. ROD MUST BE FIELD CUT TO MAINTAIN MINIMUM 1/2" CLEARANCE BETWEEN HANDRAIL AND STONE WALL. STONE WALL MUST BE FLATTEN TO ACCOMMODATE 3" SQ. X 1/8" STEEL PLATE MOUNTING BRACKETS. ATTACH MOUNTING BRACKETS TO STONE WALL WITH FOUR (4) 2 1/2" X 1/4" 'TAPCONS'. MAXIMUM SPACING OF MOUNTING BRACKETS SHALL NOT EXCEED 5'-0".



⑥ WOOD JAMB  
1 1/2" = 1'-0"

2 X 4S REQUIRED ROUGH BUCK SHALL BE ATTACHED WITH A MINIMUM OF SIX (6) 3" X 1/4" 'TAPCONS' WITH WASHERS - TWO (2) 8" FROM TOP AND BOTTOM AND TWO (2) AT THE MID-POINT.

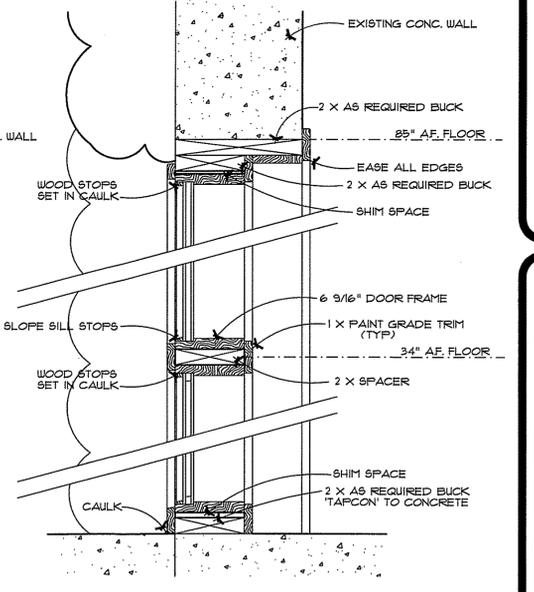


⑦ EAST EXIT DOOR PLAN  
1 1/2" = 1'-0"

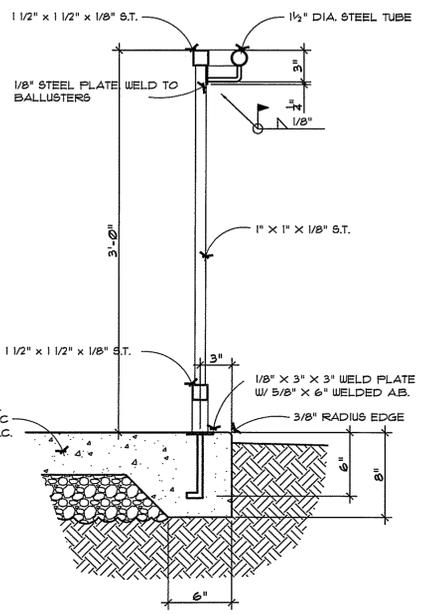
2 X 4S REQUIRED ROUGH BUCKS SHALL BE ATTACHED WITH A MINIMUM OF SIX (6) 3" X 1/4" 'TAPCONS' WITH WASHERS - TWO (2) 8" FROM TOP AND BOTTOM AND TWO (2) AT THE MID-POINT.

**DOOR HARDWARE**

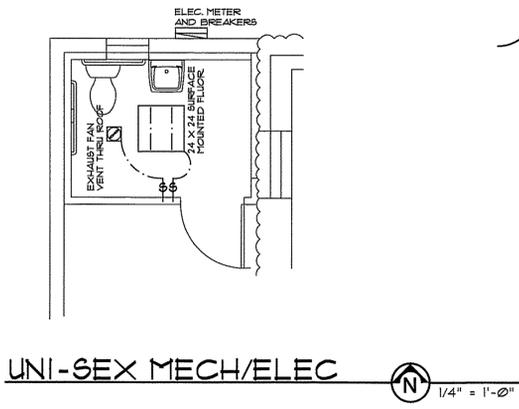
LAV - Kwik-Set OR EQUAL LEVER HANDLE PRIVACY SET - SATIN CHROME FINISHES  
ENTRY/EXIT DOORS - PROVIDE A TWO HUNDRED DOLLAR (\$200.00) ALLOWANCE FOR THE OWNER TO PURCHASE TWO LOCK SET/DEADBOLTS  
ENTRY/EXIT DOORS - PROVIDE AND INSTALL CAL-ROYAL CR-441 CLOSERS



⑧ EAST EXIT DOOR SECTION  
1 1/2" = 1'-0"



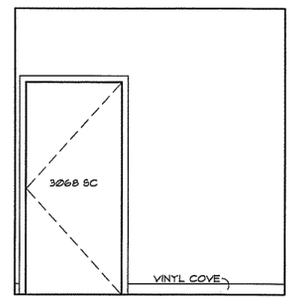
④ TYP. SLAB EDGE WITH RAILING ATTACHMENT  
1 1/2" = 1'-0"



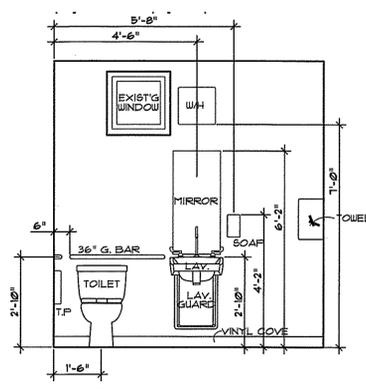
UNI-SEX MECH/ELEC  
1/4" = 1'-0"

**FIXTURES AND ACCESSORIES**

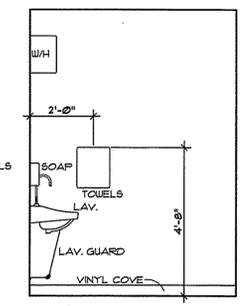
TOILET - KOHLER 'HIGHLINE' K-3519 IN WHITE  
SEAT - KOHLER 'LUSTRA' K-4666 IN WHITE  
LAVATORY - KOHLER 'CHESAPEAKE' K-1723 IN WHITE  
FAUCET - KOHLER 'TRITON' K-1324-SA IN CHROME  
LAV GUARD - 'TRU-BRO' 2019-KO-C IN WHITE  
WATER HEATER - 'BOSCH' GL25T1  
PAPER TOWELS - 'BOBRICK' B-262  
SOAP DISPENSER - 'BOBRICK' B-212  
TOILET PAPER HOLDER - 'BOBRICK' FB-4388  
GRAB BARS - 'BOBRICK' FB-6826X42 AND FB-6826X36



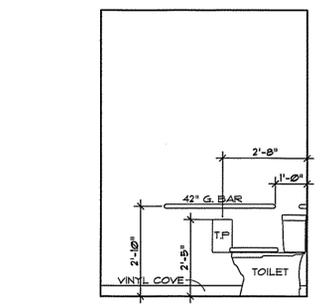
UNI-SEX SOUTH WALL



UNI-SEX NORTH WALL



UNI-SEX EAST WALL



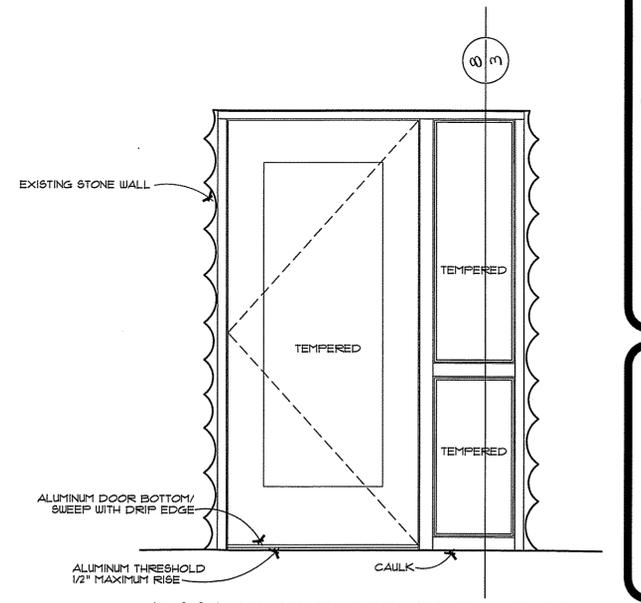
UNI-SEX WEST WALL

**UNI-SEX LAVATORY ELEVATIONS**

3/8" = 1'-0"

**PAINTING NOTES**

1. PAINT ALL NEW DRYWALL SURFACES WITH ONE COAT OF PVA.
2. PAINT ALL DRYWALL SURFACES WITH TWO COATS OF INT. LATEX.
3. PRIME ALL UNFINISHED MILLWORK - PAINT ALL PRIMED MILLWORK WITH TWO COAT OF INT. ENAMEL COLOR AND SHEEN TO BE DETERMINED.
4. UNI-SEX LAV SHALL BE PAINTED WITH WASHABLE ENAMEL.
5. PAINT MORTAR WASHED WALLS WITH ONE COAT OF BLOCK FILLER AND TWO COATS OF EXTERIOR LATEX - SPRAYED AND ROLLED.
6. PREP AND PAINT EXTERIORS OF ALL EXISTING WOOD WINDOWS WITH TWO COATS OF EXTERIOR LATEX.
7. PREP AND PAINT FASCIAS, RAFTER TAILS AND BLOCKING WITH TWO COATS OF EXTERIOR LATEX.
8. PREP AND PAINT ALL EXTERIOR AND INTERIOR METAL WORK WITH PRIMER AND TWO COATS OF EXTERIOR ENAMEL.

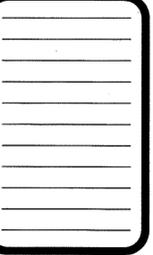


⑨ EAST EXIT DOOR ELEVATION  
3/4" = 1'-0"



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## City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	March 20, 2012
<b>Subject:</b>	<b>Amended Agreement with Smartworks Plus for Phased Retirement Services</b>
Department:	HR
From:	Iris Dobler, Human Resources Manager

### **REQUESTED ACTION**

Staff is requesting that the City Council approve an amended service agreement with Smartworks Plus for Phased Retirement Services.

### **SUGGESTED MOTION**

I move to approve the amended service agreement with Smartworks Plus for Phased Retirement Services.

### **BACKGROUND**

On April 6, 2010 Council approved a service agreement with Smartworks Plus for Phased Retirement Services. Several sections were required to be updated to match existing Arizona Revised Statutes (ARS).

Section 2. E. Legal Arizona Worker's Act (page 2) doesn't contain all of the specific provisions required by ARS 41-4401 related to legal workers and E-Verify. That section has been updated in the amended agreement, and re-titled Compliance with Immigration Laws and Regulations.

On page 8, Section 22, Prohibition on Doing Business with Sudan and Iran has been added to cover the standard certifications regarding the absence of scrutinized business operations in Sudan and Iran that are required by ARS 35-391.06 and 35-393.06, respectively.

In addition, on page 3, Section F.5. Term, second line, the word "shall" has been changed to "may".

### **JUSTIFICATION/BENEFITS/ISSUES**

The same justification still exists as when the agreement with Smartworks Plus was approved. With the economy still struggling to recover, it is in the City's best interest to continue working with firms that offer phased retirement programs. The main goal is to reduce the largest cost

category, personnel. This program will enable the City of Cottonwood to lower those workforce costs, while at the same time retain experienced employees with institutional knowledge who choose to retire, but want to continue providing a service to the community.

**COST/FUNDING SOURCE**

This program is a cost savings program to keep key retired employees working for the City of Cottonwood.

**ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">SmartWorksPlus - 3-23-10 City of Cottonwood Amended Agreement 02-21-12.doc</a>	SmartWorksPlus City of Cottonwood Amended Agreement 02-21-12	Backup Material

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## **AMENDED SERVICE AGREEMENT**

This SERVICE AGREEMENT (this "AGREEMENT") is entered into as of this 23<sup>rd</sup> day of March 2010 between smartschoolsplus, inc, an Arizona corporation, d/b/a smartworksplus ("Provider"), and City of Cottonwood ("Entity").

### RECITALS

A. Provider is a corporation engaged in the business of providing professional services, including employee staffing services, to governmental entities;

B. Provider's employees include qualified personnel able and willing to perform work needed by the City;

C. City is a governmental entity within the State of Arizona that requires the services of qualified personnel;

D. City is authorized to enter into this Agreement pursuant to the City/State of Arizona Procurement Code;

E. City desires to obtain Services (hereafter defined) from Provider and Provider is willing to provide Services to City upon the terms and conditions contained in this Agreement pursuant to RFP #29-42 and the associated contract issued by Mesa Public Schools available to the City under a Cooperative Purchasing Agreement with Strategic Alliance for Volume Expenditures (SAVE).

### AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, Provider and Entity agree as follows:

1. Services. Provider shall provide the Services set forth in this Agreement and in the Scope of Services attached as Exhibit A (collectively, "Services").

2. Provider Employees.

A. Employment Agreement. Provider shall enter, or has previously entered, into employment agreements ("Employment Agreements"), substantially in the form of Exhibit B, attached hereto, with staff, administrators, [insert other classifications of Provider Employees] (collectively, "Provider Employees") to provide Services required by Entity. A roster of Provider Employees, and their daily pay rates, are set forth in Exhibit C. A copy of each Employment Agreement shall be provided to Entity as soon as available. Provider shall (i) take steps to assure that each Provider Employee performs in accordance with his or her Employment Agreement, and (ii) provide general direction, supervision and control of each Provider Employee in the performance of his or her duties, as more fully described in the Scope of Services.

B. Payroll. Provider, and not Entity, shall be solely responsible for administrative employment matters regarding Provider Employees including, but not limited to, all payroll and payroll income tax withholding matters, payment of workers' compensation premiums and funding of appropriate fringe benefit programs. Provider agrees to hold harmless Entity for failure to remit to the appropriate governmental authority any and all taxes, assessments or governmental charges in connection with its employment of Provider Employees. Entity shall immediately forward to Provider any garnishment orders, involuntary deduction orders, notices of IRS liens and other forms of legal process received by Entity affecting payment of wages to Provider Employees and shall cooperate with Provider in responding thereto.

C. Health and Safety. Provider shall, and shall require Provider's Employees to, comply with all health and safety laws, regulations, ordinances, directives and rules imposed by controlling federal, state or local governments, and shall immediately report all work-related accidents involving the Provider Employee within 24 hours to Entity. Provider shall provide where necessary, and shall require that all Provider Employees use, personal protective equipment as required by federal, state or local law, regulation, ordinance, directive or rule.

D. Compensation of Provider Employees. Provider shall pay Provider Employees in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Arizona Labor Code. Provider shall maintain complete and accurate records of all wages paid to a Provider Employee assigned to provide services to Entity. Provider shall be exclusively responsible for, and shall comply with, applicable law governing the reporting and payment of wages, payroll-related and unemployment taxes attributable to wages paid to Provider Employees assigned to provide services to Entity.

E. 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 of 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 agreement 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 agreement 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).

F. Termination. Provider or Entity may terminate this Agreement, with respect to any or all of the Provider Employees, without cause or justification of any kind, by providing the other party with written notice of such termination at least 30 days prior to the effective date of termination. Entity and Provider shall each have the right to terminate the service of, and therefore cease to have any obligation with respect to, any particular Provider Employee, upon written notice to the other (or its successor in interest) upon the occurrence of any of the following:

(1) if the Provider Employee: (i) embezzles, steals or misappropriates funds or property of Entity or Provider or defrauds Entity or Provider; (ii) is convicted of a felony; (iii) has a necessary certification revoked or suspended; or (iv) commits an act or omission which constitutes unprofessional conduct or which adversely affects the reputation of Entity or Provider;

(2) the death of the Provider Employee occurring any time during the term of this Agreement, in which event this Agreement (as it relates to that employee) shall terminate as of his date of death;

(3) the permanent disability of the Provider Employee occurring at any time during the term of this Agreement. For purposes of the foregoing, a Provider Employee shall be deemed to be permanently disabled if, by reason of any physical or mental condition, the Provider Employee is unable to substantially perform his duties hereunder during either (i) any continuous period of 30 days, in which event this Agreement shall terminate as of the first day following the end of such 30-day period, or (ii) an aggregate of 45 days within a 12-month period, in which event this Agreement shall terminate as of the first day following the 45th such day;

(4) in the event that Provider sells or disposes of all or substantially all of its assets or permanently discontinues operating its business;

(5) in the event that a Provider Employee is unwilling, unable or fails to satisfactorily comply with any rules, guidelines, policies, procedures or regulations promulgated by Employer or Entity during the term of the Provider Employee's Employment Agreement; provided, however, that termination for cause shall not occur unless written notice of the alleged non-compliance is first given to Provider and Provider fails to cure the non-compliance within 10 days following receipt of such written notice; or

(6) if it is later discovered that a Provider Employee has made any material misrepresentations or has failed to provide any material information in connection with the application for employment that was previously submitted to Provider.

3. Compensation. Entity agrees to compensate Provider for work performed, and reimbursable expenses incurred in the performance thereof, by Provider Employees in accordance with the compensation schedule attached hereto as Exhibit D. Provider shall invoice Entity monthly; invoices shall be due and payable within 7 days after receipt by Entity. The parties acknowledge and agree that Provider Employees shall receive wages solely from Provider. Entity shall not pay any Provider Employee in cash or by any other means for any services rendered by such Provider Employee pursuant to his or her Employment Agreement. Any individual whom Entity pays directly for any services rendered shall not be considered a Provider Employee as to any services for which Entity provides compensation.

