

## AMENDED AGENDA

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD APRIL 16, 2013, AT 6:00 P.M., AT THE COUNCIL CHAMBERS, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER--THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.
- V. CALL TO THE PUBLIC-- This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02.H.) Comments are limited to a 5 minute time period.
- VI. INTRODUCTION OF NEW EMPLOYEES--SANDRA JACOBS, ADMINISTRATIVE ASSISTANT FOR CITY HALL.
- VII. APPROVAL OF MINUTES--Regular Meetings of March 19 and April 2, 2013.

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

- VIII. CONSENT AGENDA--The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.
  1. APPROVAL OF THE SUBMITTAL OF A YAVAPAI COUNTY COMMUNITY FOUNDATION CANINE LAW ENFORCEMENT GRANT.
- IX. NEW BUSINESS--The following items are for Council discussion, consideration, and possible legal action.
  1. APPROVAL OF A QUIT CLAIM DEED WITH MINGUS UNION HIGH SCHOOL DISTRICT #4 FOR A CITY EASEMENT LOCATED ON PROPERTY OWNED BY THE DISTRICT.

A G E N D A  
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2. APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR INSPECTION OF BRIDGES LOCATED WITHIN THE CITY LIMITS.
3. REQUEST FROM THE TOWN OF CAMP VERDE FOR FUNDING ASSISTANCE FOR A LOBBYIST TO ENCOURAGE THE ARIZONA DEPARTMENT OF TRANSPORTATION BOARD TO INCLUDE THE CONSTRUCTION OF SR260 FROM THOUSAND TRAILS TO I-17 IN ITS FIVE-YEAR TRANSPORTATION FACILITIES CONSTRUCTION PROGRAM.
4. RESOLUTION NUMBER 2694--APPOINTING AN ASSOCIATE MAGISTRATE FOR THE CITY'S MUNICIPAL COURT.
5. REVIEW OF THE PERFORMANCE OF THE CITY'S FULL-TIME MAGISTRATE, A. DOUGLAS LASOTA - PERSUANT TO ARS 38-431.03.(A)(1) COUNCIL MAY VOTE TO CONVENE INTO EXECUTIVE SESSION FOR DISCUSSION.
6. DISCUSSION CONSIDERATION AND POSSIBLE DIRECTION TO STAFF AND/OR LEGAL ACTION REGARDING REAPPOINTMENT OF THE PRESIDING MAGISTRATE.

X. CLAIMS & ADJUSTMENTS

XI. 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; A.R.S. §38-431.03.(A)(1) Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting.

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

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

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

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



 Print

Meeting Date:	April 16, 2013
<b>Subject:</b>	Yavapai County Community Foundation 2013-14 Canine Enforcement Grant Proposal
Department:	Police
From:	Chief Jody Fanning

**REQUESTED ACTION**

Requesting the approval from the City Council for the submittal of the Yavapai County Community Foundation Canine Enforcement Grant. This grant is requesting \$1,000 for Pet Health Insurance and equipment, i.e., collars, leashes, leads and chews for canine Jax.

**SUGGESTED MOTION**

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

**“I move to approve the submittal of the Yavapai County Community Foundation Canine Law Enforcement Grant.”**

**BACKGROUND**

The Department is requesting funds to purchase Pet Health Insurance. This will assist in paying for twelve (12) months of insurance for vet care and surgery due to injuries incurred from work or daily activities. The funds for requested equipment, i.e. leashes, leads, collars, chews, etc., is necessary for training and daily work. The YCCF has been instrumental in keeping the Department’s K-9 Unit successful. Throughout the last few years they have helped purchase canines, pay for training, training equipment, purchased a light weight bite suit and assisted in paying veterinary costs.

**JUSTIFICATION/BENEFITS/ISSUES**

This grant will allow the K-9 Unit to purchase equipment needed for their weekly training and day to day work. The grant will assist in purchasing twelve months of pet health insurance to financially assist in any injury Jax may incur, which will allow canine Jax to return to work instead of possibly having to retire as many of the previous canines have had to do.

**COST/FUNDING SOURCE**

Yavapai County Foundation Committe

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">FY 2013 K-9 Grant.pdf</a>	YCCF 2013-14 Canine Proposal	Cover Memo

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# Primary Field of Interest

**Organization Name:** Cottonwood Police Department

**Project Name:** 2013-2014 K-9 Program

## 1. Primary Field of Interest

Law Enforcement Canines

# Project Summary

**Organization Name:** Cottonwood Police Department

**Project Name:** 2013-2014 K-9 Program

## 1. Project Summary (300 word limit)

As detailed below, the Cottonwood Police Department proposes to use the grant funds to continue to maintain the health of the canine and to provide the necessary tools for the handler and canine to train and maintain their certifications.