4. Responsibilities of Entity. In addition to its payment, and other obligations set forth in this Agreement, Entity shall have the following responsibilities:

A. Supervision; Reporting. Entity shall provide daily monitoring of the Provider Employees and shall report to Provider on an ongoing regular basis regarding the Provider Employees' performance of their respective duties.

B. Safety Obligations. Entity shall provide a safe workplace for Provider Employees, shall supply documentation related to safety activities as prescribed by law (e.g., safety meeting, training, maintaining OSHA log), shall include Provider Employees in any specific safety training that Entity offers or requires for its own personnel in the same or similar positions, and shall inform Provider of any necessary protective equipment that Provider Employees must use in the performance of services for Entity. Provider or its workers' compensation carrier has the right to inspect Entity's premises and operation, but is not obligated to conduct any inspections. Provider reserves the right to audit safety activities. Provider or its insurer may, but neither is obligated to, give reports to Entity on the conditions found at Entity's worksites. Neither Provider's insurer nor Provider warrants the result of the inspections or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes or standards.

5. Term. The term of this Agreement shall commence as of July 1, 2010 and shall end on June 30, 2011, unless earlier terminated pursuant to the provisions hereof, and **may** automatically be renewed annually for three (3) additional fiscal years unless terminated pursuant to the provisions hereof. Entity acknowledges and agrees that prior to any renewal, the Exhibits will be adjusted to account for changes in the duties, responsibilities and wages for Provider Employees. Provider shall provide revised copies of the Exhibits to Entity at least 30 days prior to the end of the then-current term.

6. Insurance.

A. Worker's Compensation.

(i) Except as otherwise provided in this Agreement, Provider shall be considered the "employer" of all Provider Employees for the purposes of providing workers' compensation insurance within the meaning of Arizona Revised Statute ("A.R.S.") § 23-901. Provider shall provide workers' compensation and employer's liability insurance in accordance with the statutory requirement of the State of Arizona, including Employer's Liability insurance with limits of liability of not less than \$500,000 for each accident and \$500,000 for bodily injury or disease. The workers' compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of Entity from the workers' compensation insurer. Provider shall, upon Entity's request, upon termination of this Agreement, provide to Entity records regarding the loss experience for workers' compensation insurance provided to Provider Employees pursuant to this Agreement.

(ii) Entity and Provider understand, agree and acknowledge that no individual shall be covered by Provider's workers' compensation insurance, or be issued a payroll check unless prior to commencing work for Entity that individual satisfies the following requirements: (a) is employed by Provider in Arizona to work in Arizona; (b) is performing Services for Entity pursuant to this Agreement; (c) is listed on Provider's roster of Provider Employees in Exhibit C; (d) has completed Provider's required enrollment forms and, where applicable, is certified or licensed as required by law for the position in which employed by Provider; (e) has completed necessary criminal background checks, including fingerprinting; (f) has entered into an Employment Agreement with Provider; (g) has provided all data required by Provider for payroll processing and workers' compensation coverage; and (h) has been entered onto Provider's payroll system.

(iii) Entity understands, agrees and acknowledges that the workers' compensation insurance that Provider shall provide under this Agreement shall only cover individuals who are listed on Provider's roster of Provider Employees in Exhibit C, and shall not cover other individuals who might perform services for Entity, whether as employees, independent contractors or otherwise. Entity agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering Entity's own employees.

B. Other Insurance.

Provider and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Provider and subcontractors, their agents, representatives, and employees.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Court in no way warrants that the minimum limits contained herein are sufficient to protect the Provider from liabilities that might arise out of the performance of the work under this contract by the Provider, its agents, representatives, employees or subcontractors, and Provider is free to purchase additional insurance.

1. MINIMUM SCOPE AND LIMITS OF INSURANCE: Provider shall provide coverage with limits of liability not less than those stated below.

a. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$ 2,000,000
Products – Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Blanket Contractual Liability – Written and Oral	\$ 1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$ 1,000,000

The policy shall be endorsed to include the following additional insured language: "The Arizona Supreme Court, the State of Arizona, and their agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Provider".

The policy shall contain a waiver of subrogation against the Arizona Supreme Court, the State of Arizona, and their agencies, boards, commissions, officials, agents, and employees for losses arising from work performed by or on behalf of the Provider

b. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: "The Arizona Supreme Court, the State of Arizona, and agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Provider, involving automobiles owned, leased, hired or borrowed by the Provider".

The policy shall contain a waiver of subrogation against the Arizona Supreme Court, the State of Arizona, and their agencies, boards, commissions, officials, agents, and employees for losses arising from work performed by or on behalf of the Provider

c. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

i. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Provider warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

ii. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

2. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

a. Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Provider, even if those limits of liability are in excess of those required by this Contract.

1. The Provider's insurance coverage shall be primary insurance with respect to all other available sources.

2. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Contract.

3. All policies shall contain a waiver of subrogation against the Arizona Supreme Court, the State of Arizona, and their agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Provider.

7. Independent Contractor. The relationship created by this Agreement shall be deemed and construed to be, and shall be, that of principal and independent contractor. Provider has no authority to enter into any contract or incur any liability on behalf of Entity. Provider's employees are not intended to be and shall not be considered employees of Entity. Except as otherwise provided in this Agreement, Provider retains full control over the employment, direction, supervision, compensation, discipline and discharge of all persons performing Services under this Agreement.

8. Non-Exclusive Use. Provider acknowledges and agrees that Entity may enter into agreements with other provider organizations to supply services to Entity and that Provider is not the exclusive organization with which Entity may contract to provide services.

9. Notice. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when hand delivered to the party addressed or upon the date noted upon the receipt for registered or certified mail, first class postage prepaid, return receipt requested, addressed as set forth below:

If to Provider: smartworksplus  
P.O. Box 11618  
Tempe, AZ 85284-0027

With a copy to: Perkins Coie Brown & Bain P.A.  
2901 N. Central Ave., Suite 2000  
Phoenix, AZ 85012  
Attention: Judith K. Weiss, Esq.

If to Entity: Jesus R. Rodriguez  
Administrative Service General Manager  
City of Cottonwood  
816 North Main Street  
Cottonwood, AZ 86326

With copies to: Doug Bartosh  
City Manager  
827 N. Main Street  
Cottonwood, AZ 86326

Steve Horton  
City Attorney  
City of Cottonwood  
827 N. Main Street.  
Cottonwood, AZ 86326

Either party may alter the address or addresses to which communications or copies are to be sent to such party by giving notice of such change of address in conformity with the provisions of this Section 10.

10. Binding Nature of Agreement; Assignment and Nominee. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

11. Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions expressed or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by a writing signed by both parties.

12. Waiver. The failure or delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such rights, remedies, powers or privileges with respect to any other occurrence.

13. Costs and Expenses. Each party hereto shall bear its own costs, including attorneys' fees and accounting fees, incurred in connection with the negotiation, drafting and consummation of this Agreement and the transactions contemplated hereby, and all matters incident thereto.

14. Headings. All sections and descriptive headings of sections and subsections in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

15. Construction; Interpretation. This Agreement is intended to express the mutual intent of the parties hereto and thereto, and irrespective of the identity of the party preparing any such document, no rule of strict construction shall be applied against any party. In this Agreement, the singular includes the plural, and the plural the singular; words imparting either gender include the other gender; references to "writing" include printing, typing, lithography and other means of reproducing words in a tangible visible form; the words "including," "includes" and "include" shall be deemed to be followed by the words "but not limited to." The term "person" shall include an individual, corporation, joint venture, partnership, Pool, estate, association, governmental entity or any other entity.

16. Exhibits and Recitals. All Exhibits referred to herein and the Recitals made and stated hereinabove are hereby incorporated by reference into, and made a part of, this Agreement.

17. Materiality. All covenants, agreements, representations and warranties made herein shall be deemed to be material and to have been relied on by the parties in entering into this Agreement and shall survive the execution and delivery of this Agreement.

18. Governing Law; Forum; Venue. This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern its interpretation and enforcement. Any action brought to interpret or enforce any provisions of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced and maintained (i) if applicable, in accordance with the procedures set forth in A.R.S. § 41-2611, *et seq.*, or, if such procedures are not applicable, then (ii) in a federal, state or local court located within Yavapai County, Arizona.

19. Knowing Covenants. The parties hereby represent to each other that the covenants and agreements provided for in this Agreement have been knowingly and voluntarily granted after thorough consultation with counsel as to the binding and irrevocable effect thereof. Based upon consultation with counsel, the parties hereby represent and warrant to each other that this Agreement is binding and enforceable in accordance with its terms.

20. Indemnification. Provider agrees to indemnify, defend and hold harmless Entity, its board members, officers, directors, employees, insurers, indemnitors and agents for, from and against all suits, claims, liabilities, costs, expenses and debt, including reasonable attorneys' fees, incurred by Entity arising from, attributable to or caused by acts or omissions of Provider (or its officers, directors, shareholders or agents) or any Provider Employee in the performance of or related to the performance of the duties of any Provider Employee as described in the Employment Agreement (including, but not limited to injuries to Provider Employees that may or may not be covered by workers compensation insurance); except, to the extent such suits, claims, liabilities, costs, expenses and debt result from acts or omissions of Entity or its board members, officers, directors, employees, insurers, indemnitors or agents. This indemnification provision shall apply to suits, claims, liabilities, costs, expenses and debt that are not otherwise covered by Entity's Liability Insurance provided for by the Pool.

21. Conflict of Interest. The parties expressly acknowledge that Entity has the option of canceling this contract within three years from the date of execution without any further penalty or obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Entity is at any time during the term or any extension thereof, an employee or agent of Provider or a consultant to Provider. Provider acknowledges the potential for a current Entity employee to become a Provider Employee and recognizes the applicability of A.R.S. § 38-511.

22. Prohibition on 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 agreement and exercise other remedies as provided by law, in accordance with A.R.S. §§35-391.06 and 35-393-06.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written and effective as of the date hereinabove stated.

"Provider"

smartschoolsplus, inc.  
an Arizona corporation, d/b/a smartworksplus

\_\_\_\_\_  
By: Sandra McClelland  
Its: President

"Entity"

City of Cottonwood  
827 North Main Street  
Cottonwood, Arizona 86326

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

## EXHIBIT A

### Scope of Services

The following Services shall be performed by smartschoolsplus, inc. [d/b/a smartworksplus] in fulfillment of its obligations under the terms of the Agreement.

1. Provider shall recruit, hire, train, evaluate and supervise Provider Employees who are professionally and technically qualified to perform the duties of staff, administrators, [insert other classifications of Provider Employees] and shall discipline and terminate Provider Employees, as appropriate, including the following:

a. maintaining a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA") and the Arizona Employment Protection Act ("AEPA");

b. maintaining a system of statewide personal background checks on all Provider Employees provided to Entity to include statewide criminal background check and fingerprinting. Provider shall ensure that all Provider Employees possess all certifications and qualifications necessary to enable them to perform their assignments, and that Provider Employees have satisfied any legal prerequisites to the performance of their assignments;

c. maintaining a system of performance evaluation for each Provider Employee;

d. maintaining a program of supervision that enforces the policies and procedures of Entity. In order to maintain the program, Provider shall designate one or more on-site staff as the supervisor and/or Provider contact who shall be responsible for addressing and responding to Provider Employees. The designated on-site supervisor and/or Provider contact shall be trained by Provider in regard to: (i) applicable workers' compensation laws; (ii) applicable equal employment opportunity laws, regulations and policies, including reporting procedures; and (iii) workplace violence prevention, including the detection of early warning signs of violence and the proper reporting of threats and acts of violence. The supervisor and/or Provider contact shall promptly notify Entity of any human-resource-type issue raised by a Provider Employee that may affect Entity, such as threats of violence, harassment, discrimination or retaliation;

e. providing to each Provider Employee information regarding his or her obligation to comply with all of Entity's safety, drug/alcohol, work policies, anti-harassment, anti-discrimination and anti-retaliation policies. Provider shall establish a complaint and/or reporting procedure for violations of policies and instruct Provider Employees on the use of the procedure. Provider shall obtain written acknowledgement from the Provider Employee that he or she has read, understood and agrees to abide by those policies and procedures;

f. providing annual harassment, discrimination, retaliation, abuse and neglect training for all Provider Employees, or ensure Provider Employees participate in similar training provided by Entity. Provider shall maintain a record of all such training; and

g. preparing and distributing an Employee Handbook to Provider Employees that identifies and explains Provider's policies and procedures that are to be followed during the course of the Provider Employees' employment with Provider.

2. Provider shall inform the Provider Employee in writing that he or she is employed by Provider, not Entity.

3. Provider shall inform the Provider Employee in writing that job related illness/injury reports are to be made to the supervisor or Provider contact and provide information on where and how reports are to be made to Provider contact.

4. Provider shall notify Provider Employees in writing that other than the liability indemnity protection specifically delineated in this Agreement the only benefits they shall receive shall be from Provider, and that they are not entitled to any benefits from Entity.

5. Provider shall be responsible for the quality, adequacy and safety of the Services provided by Provider Employees pursuant to this Agreement, and the acts, errors or omissions of Provider Employees at all times.

**EXHIBIT B**

**Form of Employment Agreement**

[see attached]

**EXHIBIT C**

**Roster of Provider Employees and Fee Schedule**

[see attached]

## EXHIBIT D

### Provider Compensation Schedule

Compensation: Provider compensation is computed based on the number of days Provider Employees work during designated month, multiplied by their Daily Rate of Pay set forth in Exhibit C. Provider shall invoice Entity monthly (i) at agreed-upon offered contractual salary equal to 70% of Provider Employee's exit salary for Provider Employees that previously worked at Entity, or (ii) at agreed-upon offered contractual salary for Provider Employees that did not previously work at Entity.

Extra Compensation: Entity shall pay Provider for Provider Employees that have qualified for bonus or similar extra compensation. Provider shall invoice Entity, for agreed-upon Extra Compensation at 70% for Provider Employees. The method and timing of payment of such "Added Service Pay" shall be in accordance with the performance of such service.

Service Fee/Direct Payroll Costs: In addition to the payments for work performed and extra factor/incentive pay, Entity shall pay Provider a service fee equal to four percent (4%) and all applicable direct payroll costs (e.g., Social Security, FICA & Medicare, AZ Unemployment, Federal Unemployment, Worker's Compensation (professional/classified)).

Reimbursement: Entity shall reimburse Provider for mileage, travel, conferences and other out-of-pocket expenses incurred by Provider Employees, but only if such expenses are approved (prior to the expense being incurred) by the Provider and Entity and follow entity policy and reimbursement guidelines. To obtain such reimbursement, Provider Employees must submit a written claim for reimbursement to Entity. Entity shall forward the claim to Provider. Provider shall reimburse the Provider Employee and include the amount of the reimbursement on Provider's invoice to Entity.

Sick Leave Days: Entity shall provide Provider Employees with twelve (12) sick leave days (non-accrual) upon initial placement. Sick days do not accumulate and will not be reimbursed when the contract is completed. Employees of Provider will report their sick leave days according to City guidelines. In the event a Provider Employee exceeds the allotted leave days, the Provider will invoice the City less the daily rate of pay per Provider Employee absence for each day missed greater than the allocated days.

Vacation Days: Entity shall provide Provider Employees with two (2) weeks of vacation time (non-accrual). Provider employees will schedule their vacation days according to City guidelines. In the event a Provider Employee exceeds allocated vacation days, the Provider will invoice the City less the daily rate of pay per Provider Employee absence for each day missed greater than the allocated days.

Electronic Access: Entity shall provide each Provider Employee access to electronic and technological tools allowing for participation and function of normal Entity duties (e.g., Kronos, computer hardware and software, e-mail, internet, cell phone, etc.). Provider Employees agree to follow all Entity guidelines and policies regarding use of the same.

# City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	March 20, 2012
<b>Subject:</b>	<b>Agreement with Educational Services, Inc. (ESI) for Phased Retirement Services</b>
Department:	HR
From:	Iris Dobler, Human Resources Manager

## **REQUESTED ACTION**

Staff is requesting that the City Council approve a service agreement with Educational Services, Inc. (ESI) for Phased Retirement Services.

## **SUGGESTED MOTION**

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

I move to approve the service agreement with Educational Services, Inc. (ESI) for phased retirement services.

## **BACKGROUND**

The City of Cottonwood currently has an agreement with one phased retirement program provider in place. This past summer, we were approached by another provider, ESI, and it was decided that we would enter into an agreement with them, also. By adding an extra provider, we will have two phased retirement programs available to select from when the City has a need for an experienced individual with institutional knowledge that is retired through any of the state retirement systems.

## **JUSTIFICATION/BENEFITS/ISSUES**

With the economy still struggling to recover, it is in the City's best interest to continue working with firms that offer phased retirement programs. The main goal is to reduce the largest cost category, personnel. This program will enable the City of Cottonwood to lower those workforce costs, while at the same time work with experienced individuals with institutional knowledge who choose to retire, but want to continue providing a service to the community.

## **COST/FUNDING SOURCE**

This program is a cost savings program to keep key retired employees working for the City of Cottonwood.

**ATTACHMENTS:**

Name:

 [ESI Agreement - 2012.doc](#)

Description:

ESI Service Agreement

Type:

Backup Material

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**Educational Services Incorporated**  
Client Service Agreement

## **AGREEMENT FOR EMPLOYEE STAFFING SERVICES**

This Agreement for Employee Staffing Services (“Agreement”) is entered into in the State of Arizona this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between \_\_\_\_\_ (“Client”), and Educational Services, Inc., an Arizona corporation (“Contractor”).

### **RECITALS**

- A. Contractor is a corporation in the business of providing employee-staffing services.
- B. Client is a Client within the State of Arizona that requires qualified staff, and administrators.
- C. Client desires to obtain employee staffing services (“Services”) from Contractor and Contractor is willing to provide Services to Client upon the terms and conditions contained in this Agreement to provide for the allocation between Client and Contractor of responsibilities with respect to covered employees (“Workers” pursuant to Section 2 below), including hiring, discipline and dismissal responsibilities, and other responsibilities required by law and by this Agreement.
- D. This Agreement shall govern the relationship between the Client and the Contractor and between the Contractor and each Worker.
- E. This Agreement shall not (1) offset, modify or amend any Federal, Arizona or local licensing, registration or certification required by the Client or for any Worker employed under this Agreement; (2) diminish, abolish or remove any rights of Workers against the Client or obligations of the Client to any Workers (e.g., retirement benefits, retiree health insurance, etc.), if any, that existed before the effective date of this Agreement; or (3) establish new or additional enforceable rights of a Worker against the Contractor or the Client that are not specifically allocated to the Contractor under this Agreement.

### **AGREEMENT**

In consideration of the foregoing premises, and mutual promises contained herein, Client and Contractor agree as follows:

## 1. Relationship of the Parties

Contractor is an independent contractor and shall perform its obligations under this Agreement as an independent contractor. Contractor agrees that persons performing Services hereunder are not employees of Client. All persons provided by Contractor shall be employees of Contractor. Client has the right to direct and control Workers only to the extent necessary to conduct the Client's business and operations and to comply with licensing and certification requirements that apply to the Client or to any Worker. In all other respects, Contractor retains full control over the employment, direction, supervision, compensation, discipline, and discharge of all Workers performing Services under this Agreement.

## 2. Employee

In this Agreement, the term "Employee" or "Employees" means an individual(s) (a) who is employed by the Contractor in Arizona to work in Arizona, (b) who pursuant to this Agreement is performing Services for Client, (c) who is listed on Contractor's roster of Workers delivered to Client, (d) who has completed Contractor's required enrollment forms, and, where applicable, is certified to be an administrator or licensed as required by law for the position in which employed by the Contractor, (e) who has entered into an employment agreement with Contractor, (f) who has provided all data required by Contractor for payroll processing and workers' compensation coverage, and (g) who has been entered onto Contractor's payroll system. The parties understand, agree, and acknowledge that no individual will be considered an "Employee" under this Agreement unless and until all of the conditions set forth in this section have been satisfied with respect to such individuals.

ESI will neither hire nor place into employment positions with the Client any employee who has not received all necessary endorsements for the position assigned.

Neglect or failure of a worker to carry out the Client's policies is sufficient cause for dismissal from employment with ESI and removal from association with the Client.

Employees who are placed with Client through ESI and who have responsibilities including control over personnel decisions shall not take reprisal against a worker because the worker reports in good faith information regarding immoral or unprofessional conduct.

ESI will maintain equal employment opportunity and anti-discrimination policies, including complaint procedures that address discrimination and/or harassment claims. ESI will strive to assign or place employees based on diversity.

## 3. Contractor Employment Agreements

Contractor has entered into employment agreements with Employees. A copy of a Client Services Agreement is attached as **Exhibit A**, and fully executed employment agreements are available for review by Client at any time. Contractor shall be solely responsible for

guaranteeing that an Employee performs in accordance with the Contractor's employment agreements.

#### 4. Term of Agreement

The initial term of this Agreement will be one (1) year following the Effective Date. Upon the expiration of the initial term and any term renewed hereunder, and subject to the provisions for termination set forth below, the term of this Agreement may be renewed for an additional one-year term each year thereafter, by written notice of the client unless either party submits at least thirty (30) days' written notice to the other party of its intent not to renew this Agreement at the end of the term then in effect, subject at all times to Client's right to decline to accept or to reject any Worker proposed for assignment to Client by Contractor.

#### 5. Termination

- a. Notwithstanding any other provision of this Agreement, Contractor or Client may terminate this Agreement with respect to any or all Employees at any time without cause upon the submission of at least thirty (30) days' written notice to the other party, or for non-appropriation at the end of Fiscal Year for lack of funds.
- b. Notwithstanding any other provision of this Agreement, Client may terminate this Agreement at any time with respect to any or all Employees by written notice to Contractor upon the occurrence of any of the following:
  - i. A material breach by Contractor or an Employee of any of Contractor's or Employee's obligations under this Agreement or under a Employee's contract of employment.
  - ii. If an Employee embezzles or misappropriates Client funds or property, defrauds Client, is convicted of a felony or of any crime involving moral turpitude, has his or her licensing required for the position for which employed by Contractor revoked or suspended, commits an act or omission which constitutes a breach of the Employee's contract of employment, violation of the policies of the Client applicable to Client's own employees, unprofessional conduct or which adversely affects the reputation of Client.
  - iii. Death or permanent disability of an Employee occurring any time during the term of this Agreement, in which event this Agreement (as it relates to that employee) shall terminate as of his or her death or permanent disability.
  - iv. If an Employee is unwilling, unable or fails to satisfactorily comply with Client rules, guidelines, policies, procedures and regulations. Termination of the Employee under this provision shall not occur unless written notice of the alleged non-compliance is first given to Contractor and Contractor fails to cure the non-compliance within ten (10) days following receipt of such written notice. Notwithstanding this notice period, Client may at any time require that any Employee be immediately removed from any Client worksite or assignment. Furthermore, the Client will have complete discretion in deciding whether an

employee is immediately terminated for violation of Client policy per subsection 5(b)(ii) or given ten (10) day notice and opportunity to cure the violation per this subsection.

- v. If it is later discovered that an Employee has made any material misrepresentations or has failed to provide any material representations in connection with the information provided to Contractor.

## 6. Scope of Services

The Contractor shall supply Employees and shall perform the following services and/or activities in fulfillment of its obligations under the terms of the Agreement. Specifically, but without limitation, the Contractor shall:

- a. Recruit, hire, train, evaluate, replace, supervise, discipline and terminate Employees.
- b. Maintain a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 (“Title VII”), the Americans With Disabilities Act (“ADA”), the Age Discrimination in Employment Act (“ADEA”), the Fair Credit Reporting Act (“FCRA”), the Arizona Civil Rights Act (“ACRA”) and the Arizona Employment Protection Act (“AEPA”).
- c. Maintain a system of statewide personal background checks on all Employees provided to Client to include pre-screening, credentialing, licensure, personal history, qualifications, work history, references, statewide criminal background check, and fingerprinting, the results of which shall be made available to Client upon request to the extent permitted by law. Contractor shall ensure that all Employees possess all certifications, licenses and qualifications necessary to enable them to perform their assignments.
- d. Maintain a system of performance evaluation for each Employee provided to the Client.
- e. Maintain a program of supervision that enforces the policies and procedures of the Client and of the Contractor. In order to maintain the program, Contractor shall designate one or more on-site Contractor employees as the supervisor and/or Contractor contact that will be responsible for addressing and responding to Employees. The designated on-site supervisor and/or Contractor contact shall be trained by Contractor in regard to (i) applicable workers’ compensation laws, (ii) applicable equal employment opportunity laws, regulations and policies, including reporting procedures (iii) workplace violence prevention; including the detection of early warning signs of violence and the proper reporting of threats and acts of violence and (iv) the policies of the Client regarding its own employees which govern the conduct and performance of Employees under this Agreement. The supervisor and/or Contractor contact shall promptly notify Client of any human-resource-type issue raised by an Employee that may affect Client, such as threats of violence, harassment, discrimination or retaliation.

- f. Provide the Employee with information regarding his or her obligation to comply with all of Client's safety, drug/alcohol, work policies, anti-harassment, anti-discrimination, anti-retaliation and conduct policies. Contractor will establish a complaint and/or reporting procedure for violations of policies and instruct Employees on the use of the procedure. Contractor shall obtain written acknowledgement from the Employee that s/he has read, understood and agrees to abide by those policies and procedures.
- g. Provide annual harassment, discrimination, retaliation, abuse and neglect training for all Employees, or ensure Employee participates in similar training provided by the Client. Contractor shall maintain a record of all such training.
- h. Inform the Employee in writing that s/he is employed by Contractor and not employed by the Client.
- i. Inform the Employee in writing that job related illness/injury reports are to be made to the supervisor or Contractor contact and provide information on where and how reports are to be made to the Contractor contact.
- j. Provide the Employee with an Employee Handbook that will identify and explain Contractor's policies and procedures, as well as the policies and procedures of the Client that will be followed during the course of the Employee's employment with Contractor.
- k. Inform the Employee in writing that other than the liability indemnity protection specifically delineated in this Agreement the only salary, wages and benefits the Employee will receive will be from Contractor, and that the Employee is not entitled to any benefits from Client.
- l. Pay Employees in compliance with applicable wage and hour laws, including, but not limited to the Fair Labor Standards Act ("FLSA") and Arizona Labor Code. Contractor shall maintain complete and accurate records of all wages paid to a Employee assigned to provide services to Client. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, payroll-related and unemployment taxes attributable to wages paid to Employees assigned to provide services to Client. **Hourly Employees will not be allowed to accrue comp time and will be paid at overtime rate, 1 ½ times their regular hourly rate for any hours worked over 40 hours in a work week. The ESI work week runs from Sunday through Saturday.**
- m. Be responsible for the quality, adequacy and safety of the services provided by Employees pursuant to this Agreement, and the acts, errors or omissions of Employees at all times.
- n. Be responsible for, and hold the Client harmless from, claims of Employees arising from any act, error or omission of Contractor allocated to Contractor or shared by Contractor and Client under this Agreement.

- o. The Contractor shall perform all other responsibilities with respect to Employees, otherwise required of an employer and not assumed by Client pursuant to this Agreement.

7. Approval of Supplied Employees

Client has the right, but not the obligation, to pre-approve or decline to pre-approve, any employee hired by Contractor to fill a position for which the Client has contracted with the Contractor to provide a Employee. The Client has the right to reject any Employee prior to or at the time of placement or at any time thereafter. If the Client rejects an Employee at the time of initial placement or thereafter, Contractor agrees, upon Client's request, to use best efforts to provide in a timely manner a professionally and technically qualified replacement Employee. Client may recommend or decline to recommend that Contractor impose discipline upon any Employee, and Contractor may, in its own right, impose discipline, up to and including dismissal, upon any Employee.

8. Service Fees

Client will pay Contractor a service fee in accordance with the Fee Schedule, attached as **Exhibit B**. With written notice of changes, Contractor may adjust the service fee for statutory increases in payroll taxes and insurance, including but not limited to increases in FICA (OASDI/Medicare), federal or state unemployment taxes (but not for increases in income taxes of Contractor), workers' compensation premiums/experience modifier, as declared annually by the National Council on Compensation Insurance, Inc., and other insurance premiums (excluding increases in premiums for liability insurance carried by Contractor), or any changes in job functions or positions of Employees, and any such adjustments will be effective on the date of the increase or change.

9. Workers' Compensation

- a. Except as otherwise provided in this Agreement, Contractor will be considered the "employer" of all Employees for the purposes of providing workers' compensation insurance within the meaning of A.R.S. § 23-901. Contractor shall provide workers' compensation and employer's liability insurance in accordance with the statutory requirement of the State of Arizona, including Employer's Liability insurance with limits of liability of not less than \$500,000 each accident and \$500,000 bodily injury or disease. The workers' compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of Client from the workers' compensation insurer. Contractor shall, upon Client's request, upon termination of this Agreement, provide to Client records regarding the loss experience for workers' compensation insurance provided to Workers pursuant to this Agreement.
- b. Client and Contractor understand, agree, and acknowledge that no individual will be covered by Contractor's workers' compensation insurance, or be issued a payroll check unless and until that individual has, prior to commencing work for the Client, satisfied the requirements and definition of an "Employee" under Section 2 of this

Agreement.

- c. Client understands, agrees, and acknowledges that the workers' compensation insurance that Contractor will provide under this Agreement will only cover individuals who are listed on the Contractor's roster of Employees provided to the Client as set forth in Section 2 of this Agreement, and that such Contractor's workers' compensation insurance will not cover other individuals who might perform services for Client, whether as employees, independent contractors, or otherwise. The parties agree that a percentage of the service fee paid by Client shall be for payment of workers' compensation insurance premiums. Client agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering Client's own Employees.

10. Client's Liability Insurance

Client will provide liability indemnity protection to the Employees performing Services under this Agreement to the extent that the Employee is providing services for the Client, and the Employee is acting within the course and scope of the authorization granted. The coverage provided will be made available to the Employee as an additional covered party under the terms of the Client's participation agreement with the Arizona Municipal Risk Retention Pool (AMRRP). Coverage will be made available to the Employee on the same terms and conditions as coverage is made available to employees of the Client. The Contractor shall be added as an additional covered party to the coverage agreement, but only to the extent that the Contractor is vicariously liable for the acts of an Employee while the Employee is performing the services on behalf of the Client, but not for any actual or alleged wrongful act, error or omission of the Contractor in its own right (e.g., claims of negligent hiring, supervision or retention, employment discrimination, etc.). In no event, however, shall the provision of liability indemnity protection be construed as evidence that the relationship between the parties and Employees is other than specifically provided for and agreed to in this Agreement. If Client is not covered under the Arizona Municipal Risk Retention Pool (AMRRP), Client may verify with their Liability Carrier: \_\_\_\_\_, if they would desire to these same terms.

11. Contractor's Liability Insurance

Contractor shall maintain in full force and effect at all times during the term of this Agreement Commercial General Liability ("CGL") insurance with limits of liability of not less than one-million dollars (\$1,000,000) per occurrence. If Commercial General Liability insurance contains a general aggregate limit of liability, the limit of liability shall be at least two-million dollars (\$2,000,000). The CGL policy shall be written on an occurrence form and shall cover liability arising from the independent negligence or other wrongful act, error or omission of the Contractor and its employees that is not the direct consequence of the Services provided by Employees under the terms of this Agreement. The Client shall be added as an additional insured to the CGL policy, but only to the extent that the covered liability-causing event is not related to the Services provided by Employees under the terms of this Agreement.

12. Administration

- a. All Employees assigned to fill positions with the Client are employees of Contractor. Contractor is thereby responsible for administrative employment matters such as payment of all federal, state and local employment taxes, providing workers' compensation insurance, as well as fringe benefit programs for its employees, including those employees who are Employees under the terms of this Agreement. Contractor agrees to pay and hold harmless Client from any and all taxes, assessments or governmental charges in connection with all or any of the Services provided under the terms of this Agreement.
- b. Client will immediately forward to Contractor any garnishment orders, involuntary deduction orders, notices of IRS liens, and other forms of legal process received by Client affecting payment of wages to Workers and will cooperate with Contractor in responding thereto.
- c. Employees will receive wages solely through Contractor. It is a material breach of this Agreement for Client to pay any Employee in cash or by any other means for any Services rendered. Any individual whom the Client pays directly for any Services rendered will not be considered an Employee under this Agreement as to the Services for which the Client provides payment.
- d. Contractor shall warrant compliance with all federal immigration laws and regulations that relate to Employees and that it has verified employment eligibility of each Employee through the e-verify program. Contractor acknowledges that a breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of the Agreement.
- e. Contractor further acknowledges that Client retains the legal right to inspect the papers of any Employee of Contractor who works under this Agreement to ensure compliance by Contractor. Contractor shall facilitate this right by notice to Workers and their supervisors.

### 13. Safe Work Environment

- a. Contractor and its Employees will comply with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, or local governments, and will immediately report all work related accidents involving the Employee within 24 hours to Client.
- b. Contractor will provide or ensure that all Employees use personal protective equipment as required by federal, state, local law, regulations, ordinance, directive, or rule.
- c. Contractor or its workers' compensation carrier has the right to inspect the Client's premises and operation, but is not obligated to conduct any inspections. Contractor reserves the right to audit safety activities. Contractor or its insurers may give reports to Client on the conditions found at Client's worksites. Client will supply documentation related to safety activities as prescribed by law (e.g., safety meeting, training, maintaining OSHA log). Neither the Contractor's insurer nor Contractor warrants the result of the inspections or the absence thereof, or that the operations or

premises are in compliance with any laws, regulations, codes, or standards.

#### 14. Supervision

- a. Contractor will provide direction, supervision, training and control of each Employee in the performance of the Services. The Client will provide only daily monitoring of the Employee and will report to Contractor. Contractor shall designate at least one (1) on-site supervisor from among the Employees assigned to complete the Services. This on-site supervisor shall direct the operational and administrative matters relating to the Services, and shall be under the direct supervision of the Contractor. If Contractor fails to designate an on-site supervisor, Employees assigned to perform Services for the Client shall remain responsible to the Contractor or designee.
- b. Contractor shall determine the procedures to be followed by Employees regarding the time and performance of the Employees' job functions and duties, and these will coincide with Client requirements regarding time and performance of same. Client agrees to cooperate with Contractor in the formation of such policies and procedures and permit Contractor to implement its policies and procedures relating to the Workers.
- c. Client shall make all non-routine directives through the Contractor's on-site supervisor, or if an on-site supervisor is not provided, then through the Contractor or designee.
- d. Contractor shall have no authority to bind the Client to any contract, promise, statement, or representation or incur any other liability unless specifically authorized in writing by the Client. Should Contractor incur costs or expense on behalf of the Client without the specific authorization of the Client, the Contractor shall pay such cost or expense and shall hold harmless the Client from any and all claims assessments or charges in connection with such unauthorized costs or expenses.
- e. Contractor shall not be liable to the Client for any costs or expense incurred by the Contractor with the specific written authorization of the Client. Should Contractor incur costs on behalf of the Client and claims or assessments be incurred by the Client as a result, Client shall pay such cost or expense and shall hold harmless the Contractor from any and all claims, assessments or charges in connection with such authorized costs or expenses.