1. Requested funds will be used to purchase health insurance for canine Jax. This would cover the medical expenses due to injuries that may be incurred while on or off duty. It takes many hours of training to get the K-9 Unit to function as a unit or team. To not have the means to fix an injury that canine Jax incurs would be a major setback for the K-9 Unit and the Department. The insurance will give the Department the means to give Jax the medical care needed to get him well and back to work.
2. Training is a big part of keeping the K-9 Unit at their best. Equipment is a big part of this training and while on-duty. Requested funds will be used to purchase training and work related equipment, such as leads, collars and chews.

## 2. Requested Amount

\$1,000.00

## 3. Total Project Amount

\$1,000.00

# Organizational Info

**Organization Name:** Cottonwood Police Department

**Project Name:** 2013-2014 K-9 Program

1. **Give the first name of a contact person for this grant. (This person should be available for all grant correspondence and be able to answer questions on the proposal regarding the proposed project.)**

Chris

2. **Give the last name of the contact person for this grant.**

Christensen

3. **Give the best phone number for the contact person named above.**

928-634-4246

4. **Give email address for the contact person named above.**

cchristensen@cottonwoodaz.gov

5. **If your organization does not have a 501(c)(3) status, list the name, address and EIN number of the fiscal agent/sponsor for this proposal. The fiscal agent/sponsor is the organization providing their EIN for your use.**

Rudy Rodriguez

816 North Main Street

Cottonwood, AZ 86326

EIN: 86-6007877

# Project Narrative

**Organization Name:** Cottonwood Police Department

**Project Name:** 2013-2014 K-9 Program

**1. Please describe in two sentences what you will do with the funds. (50 word limit)**

Funding will be used to maintain the ongoing health of the Department's canine by purchasing pet health insurance. Funds will also be used to purchase equipment for training and daily use.

**2. Briefly describe the community need or opportunity this funding request will address. In particular, include demographic information such as the age group, the total number of people served, race/ethnicity, gender, socio-economic status and geographic location of the target population you intend to serve. When applicable, please present data/evidence that documents the significance of the issue. (300 word limit)**

The Cottonwood Police Department K-9 Unit serves the City of Cottonwood with a population of approximately 11,000. Located in a rural area the K-9 Unit has the potential to serve an area of approximately 200 square miles of incorporated and unincorporated land, with a combined population of approximately 70,000, that includes the surrounding cities and towns located in the Verde Valley. Due to the fact that this is such a large area, all agencies within Yavapai County assist each other if needed.

Due to a leg injury and her age, canine Rio was retired last September. At this time, having only one (1) K-9 Unit makes it even more important to keep the Unit healthy, trained and fully equipped, so they are ready and available for service.

**3. Please indicate if this is a new project, a project expansion or a continuing project. If this is not a one-time project, please describe any sustainability plans or efforts to continue the project past the funding year. (300 word limit)**

Maintaining the K-9 Unit has been an ongoing project since the K-9 Unit was started approximately 20 years ago. Throughout the years, YCCF has helped with the purchase, training and veterinary care of the Department's canines.

Pet care insurance would be a new project for the Cottonwood Police Department. There are many hours and expense in training and maintaining a K-9 Unit and the pet care insurance will ensure that the canine, if injured, will be able to return to work.

The Department would like to purchase work related equipment for the K-9 Unit for training and daily use. This request will be used to replace damaged equipment, i.e. leashes, leads, collars, chews, etc. These items are a vital part of the training and daily work of the K-9 Unit and in order to keep the K-9 Unit at its best, functioning equipment is a necessity.

**4. Is this project being done in collaboration with other nonprofits? If so, please list each nonprofit and their role in the collaboration. (300 word limit)**

No

**5. Please provide at least one, but up to six of the intended outputs you plan to accomplish with this proposed project. Each output should simply state the number of lives impacted and how they will be impacted. For example: serve 100 children between the ages of 5 and 18 or spay/neuter 56 animals. Note: For final reporting purposes, you will be asked to provide actual outputs (the results) that reflect the degree to which the goals you established have been realized. (300 word limit)**

1. The Cottonwood Police Department will purchase 12 months of pet care insurance as soon as the grant has been awarded.
2. Training tools, canine equipment and toys will be purchased to keep equipment in stock. This equipment will be used for the purpose of ongoing training and daily work.