#### 15. Indemnification

Contractor expressly and unequivocally agrees to defend and indemnify Client and its governing board members, officers, directors, employees, insurers, indemnitors, and agents for and hold them harmless from all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, attorney's fees, including injuries to Contractor's employees (including Workers) ("Claims"), arising from, connected with, relating to, or resulting from this Agreement and/or Contractor's or Employee's performance of Services under this Agreement, including without limitation all claims arising from, connected with, relating to, or resulting from any actual or claimed negligent acts or omissions of Contractor or its officers, directors, shareholders, employees, and agents,

provided that this indemnification agreement shall only be applicable to the extent that Claims are not covered under the terms and conditions of the coverage provided to the Contractor and the Worker by the Arizona Municipal Risk Retention Pool (AMRRP), and that such Claims are not the sole result of any act, error or omission of the Client.

16. Adjudication of Agreement

If any court or arbitrator of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the parties desire and agree that the remaining parts of this Agreement will nevertheless continue to be valid and enforceable.

17. Modification or Waiver of Agreement

No modification or waiver of this Agreement will be valid unless the modification or waiver is in writing and signed by the designated representative of the Client and a principal of Contractor. The failure of either party at any time to insist upon the strict performance of any provision of this Agreement will not be construed as a waiver of the right to insist upon the strict performance of the same provision, at any future time.

18. Notices

All notices or other communication required or permitted under this Agreement shall be in writing and shall be made by hand delivery or overnight courier, or prepaid first class certified mail addressed as follows:

Contractor: PO Box 235 Cottonwood, AZ 86326

Client: Iris Dobler, Human Resources Manager  
City of Cottonwood  
816 N. Main Street, Cottonwood, AZ 86326

Steven B. Horton, City Attorney  
827 N. Main St., Cottonwood, AZ 86326

19. No Rule of Strict Construction

Both parties have approved the language of this Agreement, and no rule of strict construction will be applied against either party.

20. Entire Agreement

This Agreement contains all of the agreements between the parties relating to the matters set forth in this Agreement. The parties have no other agreements relating to those matters, written or oral. The parties will execute and deliver to each other any and all such further documents and instruments, and will perform any and all such other acts, as reasonably may be necessary or proper to carry out or effect the purposes of this Agreement. Usage of the Mohave Educational Services Cooperative, Inc. contract necessitates compliance with the Mohave contract terms.

21. Headings

The descriptive headings of the paragraphs and subparagraphs of this Agreement are intended for convenience only, and do not constitute parts of this Agreement.

22. Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

23. Choice of Forum

The parties agree that the proper and exclusive forum for any action or arbitration arising out of or relating to this Agreement is the county in which Client is located or Maricopa County, Arizona, at the Client's sole election, and that any such action or arbitration will be brought only in that county. The parties consent to the exercise of personal jurisdiction in any such action or arbitration by the courts or arbitrators of that county. This shall not be construed as a waiver for a jury trial.

24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the conflict of law provisions thereof.

25. Validity

This Agreement shall be valid and enforceable only after the designated representative of both Client and Contractor has signed it.

26. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the Client may, within three (3) years after its execution cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Client is, at any time while the contract or any extension of the contract is in effect, an Worker or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

27. Mandatory Sudan and Iran Provision

Prohibition on 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 agreement and exercise other remedies as provided by law, in accordance with A.R.S. §§35-391.06 and 35-393-06.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated at their respective signatures below.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**Client Name**

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

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

DATED this \_\_th day of \_\_\_\_\_, 20\_\_

Educational Services Inc.

By: Phil Tavasci

Its: President



Mohave Educational Services Cooperative Contract # 07F-ESI-0516  
PURCHASE ORDER MUST ACCOMPANY SIGNED EXHIBIT A

# Educational Services Incorporated

PO Box 235

Cottonwood, AZ 86326

928-634-7639 Fax 928-634-5639

## Subscriber Service Agreement

### SAMPLE Exhibit A

District: **Client Name**

We are pleased to honor your request for the position of **Position Title**. **Employee's Name** is being recommended for this position. Please review the information below and return a signed original copy to ESI. Upon receipt of approved purchase order from MESC, **Employee's Name** will be assigned to this position.

Length of Contract: 2011-2012 FY

Starting and Ending Dates: Starting Date to Ending Date: # days

Benefits: Days per year sick leave; Days per year vacation leave.

Special Requirements: \_\_\_\_\_

A. Employee Gross Wages			
B. Direct Payroll Costs and Insurance*			
Fica & Medicare	7.65%	\$	-
AZ Unemployment	1.83% of first \$7000.00 per calendar yr.	\$	256.20
Federal Unemployment	0.80% of first \$7000.00 per calendar yr.	\$	112.00
Worker's Comp.	0.51%	\$	-
C. Employee Benefit Charge		\$	-
D. Special Requirements by Subscriber			
E. Management Fee	4.0000% of Emp. Gross Wages	\$	-
<b>Total Service Fee</b>		<b>\$</b>	<b>368.20</b>

- A. Employee Gross Wages: Gross wages including commissions, bonus and overtime.
- B. Direct Payroll Costs and Insurance: Includes social security, unemployment, comprehensive liability, workers' compensation, etc.
- C. Employee Benefit Plan: As listed above.
- D. Special Requirements by Subscriber.
- E. Administration Fee: Equals Mohave Price (including Admin Fee).

\*Comprehensive liability and workers' compensation rates subject to change during contract period. Billing is one month in advance.

Accepted by: **Client Name**

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

Title: \_\_\_\_\_

Accepted by: Educational Services, Inc.

*Phil Tavasci*

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

President

Title: \_\_\_\_\_

**EXHIBIT B**

**COMPENSATION AGREEMENT**

The undersigned agrees to perform the services each period described in the Client Service Agreement between Educational Services Incorporated and \_\_\_\_\_ for a total administration fee as shown below and in accordance with Mohave contract No. 07F-ESI-0516:

**JULY 1, 20\_\_ TO JUNE 30, 20\_\_**

Employee's first year = 4.00% of gross wages  
Employee's second year = 4.00% of gross wages  
Employee's third + years = 3.5% of gross wages

**AGENCY NAME:** Educational Services, Inc.  
PO Box 235  
Cottonwood, AZ 86326

*Phil Tavasci*  
**Signed By**  
President  
**Title**

*July 1, 2011*  
**Date**  
(928) 634-7639      (928) 634-5639  
**Telephone**                      **Fax**

## **EXHIBIT C**

ESI employees are required to follow the Client Calendar and adhere to Client Policies with the same standards of conduct as regular employees. Daily activities are closely monitored by the Client's supervisor. If the supervisor has any concerns with the performance of one of our employees or their conduct we wish to be notified immediately so that we can, in collaboration with the Client, take any necessary action. Since we are the employer of record it is important that we are accountable for and responsive to any ESI employee concerns.

Please notify supervisors that monitor ESI employees so that they, too, understand the relationship and accountability of ESI employees to the District. Employee behaviors detrimental to the workplace will not be tolerated and immediate action for removal will be instigated by placing the employee on administrative leave until an investigation has been completed and a collaborative decision made by the Client and ESI.

If there are any complaints of sexual harassment or discrimination based on sex, race, color, national origin, religion, age, or disability report it immediately to Dr. John Tavasci at 877-303-7639.

Thank you for collaborative participation in this venture with E.S.I.

## City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	March 20, 2012
<b>Subject:</b>	<b>Request to disband the Self-Insurance Trust Board (aka Employee Benefits Trust Board) and direct that the remaining Trust balance be used to pay for short-term disability benefits.</b>
Department:	HR
From:	Iris Dobler, Human Resources Manager

### **REQUESTED ACTION**

Staff is requesting that the Self-Insurance Trust Board be disbanded and that the remaining funds be transferred into the General Fund and used for the same purpose they are currently being used for until they are expended.

### **SUGGESTED MOTION**

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

"I move to disband the Self-Insurance Trust Board effective March 21, 2012, and direct staff to transfer the remaining Trust balance into the general fund, to be used to fund the short term disability program until the balance is expended."

### **BACKGROUND**

This Board was originally created by Council on May 7, 1985 for the purpose of providing and maintaining death and/or accident and health benefits. Over the years, the City moved from maintaining a self-insured benefit program to being a member of a health insurance pool, the Arizona Public Employees Health Pool - APEHP.

Currently, the Trust provides only Short-Term Disability benefits to employees. The current fund balance is approximately \$60,000, which will be reduced to approximately \$35,000 after current claims are concluded. When these funds are exhausted, the current Short-Term Disability program will no longer be available to employees. This Short Term Disability Program was never intended to be a permanent City funded program.

Since the City no longer has any self-insured benefit programs, and the Short-Term Disability program will end when current funds are used, the purpose for which this Board was established will no longer exist.

The Council could, if they desire, direct staff to establish a new Short-Term Disability

program. However, funding would have to come from the General Fund or some other funding source.

**JUSTIFICATION/BENEFITS/ISSUES**

City Attorney Steve Horton has done research of the Arizona Revised Statutes and reports that the Council may decide to disband this Board at any time, and revert remaining funds to the General Fund, where they could continue to be used for the Short-Term Disability program until the balance has been expended.

**COST/FUNDING SOURCE**

There would be no costs involved to disband this Board.

**ATTACHMENTS:**

Name:	Description:	Type:
No Attachments Available		



# City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date: March 20, 2012  
**Subject:** Review and Approval of the City Council Vision, Mission Statement, and Strategic Initiatives  
Department: City Manager  
From: Doug Bartosh - City Manager

## **REQUESTED ACTION**

We are requesting City Council direction and/or approval of the City Council's 2012 Vision, Mission Statement, and Strategic Initiatives.

## **SUGGESTED MOTION**

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

I move to approve the City Council's 2012 Vision, Mission Statement and Strategic Initiatives.

## **BACKGROUND**

On January 23rd, the City Council met in their annual retreat to develop the 2012 Vision, Mission Statement, and Strategic Initiatives for the city. Additional input has been provided and added for the City Council's consideration and approval. The City Council is encouraged to add any further suggestions prior to approval.

## **JUSTIFICATION/BENEFITS/ISSUES**

The 2012 Vision, Mission Statement and Strategic Initiative will provide a road map of important initiatives for the City Council and staff for 2012 and beyond.

## **COST/FUNDING SOURCE**

N/A

## **ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">2012 Council Retreat Strategic Initiatives Rev 3-7-12.doc</a>	2012 Strategic Initiatives	Backup Material



## **2012 City of Cottonwood Council Retreat**

### **STRATEGIC INITIATIVES**

#### **Strategic Initiative #1: Growth should support the cost of new city services**

##### **Goals:**

- Contract for a cost of growth study. Ensure it includes the cost and benefits of growth, issues of sustainability, impact fees, funding options such as sales/property taxes, impact of no-growth, etc. – 1/13 – Responsible Staff : Doug Bartosh

#### **Strategic Initiative #2 – Ensure our employees are trained and competitively compensated to ensure a qualified workforce to provide quality services**

##### **Goals:**

- Complete a compensation study to develop strategies for market competitiveness (include benefit comparison) - 6/12 – Responsible Staff: Doug Bartosh

#### **Strategic Initiative #3 – Build and retain a strong diversified economy**

- **Goals:**
- Increase use of Business Assistance Center by 15% -- 6/13 – Responsible Staff: Casey Rooney
- Encourage other communities to use the Business Assistance Center and to provide financial support – 6/12 – Responsible Staff: Casey Rooney
- Enhance our marketing and reputation as a business friendly city, which promotes local businesses – 6/13 – Responsible Staff: Casey Rooney
- Promote the development of a resort and Conference Center – 6/13 – Responsible Staff: Doug Bartosh/Casey Rooney
- Update and expand Portal/Entry signage into Cottonwood – 9/12 – Responsible Staff: Morgan Scott
- Promote Neighborhood Clean-Ups through “Lookin’ Good Cottonwood” Campaign – 6/12 – Responsible Staff: Dan Lueder
- Develop a plan to identify historic boundaries and the preservation of historic buildings in Cottonwood – 1/13 – Responsible Staff: Charlie Scully
- Implement an instrument approach designation for the airport – 6/12 – Responsible Staff: Morgan Scott

- Complete the 3 to 5 year objectives in the Focus on Success program with an emphasis on creating jobs – 6/13 – Responsible Staff: Casey Rooney
- Work with the Chamber of Commerce, the Cottonwood Economic Development Commission, the Old Town Association and the general community to develop a “brand” for the city – 1/13 – Responsible Staff: Casey Rooney
- Develop a revolving loan fund to support the creation of new businesses – 9/12 – Responsible Staff: Casey Rooney
- Work with the Chamber of Commerce to promote a “Buy Local” Campaign – 6/12 – Responsible Staff: Casey Rooney
- Market and expand the Cottonwood/Lynx transit systems – 6/13 – Responsible Staff: Richard Faust

#### **Strategic Initiative #4 – Develop water adequacy for our citizens for today and into the future**

##### **Goals:**

- Develop an ordinance regarding water reuse and dual plumbing – 6/12 – Responsible Staff: George Gehlert
- Create incentives for citizens for removal of high water usage landscaping, installation of rainwater harvesting, etc. – 9/12 – Responsible Staff: Tom Whitmer
- Place low-water usage items within City facilities when practical – 6/13 – Responsible Staff: Dan Lueder
- Participate in Water Literacy for Kindergarteners and Project WET – 6/13 – Responsible Staff: Dan Lueder
- Develop an integrated water management plan – 1/13 – Responsible Staff: Tom Whitmer
- Develop a comprehensive water conservation education program – 1/13 – Responsible Staff: Tom Whitmer

#### **Strategic Initiative #5 – Develop initiatives that protect the environment of the Verde Valley for future generations**

##### **Goals:**

- Create development incentives to encourage “green” building and LEED certification – 6/12 – Responsible Staff: George Gehlert
- Pursue the annexation of the 10 sections of state trust land north of the city with the goal of preserving as much open space as allowable – 1/13 – Responsible Staff: Doug Bartosh/George Gehlert
- Encourage residential and commercial infill and create a map of available areas – 6/12 – Responsible Staff: George Gehlert
- Construct Riverfront Reclamation Facility – 12/13 – Responsible Staff: Dan Lueder
- Develop process to obtain 80 acres on Black Canyon Wash traded for property contiguous to the City – 1/13 – Responsible Staff: Doug Bartosh
- Proceed with update of the General Plan. – 6/13 – Responsible Staff: George Gehlert
- Absorb the management of the CAT and Lynx system into Cottonwood. – 7/12 – Responsible Staff: Richard Faust

## **Strategic Initiative #6 - Quantify our street standards and improvement plans including funding options**

### **Goals:**

- Complete design and construction of 12<sup>th</sup> St from Hwy 89A to Fir Street – 12/13 – Responsible Staff: Dan Lueder
- Complete construction of Mingus Ave west of Willard – 10/12 – Responsible Staff: Dan Lueder
- Complete an analysis of the need and costs of all street improvements along with funding options – 9/12 – Responsible Staff: Dan Lueder
- Complete remodel of Mingus Avenue between Main Street and Willard to include complete sidewalks and bike lanes – 10/13 – Responsible Staff: Dan Lueder
- Complete reconstruction of 10<sup>th</sup> Street between Main Street and Mingus Street – 10/12 – Responsible Staff: Dan Lueder

## **Strategic Initiative #7 – Determine options involving collection and disposal of recyclables and trash.**

### **Goals:**

- Develop public education on recycling – 6/12 – Responsible Staff: Doug Bartosh
- Establish a truck route / truck weight limits on residential streets – 6/12 – Responsible Staff: Dan Lueder
- Continue to look at options for solid waste disposal to include assuming operation of the compactor site – 3/12 – Responsible Staff: Dan Lueder
- Develop a plan to safely dispose of hazardous household waste – 9/12 – Responsible Staff: Dan Lueder
- Develop a solid waste transfer station – 6/13 – Responsible Staff: Dan Lueder

## **Strategic Initiative #8 – Support recreation, neighborhood health, and quality of life initiatives.**

### **Goals:**

- Complete additional upgrades to the parking area and sidewalks at Riverfront Park – 8/12 – Responsible Staff: Dan Lueder
- Slag Pile Removal Initiated with the construction of the crushing plant – 6/13 – Responsible Staff: George Gehlert
- Begin implementation of bicycle plan and seek Bicycle Friendly Community designation – 6/12 – Responsible Staff: Nikki Arbiter
- Continue Trails System Planning and development – 6/13 – Responsible Staff: Charlie Scully
- Address Parks and Recreation needs through a consultant study – 6/13 – Responsible Staff: Richard Faust

- Support legislation that would allow the city to obtain a Certificate of Need to provide medical transport services through the fire department – 6/12 – Responsible Staff: Mike Casson
- Participate in “Let’s Move” Projects – 6/13 – Responsible Staff: Richard Faust
- Market Recreation Center and Equestrian Center – 9/12 – Responsible Staff: Richard Faust
- Market the Farmers Market – 9/12 – Responsible Staff: Richard Faust

**Strategic Initiative #9 – Determine long and short term solutions for limited space in city facilities.**

**Goals:**

- Develop design and construct a regional public safety communications center – 6/13 – Responsible Staff: Doug Bartosh
- Design and construct a 2nd fire station in the area of Hwy 89A and Cornville Rd.– 6/13 – Responsible Staff: Mike Casson
- Locate and design a new city hall facility – 6/13 – Responsible Staff: Doug Bartosh

**Strategic Initiative #10 – Improve the City Web Site**

**Goals:**

- Combine Sewer and Water Bill – 6/12 – Responsible Staff: Dan Lueder
- Create a Historic Preservation web page/site – 6/12 – Responsible Staff: Charlie Scully/Brent Kinney
- Develop a city Facebook page – 4/12 – Responsible Staff: Rudy Rodriquez

**Strategic Initiative #11 – Continue to revitalize Old Town**

**Goals:**

- Continue to expand street scape / improve sidewalks to other areas of Old Town – 6/13 – Responsible Staff: Dan Lueder
- Complete the plan for the use of the Gardner property – 1/13 – Responsible Staff: Dan Lueder
- Develop more parking for Old Town with the completion of the lot behind Orion – 7/12 – Responsible Staff: Dan Lueder
- Develop plans, acquire funding for, and complete renovation of the Civic Center – 6/13 – Responsible Staff: Dan Lueder
- Complete Old Town Jail Renovation – 6/12 – Responsible Staff: Dan Lueder

**Strategic Initiative #12 -- Create Design Guidelines for development.**

Goals:

- Develop a slopes and wash ordinance – 6/12 – Responsible Staff: George Gehlert
- Determine special planning areas – 6/12 – Responsible Staff: George Gehlert
- Update retention basin ordinance – 6/12 – Responsible Staff: George Gehlert

DB/ka

## City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	March 20, 2012
<b>Subject:</b>	<b>Looking Good Cottonwood City-Wide Spring Cleanup April 14, 2012</b>
Department:	City Clerk
From:	Diane Joens, Mayor

### **REQUESTED ACTION**

Request for council contingency funds to be used for complimentary dumping passes, employee overtime, and other operational expenses, including a noon meal for volunteers, for the first annual Looking Good Cottonwood City-Wide Spring Cleanup.

### **SUGGESTED MOTION**

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

I move to authorize the Mayor and Council to expend up to \$5000 for the Looking Good Cottonwood April 14 City-Wide Cleanup.

### **BACKGROUND**

A Spring Cleanup Day is being organized for the City of Cottonwood. Residents and businesses will be encouraged to take pride in our community by getting out and raking, mowing their lawns, planting flowers and enthusiastically cleaning up their yards and volunteering to help others who are not able. We are concerned about the appearance of our City. A clean and beautiful city promotes the health of citizens and neighborhoods, encourages thriving economic development and enhances tourism. A City-wide cleanup provides a framework to bring together the talents and creative energies of diverse civic and volunteer groups including faith and non-profit organizations who are committed to transforming neighborhoods into neighborhoods of opportunity.

### **JUSTIFICATION/BENEFITS/ISSUES**

The City and many of its community partners wish to engage and promote strong and vibrant neighborhoods. Consider a building with a few broken windows. If the windows are not repaired, the tendency is for vandals to break a few more windows. Eventually, they may break into the building and cause damage. Or consider a sidewalk, or public lands. Some litter accumulates. Soon, more litter accumulates. Eventually, bags of trash or large dumpsites are created. Keeping neighborhoods, cities, and our public lands clean is

important to our citizens. Neighborhoods are the fabric of a community, a part of the threads that tie both geographic and social systems together. When one neighborhood is in decline, the whole community can be at risk. Community partners wish to engage in a major city-wide cleanup day on April 14. A second arm of this project will include For Our City Cottonwood volunteers who will paint, clean yards and landscape homes for elderly, disabled, or on city rights-of-way. Catholic Charities has created a voice mail phone number for community members who may seek assistance. Mike Worden of Cottonwood is the For Our City Cottonwood Coordinator.

Why is it important to strengthen and promote existing neighborhoods? Strengthening and promoting existing neighborhoods can stabilize the housing stock and contribute towards community ties. These ties produce a stronger community that can effectively react to problems such as crime, litter or deterioration. Dealing with these threats in a proactive and tenacious manner can ensure the vitality and property values of a community. Focusing on neighborhoods protects the health, safety and welfare of the people who live within the community. Communities want to address deterioration issues before they become a widespread problem within the community. Christopher Reeve once said, "Nothing of any consequence happens unless people get behind an idea."

A separate non-city related component of the cleanup through the churches, non-profits and other volunteers includes "Brush with Kindness" to remove exterior painting from homes that have fallen into disrepair; "Ramps Rails and Fencing," which will provide home safety features and fence repair, particularly for elderly homeowners, "Weatherization" to provide protection from the elements of eligible homeowners unable to do so themselves, and "Yard Cleanup and Care." The volunteers for this program include Catholic Charities, Church of Jesus Christ of Latter-day Saints, Verde Valley Baptist Church, Emmanuel Fellowship Church, Clarkdale St. Thomas of the Valley New Hope Christian Church, Evangel Worship Center Foursquare Church, and others.

**COST/FUNDING SOURCE**

City Council Contingency Funds.

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">3-20-12_FreeSlashProgram_Flyer.pdf</a>	Yavapai County Slash Program	Cover Memo
 <a href="#">Yavapai County Hardouse Waste Recycling Flyer.pdf</a>	Yavapai County Hazardous Waste Recycling Event Flyer	Cover Memo

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# YAVAPAI COUNTY BOARD OF SUPERVISORS ANNOUNCE THE 2012 FREE SLASH DROP-OFF PROGRAM

**WHERE:** The following County transfer stations: Black Canyon City, Camp Verde, Congress, Mayer, Seligman, and Skull Valley

**WHEN:** Beginning March 1st, 2012 through June 1st, 2012

This free slash drop-off program will assist residents in developing necessary defensible space around their homes and other structures that could fuel fires. Keeping fuels managed is absolutely necessary to help avoid uncontrolled fires that can become extremely damaging. Please take advantage of the free slash drop-off program and clean up around your properties.

The following items ONLY will be accepted:

- \* Brush
- \* Branches
- \* Grass & Leaves
- \* Yard Trimmings
- \* All slash must be removed from plastic bags



These items will NOT be accepted:

- \* Lumber
- \* Stumps
- \* Roots
- \* Cactus
- \* Metal
- \* Garbage



For additional information, please contact  
Yavapai County Public Works Department at (928) 771-3183

# Yavapai County Announces

## **FREE** **Household Hazardous Waste Recycling Event**



Recycle your paints, auto batteries and other batteries, motor oil and fluids, aerosol cans, pesticides, fluorescent lights, acids, household cleaners, lawn and garden products at the HHW event.

Please limit loads to 15 gallons or 125 pounds.



**WHEN:** Saturday, April 14

**WHERE:** Verde Valley Roads Dept.  
4000 Cherry Creek Road

**TIME:** 8 a.m. to 12 p.m.

For more information call  
Yavapai County Public Works (928) 771-3183



Sponsored by:



## City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	March 20, 2012
<b>Subject:</b>	Special Event Liquor License for the Yavapai College Foundation (Steve M. Walker Applicant).
Department:	City Clerk
From:	Marianne Jimenez, City Clerk

### **REQUESTED ACTION**

Council consideration and recommendation of approval or denial of a Special Event Liquor License Application submitted by Steve M. Walker, applicant for the Yavapai College Foundation.

### **SUGGESTED MOTION**

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

"I move to recommend approval of the Special Event Liquor License Application submitted by Steve M. Walker, applicant for the Yavapai College Foundation, for an event scheduled for April 13, 2012, at the Cottonwood Recreation Center."

### **BACKGROUND**

Steve M. Walker submitted a Special Event Liquor License application on behalf of the Yavapai College Foundation for a charitable event scheduled for April 13, 2012, at the Cottonwood Recreation Center located at 150 South Sixth Street.

### **JUSTIFICATION/BENEFITS/ISSUES**

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

### **COST/FUNDING SOURCE**

N/A

### **ATTACHMENTS:**

Name:

 [3-20-12 Yavapai College LL.pdf](#)

Description:

Special Event Liquor License Application for Steve M. Walker Backup Material

Type:



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

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

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

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

Name Yavapai College Foundation 100%  
Percentage

Address 1100 E Sheldon St, Prescott, AZ 86301

Name \_\_\_\_\_ Percentage

Address \_\_\_\_\_  
(Attach additional sheet if necessary)

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

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

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

\_\_\_\_\_ # Police  Fencing  
<sup>4</sup>\_\_\_\_\_ # Security personnel  Barriers

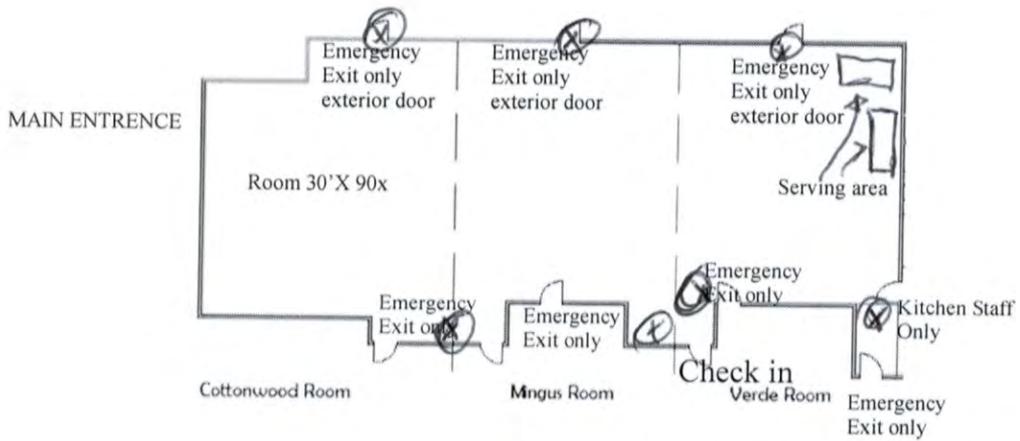
Invitation only event is contained within the building located at located at 150 S 6th Street. Security will be posted at doors. Certified servers will serve spirituous beverages and check ids.

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

**(ATTACH COPY OF AGREEMENT)**

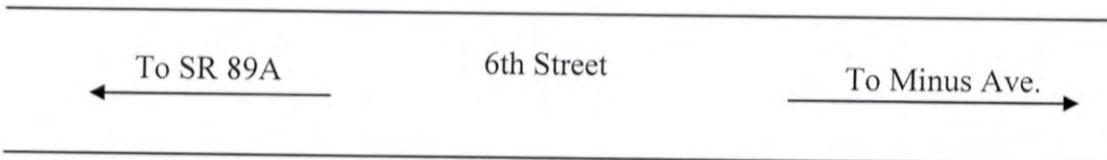
\_\_\_\_\_ ( ) \_\_\_\_\_  
Name of Business Phone Number

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



Cottonwood Recreation Center  
 150 6th Street Cottonwood, AZ

⊗ Security Positions



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

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

X [Signature] President, YCF Board of Directors 3.6.12 (928) 776-2025  
 (Signature) (Title/Position) (Date) (Phone #)



KIMBERLY ANN FLORES State of ARIZONA County of YAVAPAI  
 Notary Public—Arizona  
 Yavapai County  
 Expires on 08/31/2015

The foregoing instrument was acknowledged before me this 6 Day MARCH Month 2012 Year

My Commission expires on: AUGUST 31, 2015 (Date) [Signature] (Signature of NOTARY PUBLIC)

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

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

X [Signature] State of ARIZONA County of YAVAPAI  
 (Signature) The foregoing instrument was acknowledged before me this



KIMBERLY ANN FLORES  
 Notary Public—Arizona  
 Yavapai County

6 Day MARCH Month 2012 Year

My commission expires on: AUGUST 31, 2015 (Date) [Signature] (Signature of NOTARY PUBLIC)

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

**LOCAL GOVERNING BODY APPROVAL SECTION**

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

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:  
 \_\_\_\_\_  
 \_\_\_\_\_ (Employee) \_\_\_\_\_ (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
 \_\_\_\_\_ (Title) \_\_\_\_\_ (Date)

## City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	March 20, 2012
<b>Subject:</b>	Settlement Agreement with the Green Family Trust
Department:	Attorney
From:	City Manager    City Attorney    Development Services/Engineering

### **REQUESTED ACTION**

Approval of Settlement Agreement with the Green Family Trust

### **SUGGESTED MOTION**

"I move to approve the settlement agreement with the Green Family Trust, and to authorize the Mayor to execute the agreement and any additional documents required to carry out the intent of the agreement."

### **BACKGROUND**

In the course of acquiring the Gardner property in Old Town, staff identified some issues with the County's official property records in that area. Specifically, it appears that the County Assessor mistakenly attached a portion of Yavapai Street, as well as a small strip of land bordering Main Street to an adjacent parcel owned by Ed Green and/or a family trust controlled by him. Compounding the problem, Mr. Green paid taxes on this property for a number of years, even though there is no evidence in the record that the property (which we believe had in fact been dedicated to the public as part of a platting process that was conducted in the 1950's) belongs to Mr. Green. And for his part, Mr. Green could produce no additional evidence to substantiate his claim to the property.

The City made a number of good faith attempts to resolve the issue with Mr. Green directly, but those efforts were either rebuffed, or met with what staff determined to be unreasonable demands for compensation. Following those unsuccessful efforts, the City engaged local attorney Shiloh Hoggard to file a "quiet title" action in superior court, at which the City was prepared to establish its legal right to the disputed property - notwithstanding the Assessor's mistaken assignment of the property to Mr. Green and Mr. Green's payment of a very small sum in taxes for the property over the years.

While the quiet title action was pending, the parties renewed their discussions regarding possible settlement. Those discussions resulted in the proposed/attached settlement, under which Mr. Green will completely and permanently waive any claims he has to the subject property in exchange for a one-time payment of \$11,000.00.

Following approval of the settlement agreement (should Council approve), staff intends to authorize Mr. Hoggard to continue the quiet title action, which we expect to be resolved in the City's favor by default. This will resolve any remaining uncertainty regarding legal title to the property in question once and for all, at minimal additional expense to the City.

**JUSTIFICATION/BENEFITS/ISSUES**

The proposed settlement agreement will go a long way toward resolving a significant ambiguity in the County's official property records regarding title to a portion of Yavapai Street as well as a strip of land fronting Main Street and affecting several Old Town properties, including City-owned property. This acquisition will also allow the city to make improvements to Yavapai Street as funding is available.

**COST/FUNDING SOURCE**

HURF

**ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">3-20-12 Green Settlement Agreement.pdf</a>	Green Settlement Agreement	Backup Material
<a href="#">3-20-12 Green Quitclaim Deed.pdf</a>	Green Quitclaim Deed	Backup Material

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## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into effective this 22 day of February, 2012, by and between The Green Family Trust, dated January 9, 1991, Edward L. Green as sole Surviving Trustee, Edward L. Green, in his individual capacity (collectively referred to as “the Greens”), and the City of Cottonwood, an Arizona municipal corporation (hereinafter referred to as “City”). The foregoing entities shall be referred to collectively as “Parties.” This Agreement specifically relies upon the following facts, conditions, rights and duties:

### *Recitals*

WHEREAS, a dispute exists between the Parties due to competing claims of title to certain real property located in the City and more fully described by the legal description contained in Exhibit “A” to this Agreement (hereinafter referred to as “Subject Property”).

WHEREAS, the Greens contend that they own the Subject Property by virtue of having paid assessed property taxes for several years;

WHEREAS, the City contends that it owns the Subject Property as a result of actual conveyance and express or implied dedication;

WHEREAS, the City has the legal authority to enter into this Agreement pursuant to A.R.S. §§ 9-240(B)(3), 241(A), and 401;

WHEREAS, recognizing the risks arising from multiple legal and factual disputes and the burdens and expenses of litigation, the Parties, their successors, assigns, trustees, affiliates, agents, attorneys and insurers have agreed to settle their disputes, as set forth within this Agreement; and,

WHEREAS, based on the Terms of this Agreement, the Parties agree to fully resolve their differences and release each other from any further claims, causes, demands and/or lawsuits involving ownership of the Subject Property.

ACCORDINGLY, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following, material terms:

## *Terms*

### **I. The Parties' Waiver And Release Of All Claims**

The Parties, on behalf of themselves and their respective and applicable subsidiaries, predecessors, successors, related companies, indemnitors, directors, officers, shareholders, members, agents, attorneys, employees, assigns, personal representatives, estates, trustees, beneficiaries, heirs, legatees and marital communities, hereby release and discharge each other, and each other's respective and applicable subsidiaries, predecessors, successors, related companies, indemnitors, directors, officers, shareholders, members, agents, attorneys, employees, assigns, personal representatives, estates, trustees, beneficiaries, heirs, legatees and marital communities, from any and all claims, whether asserted or not, whether derivative or not, both legal and equitable, whether known or unknown, whether accrued or un-accrued, for or in connection with the ownership to the Subject Property.

However, this waiver and release is limited to the extent that it shall in no way prevent the City from pursuing necessary legal action in order to quiet title to the Subject Property against other known, or unknown, claimants or persons with an interest in the Subject Property, which may be predecessors of the Greens. This exception specifically includes, but is not limited to, any heirs of Alonzo Mason.

### **II. The City's Agreement To Pay \$11,000.00 To The Greens and to Maintain Yavapai Street as a Dedicated Public Street and Right-of-Way**

As consideration for this Agreement, the City agrees to pay \$11,000.00 by check payable to The Green Family Trust, dated January 9, 1991, Edward L. Green, Trustee. The City further agrees that it will maintain all of Yavapai Street as a public street and public right-of-way, but it shall not be obligated to improve Yavapai Street beyond its current condition.

### **III. The Greens' Agreement To Transfer Any Interest In The Subject Property**

As consideration for this Agreement, The Green Family Trust, dated January 9, 1991, Edward L. Green, Trustee, agrees to execute the Quit Claim Deed, attached as Exhibit "B," which quitclaims any and all interest and title which the Greens may have to the Subject Property to the City.

### **IV. Transaction Costs To Be Paid By The City**

Any costs associated with effecting the transfer of the Subject Property (*e.g.*, recording fees) shall be paid by the City.

## **V. No Assignment Of Claims Or Rights**

Each Party represents and warrants that no portion of any claim, matter or thing released under this Agreement has been assigned or transferred to any other person or entity, either directly, by way of mortgage, deed of trust, liens, subrogation, operation of law, or otherwise.

## **VI. No Admission By Any Party**

Each Party to this Agreement agrees that no Party has admitted any fact, contention or claim asserted or made by any other Party; and that the transfers and other consideration specified herein are to effectuate the settlement of claims that are denied and contested.

## **VII. Other Representations, Warranties and Conditions**

A. The Parties warrant that they each have the right, authority and capacity to execute and deliver this Agreement.

B. The Parties represent and warrant that, except as expressly set forth herein, no representation of any kind or character has been made to induce them to execute and enter into this Agreement.

C. The Parties represent and warrant: (i) that in executing and entering into this Agreement, they have each sought legal advice from legal counsel of their own choosing, or each has knowingly waived their right to seek counsel; (ii) that they each have read the contents of this Agreement; (iii) that each fully understands the terms and consequences of this Agreement; and (iv) that hereafter they shall not deny the validity of this Agreement on the grounds that each did not have advice of counsel or did not knowingly enter into this Agreement.

D. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona. Any action to enforce or interpret this Agreement shall be, to the extent possible, commenced and maintained in the Yavapai County Superior Court.

E. This Agreement shall be deemed prepared equally by counsel for all the Parties and no contrary presumption, interpretation or construction shall arise in the event of any ambiguity or uncertainty.

F. This Agreement may be executed in counterpart by the Parties, each of which shall be deemed an original, but all of which together shall constitute one Agreement upon the signature of all the Parties. Each Party shall sign a sufficient number of counterparts so that each other Party will receive a fully-executed original of the Agreement. Copies of signatures,

signatures transmitted by facsimile, as well as copies thereof, shall be deemed original for all purposes.

G. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement, and it fully supersedes any and all prior understandings, representations, warranties and agreements between the Parties, whether oral or written, pertaining to the subject matter of this Agreement.

H. No provision of this Agreement may be altered, modified or amended, except by a subsequent writing signed by all the Parties. The Parties agree that they will make no claim at any time that this Agreement has been orally altered or modified or otherwise changed by oral communications of any kind or character.

I. Should any provision of this Agreement be declared or determined by any Court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected. The part, term or provision declared illegal or invalid shall be deemed not to be a part of this Agreement.

J. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective agents, affiliates, attorneys, trustees, representatives, successors, predecessors, heirs, assigns, affiliated entities, owners, directors, officers, employees, shareholders, heirs, beneficiaries, legal representatives, insurers and anyone with the legal authority to act for the principals herein, collectively referred to as "the Parties."

K. If any legal action or other proceedings is brought to enforce this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

L. Any person executing this Agreement in a representative capacity hereby warrants and represents that he or she has the authority to do so.

M. Time is of the essence with respect to each and every provision of this Agreement.

### **VIII. Payment of Attorneys' Fees**

Each party will bear their own attorneys' fees and costs.

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

THE GREEN FAMILY TRUST, DATED  
JANUARY 9, 1991:

CITY OF COTTONWOOD

By *E. Green*

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

Its: Sole Surviving Trustee \_\_\_\_\_

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

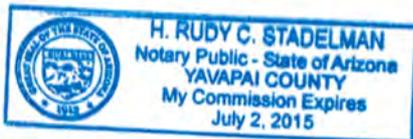
*Edward L. Green*  
Edward L. Green, in his individual capacity

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF YAVAPAI    )

The foregoing instrument was duly executed and acknowledged before me this 22 day of February, 2012, by Edward L. Green as Trustee and individually.

*H. Rudy C. Stadelman*  
Notary Public

My commission expires:



STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF YAVAPAI    )

The foregoing instrument was duly executed and acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, 2012, by \_\_\_\_\_.

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

My commission expires:

# **EXHIBIT “A”**



SOUTHWESTERN ENVIRONMENTAL CONSULTANTS, INC.

E-mail: info@sec-landmgt.com  
www.sec-landmgt.com

City of Cottonwood  
10-0705CS  
Page 1 of 7

**LEGAL DESCRIPTION**  
**APN: 406-36-015G**  
**(Westerly Portion)**

A parcel of land lying within Section 27, Township 16 North, Range 3 East of the Gila and Salt River Meridian, City of Cottonwood, Yavapai County, Arizona, more particularly described as follows:

**Commencing** at a found 5/8 inch diameter smooth bar with no cap or tag, locally accepted as the Southwest corner of Section 27, in the intersection of Main Street and Pima Street, from which the South 1/16 corner of said Section 27 monumented by a found 1/2 inch rebar with plastic cap stamped "LS 21580" bears North 00°42'02" East a measured distance of 1336.75 feet, recorded in Book 67 of Land Surveys, page 34, as North 00°42'02" East a distance of 1336.75 feet and from which a found 1/2 inch rebar with plastic cap stamped "CORNERSTONE LS 32224" bears North 00°41'12" East a measured distance of 1100.05 feet, recorded in Book 67 of Land Surveys, page 34, as North 00°41'12" East a distance of 1100.05 feet, and is used as **Basis of Bearings**;

**Thence**; North 00°41'12" East a measured distance of 794.61 feet to a found spindle with aluminum washer stamped "SEC RLS 40829", being the **True Point of Beginning**;

**Thence**; continuing North 00°41'12" East a measured distance of 305.44 feet to a found 1/2 inch rebar with plastic cap stamped "CORNERSTONE LS 32224";

**Thence**; South 88°27'07" East a measured distance of 34.80 feet, recorded as South 88°50'03" East a distance of 34.80 feet in Book 1898 of Official Records Pages 279-282, Yavapai County, and recorded as South 89°52'06" East a distance of 34.80 feet in Book 37 of Land Surveys Pages 7-8, Yavapai County, to a point monumented by a found 5/8 inch rebar with plastic cap stamped "SEC INC LS 40829";



EXPIRES ON  
06-30-13



*Growth is inevitable... it's planning that makes the difference.*

825 LOVE PARKWAY, SUITE A COTTONWOOD, AZ 86326 ■ (928) 634-5889 FAX (928) 634-2222

**Thence;** South 00°04'02" West a measured distance of 100.00 feet, recorded as South 01°09'57" West a distance of 100.00 feet in Book 1898 of Official Records Pages 279-282, Yavapai County, and recorded as South 00°07'54" West a distance of 100.00 feet in Book 37 of Land Surveys Pages 7-8, Yavapai County, to a point monumented by 1/2 inch rebar with brass tag stamped "LS 21080";

**Thence;** North 89°43'50" West a measured distance of 14.89 feet, recorded as North 88°50'03" West a distance of 15.00 feet in Book 1898 of Official Records Pages 279-282, Yavapai County, and recorded as North 89°52'06" West a distance of 15.00 feet in Book 37 of Land Surveys Pages 7-8, Yavapai County, to a point monumented by 1/2 inch rebar with brass tag stamped "LS 21080";

**Thence;** South 00°06'47" West a measured distance of 60.00 feet, recorded as South 01°09'57" West a distance of 60.00 feet in Book 1898 of Official Records Pages 279-282, Yavapai County, and recorded as South 00°07'54" West a distance of 60.00 feet in Book 37 of Land Surveys Pages 7-8, Yavapai County, to a point monumented by a found 5/8 inch rebar with plastic cap stamped "SEC INC LS 40829";

**Thence;** continuing South 00°06'47" West a measured distance of 65.15 feet to a found 1/2 inch rebar with brass tag stamped "SEC RLS 40829";

**Thence;** continuing South 00°06'47" West a measured distance of 57.49 feet to a found 1/2 inch rebar with plastic cap stamped "LS 19853";

**Thence;** continuing South 00°06'47" West a measured distance of 4.51 feet, recorded as South 00°55'40" West a distance of 4.51 feet in Book 67 of Land Surveys Page 34, Yavapai County, to a point;



EXPIRES ON  
06-30-13

**Thence;** South 89°53'01" East a measured distance of 191.99 feet, recorded as South 89°55'14" East a distance of 192.00 feet in Book 67 of Land Surveys Page 34, Yavapai County, and recorded as East a distance of 192.00 feet in Book 4235 of Official Records Page 115, Yavapai County, to a point monumented by a found 5/8 inch rebar with brass tag stamped "SEC RLS 40829";

**Thence;** South 89°47'54" East a measured distance of 132.53 feet, recorded as South 89°43'49" East a distance of 133.00 feet in Book 67 of Land Surveys Page 34, Yavapai County, to a point monumented by a found 5/8 inch rebar with plastic cap stamped "SEC INC LS 40829";

**Thence;** North 54°05'30" West a measured distance of 6.32 feet to a found 1/2 inch rebar with plastic cap stamped "WFM INC RLS 18215";

**Thence;** South 89°42'08" East a measured distance of 38.71 feet, recorded as South 89°45'06" East a distance of 38.87 feet in Book 67 of Land Surveys Page 34, Yavapai County, to a point monumented by a found 5/8 inch rebar with plastic cap stamped "SEC INC LS 40829";

**Thence;** South 68°52'27" East a measured distance of 110.87 feet, recorded as South 68°44'14" East a distance of 110.80 feet in Book 67 of Land Surveys Page 34, Yavapai County, to a point monumented by a found 1/2 inch rebar with brass tag stamped "SEC RLS 40829";

**Thence;** continuing South 68°52'27" East a measured distance of 32.60 feet, recorded as South 68°44'14" East a distance of 32.52 feet in Book 67 of Land Surveys Page 34, Yavapai County, to a point monumented by a found 1/2 inch rebar with brass tag stamped "SEC RLS 40829";



EXPIRES ON

06-30-13

**Thence;** South 80°20'31" East a measured distance of 189.01 feet, recorded as South 80°20'18" East a distance of 189.07 feet in Book 67 of Land Surveys Page 34, Yavapai County, to a point monumented by a found 1/2 inch rebar with plastic cap stamped "LS 19853";

**Thence;** South 89°46'35" East a measured distance of 47.59 feet, recorded as South 89°48'54" East a distance of 47.54 feet in Book 67 of Land Surveys Page 34, Yavapai County, to a point monumented by a found 1/2 inch rebar with plastic cap stamped "LS 19853";

**Thence;** South 00°11'29" West a measured distance of 30.10 feet, recorded as South 00°12'00" West a distance of 30.03 feet in Book 67 of Land Surveys Page 34, Yavapai County, to a point monumented by a found 1/2 inch rebar with plastic cap stamped "LS 19853";

**Thence;** North 89°40'44" West a measured distance of 49.97 feet, and shown as North 89°23'58" West a distance of 50.00 feet per an unrecorded Results of Survey of Yavapai Street by Joe Jones & Associates, Job # 87-37, sealed by Scott J. Smith, RLS 19853, on 8/4/1988, to a point monumented by a found 1/2 inch rebar with plastic cap stamped "LS 19853";

**Thence;** North 80°22'45" West a measured distance of 194.76 feet, and shown as North 79°56'13" West a distance of 194.65 feet per an unrecorded Results of Survey of Yavapai Street by Joe Jones & Associates, Job # 87-37, sealed by Scott J. Smith, RLS 19853, on 8/4/1988, to a point monumented by a found 1/2 inch rebar with plastic cap stamped "LS 19853";



EXPIRES ON

06-30-13

**Thence;** North 68°33'11" West a measured distance of 162.97 feet, and shown as North 68°11'07" West a distance of 163.05 feet per a unrecorded Results of Survey of Yavapai Street by Joe Jones & Associates, Job # 87-37, sealed by Scott J. Smith, RLS 19853, on 8/4/1988, to a point monumented by a found concrete nail and plastic cap stamped "LS 19853";

**Thence;** North 89°48'06" West a measured distance of 332.12 feet, and shown as North 89°23'58" West a distance of 332.00 feet per an unrecorded Results of Survey of Yavapai Street by Joe Jones & Associates, Job # 87-37, sealed by Scott J. Smith, RLS 19853, on 8/4/1988, to a point;

**Thence;** continuing North 89°48'06" West a measured distance of 23.04 feet, and shown as North 89°23'58" West a distance of 23.20 feet per an unrecorded Results of Survey of Yavapai Street by Joe Jones & Associates, Job # 87-37, sealed by Scott J. Smith, RLS 19853, on 8/4/1988, to the **True Point of Beginning** and containing 0.63 acre more or less.

*The description hereon was prepared by SEC Inc. on May, 10, 2011, at the request of, the City of Cottonwood, for the purpose of describing a parcel of private land in Yavapai County, Arizona. The authorized user of this document is the City of Cottonwood.*

*The description above is graphically depicted in Exhibit "A" attached hereto and made a part hereof without which this document is to be considered incomplete.*

**Unauthorized use is strictly prohibited.**

**SEC Inc. and the registrant cited below will not be responsible for errors committed by others if this description is not reproduced in its entirety exactly as written above, including this disclaimer. No liability is accepted for misuse or assumptions made by unauthorized users.**

**The author of this description is Mark J. Farr Arizona RLS 40829.**



EXPIRES ON  
06-30-13

# EXHIBIT "A"

406-36-015G (WESTERLY PORTION)

LOCATED IN SECTION 27, TOWNSHIP 16 NORTH,  
RANGE 3 EAST, GILA & SALT RIVER MERIDIAN,  
YAVAPAI COUNTY, ARIZONA.  
CITY OF COTTONWOOD

**406-36-015G GROSS  
& NET VALUES**

GROSS AREA =  
27,330 SQ. FT. 0.63 ACRE  
(INCLUDES EASTERLY  
HATCHED PORTION)

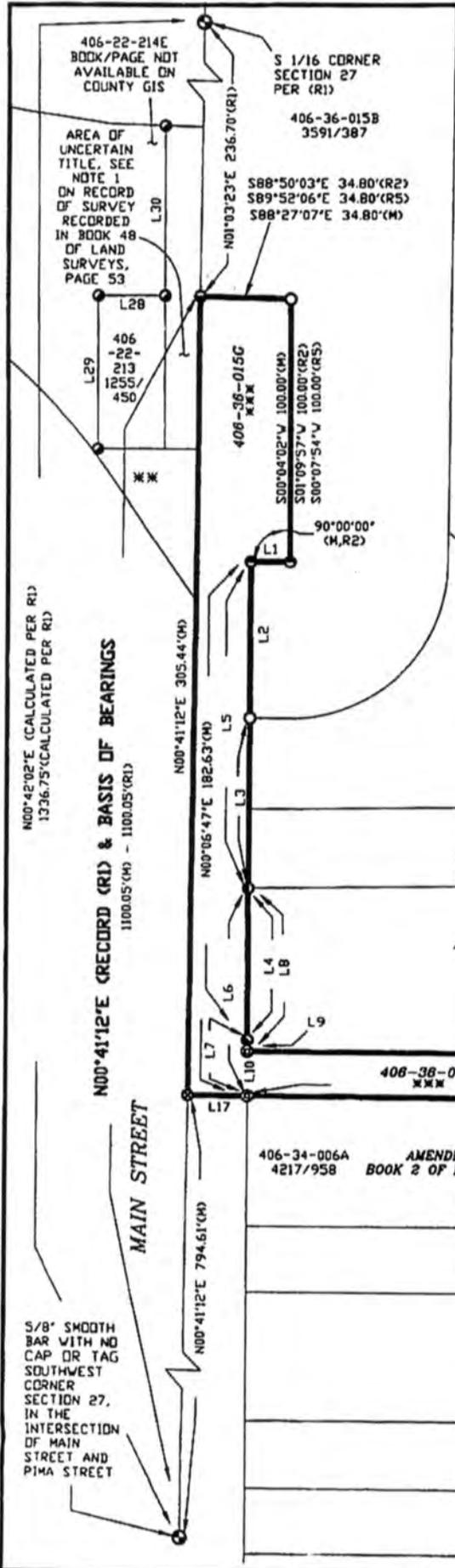
NET AREA =  
18,662 SQ. FT. 0.43 ACRE  
(EXCLUDES EASTERLY  
HATCHED PORTION)

**LINE DATA**

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N89°43'50"W	14.89'(M)	L16	S00°11'29"W	30.10'(M)
L2	S00°06'47"W	60.00'(M)	L17	N89°48'06"W	23.04'(M)
L3	S00°06'47"W	65.15'(M)	L18	S68°52'27"E	32.60'(M)
L4	S00°06'47"W	57.49'(M)	L19	S00°09'28"W	58.07'(M)
L5	S00°06'47"W	125.15'(M)	L20	N00°23'44"E	65.22'(M)
L6	S00°06'47"W	79.48'(M)	L21	N89°58'41"W	26.05'(M)
L7	S00°06'47"W	22.00'(M)	L22	N68°11'07"W	163.05'(M)
L8	S00°06'47"W	62.00'(M)	L23	N68°33'11"W	162.97'(M)
L9	S00°06'47"W	4.51'(M)	L24	N89°58'34"E	191.97'(M)
L10	S00°06'47"W	17.49'(M)	L25	N89°55'14"E	192.00'(M)
L11	S89°53'01"E	191.99'(M)	L26	N89°55'14"E	192.00'(M)
	S89°55'14"E	192.00'(M)		EAST 192.00'(R6)	
	EAST 192.00'(R7)			EAST 192.05'(R7)	
	N89°58'34"E	191.97'(M)			

L12, L13, L14, L15,  
L19, AND L20  
INTENTIONALLY OMITTED

MATCH LINE SHEET 2



06-30-2013  
EXPIRES

CONCRETE NAIL  
THROUGH PLASTIC  
CAP STAMPED  
"LS 1985"  
POINT ON NORTH  
LINE OF MASON  
ADDITION



825 COVE PARKWAY, SUITE A  
COTTONWOOD, ARIZONA 85326  
(928) 634-5889  
www.sec-landmgt.com

DATE 05/09/11	DRAWN B.L.S.	PAGE 6 OF 7
SCALE 1" = 50'	CHECKED M.J.F.	10-0705CS City of Cottonwood Exhibit, Yavapai Drive 049

N00°42'02"E (CALCULATED PER R1)  
1336.75'(CALCULATED PER R1)

N00°41'12"E (RECORD (R1) & BASIS OF BEARINGS  
1100.05'(M) - 1100.05'(R1))

5/8" SMOOTH  
BAR WITH NO  
CAP OR TAG  
SOUTHWEST  
CORNER  
SECTION 27,  
IN THE  
INTERSECTION  
OF MAIN  
STREET AND  
PIMA STREET

406-22-214E  
BOOK/PAGE NOT  
AVAILABLE ON  
COUNTY GIS

AREA OF  
UNCERTAIN  
TITLE, SEE  
NOTE 1  
ON RECORD  
OF SURVEY  
RECORDED  
IN BOOK 48  
OF LAND  
SURVEYS,  
PAGE 53

S 1/16 CORNER  
SECTION 27  
PER (R1)

406-36-015B  
3591/387

S88°50'03"E 34.80'(R2)  
S89°52'06"E 34.80'(R5)  
S88°27'07"E 34.80'(M)

S00°04'02"W 100.00'(M)  
S01°09'57"W 100.00'(R2)  
S00°07'54"W 100.00'(R5)

406-36-015H  
4033/915

406-36-023  
1898/279-282

406-36-021A  
1898/279-282

406-36-022  
4235/115

406-36-021B  
1516/403-404

406-34-006A  
4217/958

AMENDED MASON ADDITION  
BOOK 2 OF MAPS AND PLATS PAGE 2

406-34-011  
1604/633

406-36-020  
4740/853



**406-36-015G GROSS & NET VALUES**  
 GROSS AREA = 27,330 SQ. FT. 0.63 ACRE (INCLUDES EASTERLY MATCHED PORTION)  
 NET AREA = 18,662 SQ. FT. 0.43 ACRE (EXCLUDES EASTERLY MATCHED PORTION)

# EXHIBIT "A"

**406-36-015G (WESTERLY PORTION)**

**LOCATED IN SECTION 27, TOWNSHIP 16 NORTH, RANGE 3 EAST, GILA & SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA. CITY OF COTTONWOOD**

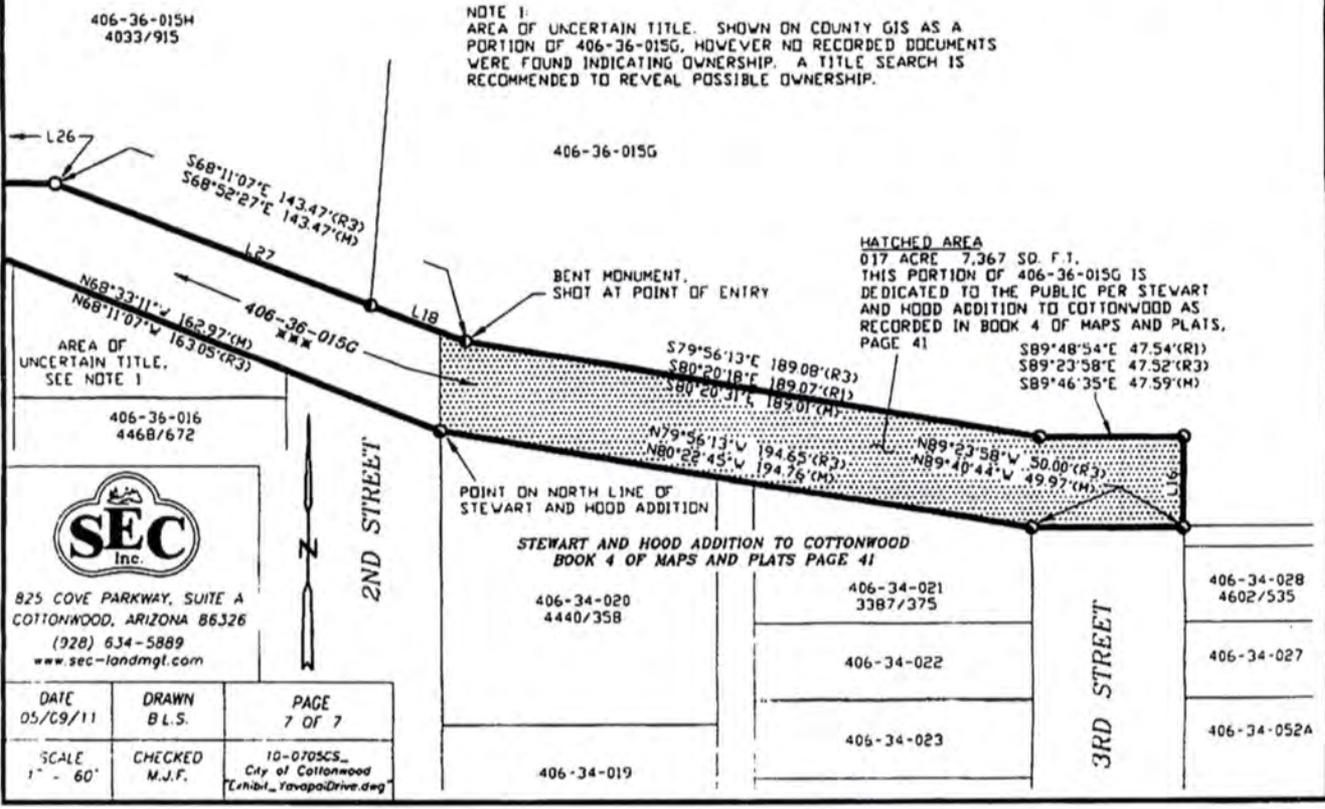
06-30-2013

## LEGEND

EXPIRES

- INDICATES FOUND MONUMENT AS NOTED
- ⊙ INDICATES FOUND 1/2" REBAR AND BRASS TAG STAMPED "LS 21080"
- ⊖ INDICATES FOUND 1/2" REBAR AND PLASTIC CAP STAMPED "CORNERSTONE LS 32224"
- ⊗ INDICATES FOUND 1/2" REBAR AND PLASTIC CAP STAMPED "WFM INC RLS 18215"
- ⊕ INDICATES FOUND 1/2" REBAR AND PLASTIC CAP STAMPED "LS 19853"
- ⊙ INDICATES FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED "J&B ENG LS 11656"
- ⊙ INDICATES FOUND 1/2" REBAR WITH BRASS TAG STAMPED "SEC RLS 40829"
- ⊙ INDICATES FOUND 5/8" REBAR WITH BRASS TAG STAMPED "SEC RLS 40829"
- ⊙ INDICATES CALCULATED LOCATION
- ⊙ INDICATES FOUND 5/8" REBAR AND CAP STAMPED "SEC INC LS 40829"
- ⊙ INDICATES FOUND SPINDLE WITH ALUMINUM WASHER STAMPED "SEC RLS 40829"
- ⊙ INDICATES MONUMENT AS NOTED
- (M) = INDICATES MEASURED DIMENSIONS
- (R1) = BOOK 67 OF LAND SURVEYS PAGE 34 (WFM RESULTS OF SURVEY)
- (R2) = BOOK 1898 OF OFFICIAL RECORDS, PAGES 279-282 (406-36-021A & 406-36-023)
- (R3) = JOE JONES & ASSOCIATES (NOT RECORDED) RESULTS OF SURVEY OF YAVAPAI STREET, JOB NO. 87-37, SEALED BY SCOTT J. SMITH, RLS 19853, ON 8/4/88
- (R4) = BOOK 1516 OF OFFICIAL RECORDS, PAGES 403-404 (406-36-021B)
- (R5) = BOOK 37 OF LAND SURVEYS PAGES 7-8 (URS GREINER ALTA SURVEY)
- (R6) = BOOK 4235 OF OFFICIAL RECORDS, PAGE 115 (406-36-022)
- (R7) = JOE JONES & ASSOCIATES RESULTS OF SURVEY FOR ARIZONA PUBLIC SERVICE, JOB NO. 86-71, SEALED BY JOSEPH D. JONES, RLS 4491, ON 6/10/86 (406-36-022)
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- (R9) = BOOK 1255 OF OFFICIAL RECORDS, PAGE 450 (406-22-213)
- (R10) = BOOK 48 OF LAND SURVEYS PAGE 53 (CORNERSTONE RECORD OF SURVEY)
- 1234/567 = BOOK XXXX OF OFFICIAL RECORDS, PAGES XXX
- \*\*\* PER COUNTY GIS: THIS PARCEL IS ASSOCIATED WITH THE OWNERSHIP UNCLEAR AND DOES NOT INCLUDE DETAILED INFORMATION
- \*\*\* THIS PARCEL SHOWS UP ON COUNTY GIS, BUT NO RECORD DESCRIPTION WAS FOUND FOR THIS PARCEL ON THE YAVAPAI COUNTY WEBSITE NOR IN THE TITLE COMMITMENT (EFFECTIVE) DATE JULY 13, 2010, PREPARED BY LAWYERS TITLE INSURANCE CORPORATION

MATCH LINE SHEET 1



When Recorded Mail to:

City of Cottonwood  
827 North Main Street  
Cottonwood, Arizona 86326

## QUITCLAIM DEED

EXEMPT: A.R.S. §11-1134(A)(4)

For the consideration of Five and 00/100 Dollars, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I or we, **THE GREEN FAMILY TRUST, dated January 9, 1991, EDWARD L. GREEN**, Sole Surviving Trustee, the Grantor, does hereby quit claim to the **CITY OF COTTONWOOD**, an Arizona municipal corporation, the Grantee, all right, title and interest to an in that certain parcel of real property located in Yavapai County, Arizona, and described as follows:

**See Exhibit "A"**

Pursuant to A.R.S. §33-404, the disclosure of the names and addresses of the current beneficiaries of Grantor are as follows:

Edward L. Green  
P.O. Box 2110  
Cottonwood, Arizona 86326

DATED this 2/27/12 day of February, 2012.

**THE GREEN FAMILY TRUST**  
**dtd. January 9, 1991**



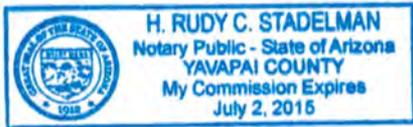
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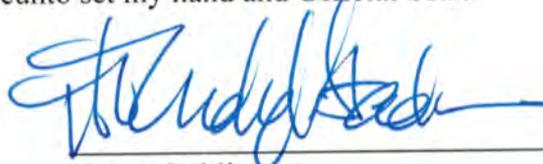
**EDWARD L. GREEN,**  
Sole Surviving Trustee

STATE OF ARIZONA        )  
  ) ss:  
County of Yavapai        )

On this 22<sup>nd</sup> day of February, 2012, before me, the undersigned Notary Public, personally appeared **EDWARD L. GREEN**, known to me to be the person whose name is subscribed to the within Quitclaim Deed, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal.



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

**EXHIBIT "A"**



SOUTHWESTERN  
ENVIRONMENTAL  
CONSULTANTS, INC.

E-mail: info@sec-landmgt.com  
www.sec-landmgt.com

City of Cottonwood  
10-0705CS  
Page 1 of 7

**LEGAL DESCRIPTION**  
**APN: 406-36-015G**  
**(Westerly Portion)**

A parcel of land lying within Section 27, Township 16 North, Range 3 East of the Gila and Salt River Meridian, City of Cottonwood, Yavapai County, Arizona, more particularly described as follows:

**Commencing** at a found 5/8 inch diameter smooth bar with no cap or tag, locally accepted as the Southwest corner of Section 27, in the intersection of Main Street and Pima Street, from which the South 1/16 corner of said Section 27 monumented by a found 1/2 inch rebar with plastic cap stamped "LS 21580" bears North 00°42'02" East a measured distance of 1336.75 feet, recorded in Book 67 of Land Surveys, page 34, as North 00°42'02" East a distance of 1336.75 feet and from which a found 1/2 inch rebar with plastic cap stamped "CORNERSTONE LS 32224" bears North 00°41'12" East a measured distance of 1100.05 feet, recorded in Book 67 of Land Surveys, page 34, as North 00°41'12" East a distance of 1100.05 feet, and is used as **Basis of Bearings**;

**Thence**; North 00°41'12" East a measured distance of 794.61 feet to a found spindle with aluminum washer stamped "SEC RLS 40829", being the **True Point of Beginning**;

**Thence**; continuing North 00°41'12" East a measured distance of 305.44 feet to a found 1/2 inch rebar with plastic cap stamped "CORNERSTONE LS 32224";

**Thence**; South 88°27'07" East a measured distance of 34.80 feet, recorded as South 88°50'03" East a distance of 34.80 feet in Book 1898 of Official Records Pages 279-282, Yavapai County, and recorded as South 89°52'06" East a distance of 34.80 feet in Book 37 of Land Surveys Pages 7-8, Yavapai County, to a point monumented by a found 5/8 inch rebar with plastic cap stamped "SEC INC LS 40829";



EXPIRES ON  
06-30-13



*Growth is inevitable...it's planning that makes the difference.*

825 COVE PARKWAY, SUITE A COTTONWOOD, AZ 86326 ■ (928) 634-5889 FAX (928) 634-2222

**Thence;** South 00°04'02" West a measured distance of 100.00 feet, recorded as South 01°09'57" West a distance of 100.00 feet in Book 1898 of Official Records Pages 279-282, Yavapai County, and recorded as South 00°07'54" West a distance of 100.00 feet in Book 37 of Land Surveys Pages 7-8, Yavapai County, to a point monumented by 1/2 inch rebar with brass tag stamped "LS 21080";

**Thence;** North 89°43'50" West a measured distance of 14.89 feet, recorded as North 88°50'03" West a distance of 15.00 feet in Book 1898 of Official Records Pages 279-282, Yavapai County, and recorded as North 89°52'06" West a distance of 15.00 feet in Book 37 of Land Surveys Pages 7-8, Yavapai County, to a point monumented by 1/2 inch rebar with brass tag stamped "LS 21080";

**Thence;** South 00°06'47" West a measured distance of 60.00 feet, recorded as South 01°09'57" West a distance of 60.00 feet in Book 1898 of Official Records Pages 279-282, Yavapai County, and recorded as South 00°07'54" West a distance of 60.00 feet in Book 37 of Land Surveys Pages 7-8, Yavapai County, to a point monumented by a found 5/8 inch rebar with plastic cap stamped "SEC INC LS 40829";

**Thence;** continuing South 00°06'47" West a measured distance of 65.15 feet to a found 1/2 inch rebar with brass tag stamped "SEC RLS 40829";

**Thence;** continuing South 00°06'47" West a measured distance of 57.49 feet to a found 1/2 inch rebar with plastic cap stamped "LS 19853";

**Thence;** continuing South 00°06'47" West a measured distance of 4.51 feet, recorded as South 00°55'40" West a distance of 4.51 feet in Book 67 of Land Surveys Page 34, Yavapai County, to a point;



EXPIRES ON  
06-30-13

**Thence;** South 89°53'01" East a measured distance of 191.99 feet, recorded as South 89°55'14" East a distance of 192.00 feet in Book 67 of Land Surveys Page 34, Yavapai County, and recorded as East a distance of 192.00 feet in Book 4235 of Official Records Page 115, Yavapai County, to a point monumented by a found 5/8 inch rebar with brass tag stamped "SEC RLS 40829";

**Thence;** South 89°47'54" East a measured distance of 132.53 feet, recorded as South 89°43'49" East a distance of 133.00 feet in Book 67 of Land Surveys Page 34, Yavapai County, to a point monumented by a found 5/8 inch rebar with plastic cap stamped "SEC INC LS 40829";

**Thence;** North 54°05'30" West a measured distance of 6.32 feet to a found 1/2 inch rebar with plastic cap stamped "WFM INC RLS 18215";

**Thence;** South 89°42'08" East a measured distance of 38.71 feet, recorded as South 89°45'06" East a distance of 38.87 feet in Book 67 of Land Surveys Page 34, Yavapai County, to a point monumented by a found 5/8 inch rebar with plastic cap stamped "SEC INC LS 40829";

**Thence;** South 68°52'27" East a measured distance of 110.87 feet, recorded as South 68°44'14" East a distance of 110.80 feet in Book 67 of Land Surveys Page 34, Yavapai County, to a point monumented by a found 1/2 inch rebar with brass tag stamped "SEC RLS 40829";

**Thence;** continuing South 68°52'27" East a measured distance of 32.60 feet, recorded as South 68°44'14" East a distance of 32.52 feet in Book 67 of Land Surveys Page 34, Yavapai County, to a point monumented by a found 1/2 inch rebar with brass tag stamped "SEC RLS 40829";



EXPIRES ON  
06-30-13

**Thence;** South 80°20'31" East a measured distance of 189.01 feet, recorded as South 80°20'18" East a distance of 189.07 feet in Book 67 of Land Surveys Page 34, Yavapai County, to a point monumented by a found 1/2 inch rebar with plastic cap stamped "LS 19853";

**Thence;** South 89°46'35" East a measured distance of 47.59 feet, recorded as South 89°48'54" East a distance of 47.54 feet in Book 67 of Land Surveys Page 34, Yavapai County, to a point monumented by a found 1/2 inch rebar with plastic cap stamped "LS 19853";

**Thence;** South 00°11'29" West a measured distance of 30.10 feet, recorded as South 00°12'00" West a distance of 30.03 feet in Book 67 of Land Surveys Page 34, Yavapai County, to a point monumented by a found 1/2 inch rebar with plastic cap stamped "LS 19853";

**Thence;** North 89°40'44" West a measured distance of 49.97 feet, and shown as North 89°23'58" West a distance of 50.00 feet per an unrecorded Results of Survey of Yavapai Street by Joe Jones & Associates, Job # 87-37, sealed by Scott J. Smith, RLS 19853, on 8/4/1988, to a point monumented by a found 1/2 inch rebar with plastic cap stamped "LS 19853";

**Thence;** North 80°22'45" West a measured distance of 194.76 feet, and shown as North 79°56'13" West a distance of 194.65 feet per an unrecorded Results of Survey of Yavapai Street by Joe Jones & Associates, Job # 87-37, sealed by Scott J. Smith, RLS 19853, on 8/4/1988, to a point monumented by a found 1/2 inch rebar with plastic cap stamped "LS 19853";



EXPIRES ON  
06-30-13

**Thence;** North 68°33'11" West a measured distance of 162.97 feet, and shown as North 68°11'07" West a distance of 163.05 feet per a unrecorded Results of Survey of Yavapai Street by Joe Jones & Associates, Job # 87-37, sealed by Scott J. Smith, RLS 19853, on 8/4/1988, to a point monumented by a found concrete nail and plastic cap stamped "LS 19853";

**Thence;** North 89°48'06" West a measured distance of 332.12 feet, and shown as North 89°23'58" West a distance of 332.00 feet per an unrecorded Results of Survey of Yavapai Street by Joe Jones & Associates, Job # 87-37, sealed by Scott J. Smith, RLS 19853, on 8/4/1988, to a point;

**Thence;** continuing North 89°48'06" West a measured distance of 23.04 feet, and shown as North 89°23'58" West a distance of 23.20 feet per an unrecorded Results of Survey of Yavapai Street by Joe Jones & Associates, Job # 87-37, sealed by Scott J. Smith, RLS 19853, on 8/4/1988, to the **True Point of Beginning** and containing 0.63 acre more or less.

*The description hereon was prepared by SEC Inc. on May, 10, 2011, at the request of, the City of Cottonwood, for the purpose of describing a parcel of private land in Yavapai County, Arizona. The authorized user of this document is the City of Cottonwood.*

*The description above is graphically depicted in Exhibit "A" attached hereto and made a part hereof without which this document is to be considered incomplete.*

*Unauthorized use is strictly prohibited.*

*SEC Inc. and the registrant cited below will not be responsible for errors committed by others if this description is not reproduced in its entirety exactly as written above, including this disclaimer. No liability is accepted for misuse or assumptions made by unauthorized users.*

*The author of this description is Mark J. Farr Arizona RLS 40829.*



EXPIRES ON  
06-30-13

# EXHIBIT "A"

## 406-36-015G (WESTERLY PORTION)

LOCATED IN SECTION 27, TOWNSHIP 16 NORTH,  
RANGE 3 EAST, GILA & SALT RIVER MERIDIAN,  
YAVAPAI COUNTY, ARIZONA.  
CITY OF COTTONWOOD

### 406-36-015G GROSS & NET VALUES

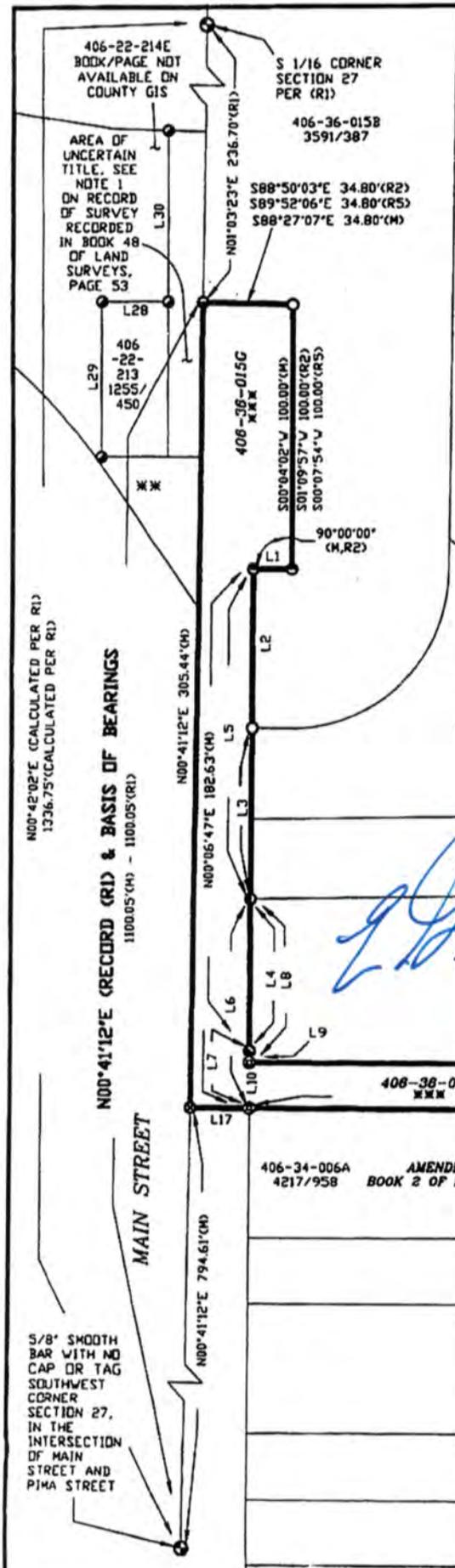
GROSS AREA = 27,330 SQ. FT. 0.63 ACRE  
(INCLUDES EASTERLY HATCHED PORTION)

NET AREA = 18,662 SQ. FT. 0.43 ACRE  
(EXCLUDES EASTERLY HATCHED PORTION)

### LINE DATA

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N89°43'50"W	14.89'(M)	L16	S00°11'29"W	30.10'(M)
L2	N89°52'06"W	15.00'(R5)	L17	S00°12'00"W	30.03'(R1)
L3	S00°06'47"W	60.00'(M)	L18	S00°36'02"W	30.00'(R3)
L4	S01°09'57"W	60.00'(R2)	L19	N89°48'06"W	23.04'(M)
L5	S00°07'54"W	60.00'(R5)	L20	N89°23'58"W	23.20'(R3)
L6	S00°06'47"W	57.49'(M)	L21	S68°52'27"E	32.60'(M)
L7	S00°06'47"W	57.49'(M)	L22	S68°44'14"E	32.52'(R1)
L8	S00°06'47"W	125.15'(M)	L23	S89°47'34"E	132.53'(M)
L9	SOUTH 125.02'(R2)		L24	S89°43'49"E	133.00'(R1)
L10	SOUTH 125.02'(R8)		L25	S89°58'34"W	133.00'(R8)
L11	L6		L26	N54°05'30"W	6.32'(M)
L12	S00°06'47"W	79.48'(M)	L27	S89°42'08"E	38.71'(M)
L13	SOUTH 79.48'(R4)		L28	S89°45'06"E	38.87'(R1)
L14	L7		L29	S68°52'27"E	110.87'(M)
L15	S00°06'47"W	22.00'(M)	L30	S68°44'14"E	110.80'(R1)
L16	S00°36'02"W	22.00'(R3)	L31	N89°58'41"W	26.05'(M)
L17	L8		L32	WEST 26'(R9)	
L18	S00°06'47"W	62.00'(M)	L33	S00°09'28"W	58.07'(M)
L19	SOUTH 62.00'(R6)		L34	NORTH 60'(R9)	
L20	S00°01'14"W	62.02'(R7)	L35	L9	
L21	SOUTH 61.98'(R8)		L36	S00°06'47"W	4.51'(M)
L22	L9		L37	S00°55'40"W	4.51'(R1)
L23	S00°06'47"W	17.49'(M)	L38	L10	
L24	S00°04'22"W	17.47'(R1)	L39	S00°06'47"W	17.49'(M)
L25	---	17.15'(R7)	L40	S00°04'22"W	17.47'(R1)
L26	L11		L41	---	17.15'(R7)
L27	S89°53'01"E	191.99'(M)	L42	L11	
L28	S89°55'14"E	192.00'(R1)	L43	S89°53'01"E	191.99'(M)
L29	EAST 192.00'(R6)		L44	S89°55'14"E	192.00'(R1)
L30	EAST 192.05'(R7)		L45	EAST 192.00'(R6)	
L31	N89°58'34"E	191.97'(R8)	L46	EAST 192.05'(R7)	
L32			L47	N89°58'34"E	191.97'(R8)

MATCH LINE SHEET 2



06-30-2013  
EXPIRES

CONCRETE NAIL THROUGH PLASTIC CAP STAMPED 'LS 19853' POINT ON NORTH LINE OF MASON ADDITION



825 COVE PARKWAY, SUITE A  
COTTONWOOD, ARIZONA 85326  
(928) 634-5889  
www.sec-landmgt.com

DATE 05/09/11	DRAWN B.L.S.	PAGE 6 OF 7
SCALE 1" = 60'	CHECKED M.J.F.	10-0705CS. City of Cottonwood Exhibit_YavapaiDrive.dwg

N00°42'02"E (CALCULATED PER R1)  
1236.75'(CALCULATED PER R1)

N00°41'12"E (RECORD (R1) & BASIS OF BEARINGS)  
1100.05'(M) - 1100.05'(R1)

5/8" SMOOTH BAR WITH NO CAP OR TAG  
SOUTHWEST CORNER SECTION 27,  
IN THE INTERSECTION OF MAIN  
STREET AND PIMA STREET

406-34-006A  
4217/958

AMENDED MASON ADDITION  
BOOK 2 OF MAPS AND PLATS PAGE 2

406-34-011  
1604/633

406-36-021B  
1516/403-404

406-36-023  
1898/279-282

406-36-021A  
1898/279-282

406-36-022  
4235/115

406-36-015G

406-22-214E  
BOOK/PAGE NOT AVAILABLE ON COUNTY GIS

S 1/16 CORNER SECTION 27 PER (R1)

406-36-015B  
3591/387

S88°50'03"E 34.80'(R2)  
S89°52'06"E 34.80'(R5)  
S88°27'07"E 34.80'(M)

406-36-015G  
S00°04'02"W 100.00'(M)  
S01°09'57"W 100.00'(R2)  
S00°07'54"W 100.00'(R5)

90°00'00" (M,R2)

406-36-015H  
4033/915

AREA OF UNCERTAIN TITLE, SEE NOTE 1 ON RECORD OF SURVEY RECORDED IN BOOK 48 OF LAND SURVEYS, PAGE 53



**406-36-015G GROSS & NET VALUES**  
 GROSS AREA = 27,330 SQ. FT. 0.63 ACRE  
 (INCLUDES EASTERLY MATCHED PORTION)  
 NET AREA = 18,662 SQ. FT. 0.43 ACRE  
 (EXCLUDES EASTERLY MATCHED PORTION)

# EXHIBIT "A"

**406-36-015G (WESTERLY PORTION)**

**LOCATED IN SECTION 27, TOWNSHIP 16 NORTH, RANGE 3 EAST, GILA & SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA. CITY OF COTTONWOOD**

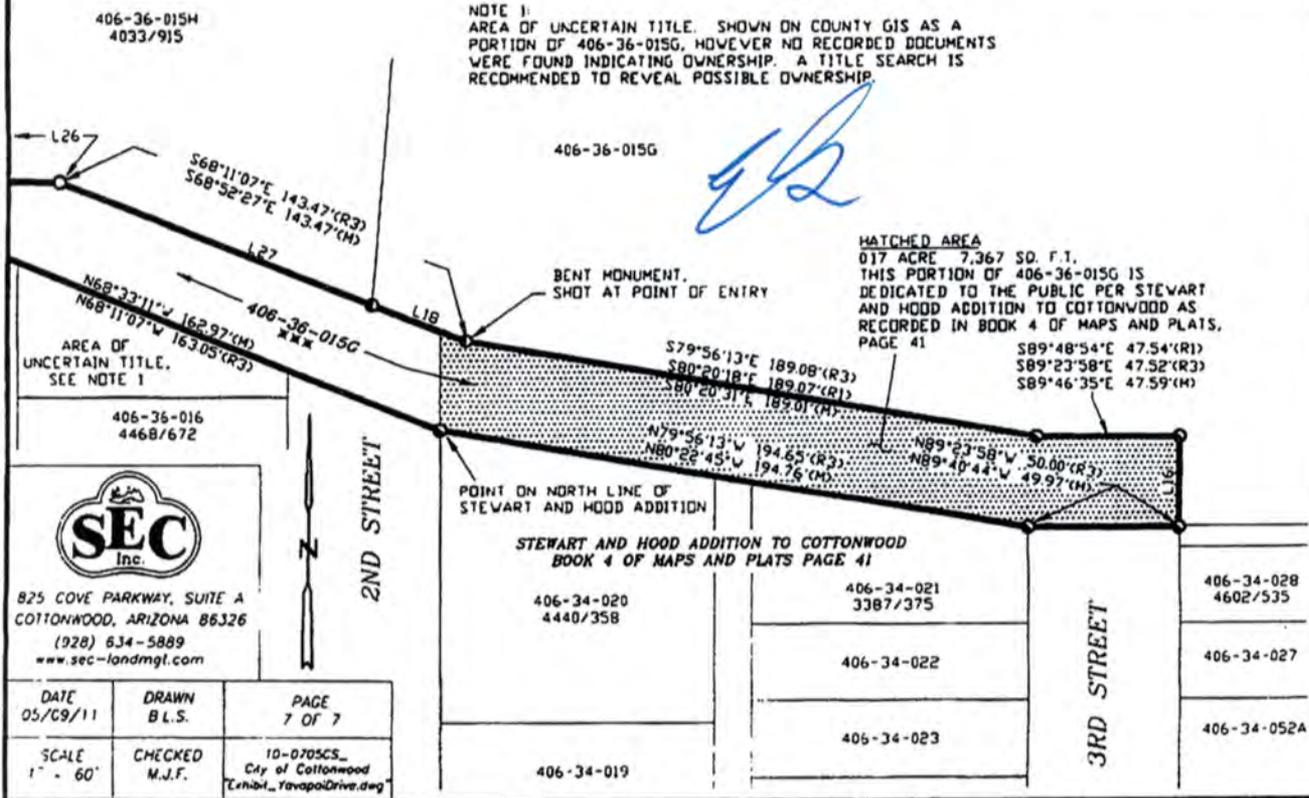
06-30-2013

## LEGEND

**EXPIRES**

MATCH LINE SHEET 1

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES FOUND 1/2" REBAR AND BRASS TAG STAMPED "LS 21080"
- INDICATES FOUND 1/2" REBAR AND PLASTIC CAP STAMPED "CORNERSTONE LS 32224"
- INDICATES FOUND 1/2" REBAR AND PLASTIC CAP STAMPED "WFM INC RLS 18215"
- INDICATES FOUND 1/2" REBAR AND PLASTIC CAP STAMPED "LS 19853"
- 1/2" REBAR WITH PLASTIC CAP STAMPED J&B ENG LS 11656"
- INDICATES FOUND 1/2" REBAR WITH BRASS TAG STAMPED "SEC RLS 40829"
- INDICATES FOUND 5/8" REBAR WITH BRASS TAG STAMPED "SEC RLS 40829"
- INDICATES CALCULATED LOCATION
- INDICATES FOUND 5/8" REBAR AND CAP STAMPED "SEC INC LS 40829"
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- (M) = INDICATES MEASURED DIMENSIONS
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- (R10) = BOOK 48 OF LAND SURVEYS PAGE 53 (CORNERSTONE RECORD OF SURVEY)
- 1234/567 = BOOK XXXX OF OFFICIAL RECORDS, PAGES XXX
- \*\* PER COUNTY GIS: THIS PARCEL IS ASSOCIATED WITH THE OWNERSHIP UNCLEAR AND DOES NOT INCLUDE DETAILED INFORMATION.
- \*\*\* THIS PARCEL SHOWS UP ON COUNTY GIS, BUT NO RECORD DESCRIPTION WAS FOUND FOR THIS PARCEL ON THE YAVAPAI COUNTY WEBSITE NOR IN THE TITLE COMMITMENT (EFFECTIVE) DATE JULY 13, 2010, PREPARED BY LAWYERS TITLE INSURANCE CORPORATION



**CLAIMS REPORT OF MARCH 20, 2012**

<b>FUND TOTAL</b>	<b>VENDOR NAME</b>	<b>DESCRIPTION</b>	<b>TOTAL \$0.00</b>
<b>CLAIMS EXCEPTIONS REPORT OF MARCH 20, 2012</b>			
<b>FUND</b>	<b>VENDOR NAME</b>	<b>DESCRIPTION</b>	<b>TOTAL</b>
All	City of Cottonwood	Payroll 03/16/12	\$399,895.44
All	APS	Utilites	\$65,364.02
Utilities	AGM Sales and Services	Po 19044 Generator, Maint.	\$11,338.63
Utilities	Az Dept of Environmental Quality	Po 19073	\$24,155.70
Utilities	Brown & Brown Law	Adjudication	\$6,210.00
Utilities	Environgen Tech	Arsenic Maintenance PO 19033	\$34,712.16
Utilities	Fergusons	Supplies	\$11,495.39
Utilities	KP Ventures Drilling	Emg Pump Repair PO 19074	\$5,028.43
Gen	Sedona Fire District	Dispatching and Radio Maintenance	\$11,082.43
Gen	Sutton Law	February Prosecuting Atty Fees	\$7,000.00
All	United Fuel	Fuel	\$10,159.87
All	Uns Gas	Utilites	\$8,608.05
Gen	AZ State Treasurer	February Court Fines	\$24,980.34
Utilities	Legend Technical Svc, Inc	Lab Fees	\$5,789.94
Gen	Larry Green Chevrolet	Sales Tax	\$9,676.81
Gen	VV Chamber of Commerce	Bed Tax	\$5,478.15
<b>TOTAL</b>			<b>\$640,975.36</b>