**6. Please describe the evaluation process or method(s) you will use to measure your progress in order to determine the degree to which you met the intended outputs. For example: pre-post surveys, focus groups, interviews. (300 word limit)**

1. Pet care insurance will be purchased for 12 months and maintained during that time frame.
2. Requests for training tools or equipment will be submitted, purchased and paid. The paid invoice will assist with the evaluation process.

**7. How will you proceed with this project if you only receive partial funding? Are there components that are more critical than others? (300 word limit)**

The Cottonwood Police Department appreciates any amount of funding that YCCF provides. If funding is not available for all requests, the below list is in order of priority:

1. Pet health insurance
2. Equipment, i.e. leashes, toys and chews.

The Cottonwood Police Department is very proud of their K-9 Unit and believes that maintaining a well-trained and fully equipped K-9 Unit is an asset to not only to the Department, but to the residence of Cottonwood and the Verde Valley. If any or all of the above programs are not funded, the Cottonwood Police Department will adjust budget expenses in order to maintain the K-9 Unit.

# Project Budget (Narrative)

**Organization Name:** Cottonwood Police Department

**Project Name:** 2013-2014 K-9 Program

**1. The project budget on the following page should show financial data for the proposed project during the grant period, not the organization's overall operating budget. Please only include revenue and expenses related to the proposed project, such as salaries, fees for services, etc. Please list all other funding sources you have applied to, both pending and secured, for this project. In the space below, please describe the use of requested funds by providing a timeline, steps and costs associated with successful projection completion. (300 word limit)**

1. \$500.00 - This will provide twelve (12) months of pet health insurance that will cover any injury.
2. \$500.00 - This will provide, leashes, leads, collars, toys and chews to assist with training and everyday work.

# Budget Form

**FY 2013-2014**

**Date range:** 09/01/2013 to 08/31/2014

## Income

### Government Grants and Contracts

	<b>Amount</b>	<b>Amount Pending</b>
List each government grant and contract	\$0.00	\$0.00

### Foundations

	<b>Amount</b>	<b>Amount Pending</b>
List each foundation grant	\$0.00	\$0.00

### Corporations

	<b>Amount</b>	<b>Amount Pending</b>
List each corporate grant	\$0.00	\$0.00

### United Way or other federated campaigns

	<b>Amount</b>	<b>Amount Pending</b>
List each campaign funding	\$0.00	\$0.00

### Individual contributions

	<b>Amount</b>	<b>Amount Pending</b>
All contributions	\$0.00	\$0.00

### Fundraising events and products

	<b>Amount</b>	<b>Amount Pending</b>
List all major fundraising	\$0.00	\$0.00

### Membership Income

	<b>Amount</b>	<b>Amount Pending</b>
Membership Income	\$0.00	\$0.00

### In-kind support

	<b>Amount</b>	<b>Amount Pending</b>
List each major in-kind donations	\$0.00	\$0.00

**Investment Income**

	<b>Amount</b>	<b>Amount Pending</b>
List major sources of investment income	\$0.00	\$0.00

**Endowment income**

	<b>Amount</b>	<b>Amount Pending</b>
List endowment income	\$0.00	\$0.00

**Earned income**

	<b>Amount</b>	<b>Amount Pending</b>
List earned income	\$0.00	\$0.00

**Other**

	<b>Amount</b>	<b>Amount Pending</b>
Other	\$0.00	\$0.00

<b>Totals</b>	0.00	\$0.00
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**Expense**

**Salaries and wages**

	<b>Amount</b>	
List each salary as separate line items	\$0.00	\$0.00

**Insurance and Benefits**

	<b>Amount</b>	
List as separate line items	\$0.00	\$0.00

**Consultants and professional fees**

	<b>Amount</b>	
List each as separate line items	\$0.00	\$0.00

**Travel**

**Amount**

List all travel	\$0.00	\$0.00
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**Equipment**

**Amount**

List major equipment as separate lines	\$0.00	\$0.00
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**Supplies**

**Amount**

Training/Working Tools	\$500.00	\$0.00
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**Printing/Copying/Postage/Delivery**

**Amount**

List each as separate line items	\$0.00	\$0.00
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**Rent/Utilities/Telephone/Fax**

**Amount**

List each as separate line items	\$0.00	\$0.00
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**Other**

**Amount**

12 Months Pet Insurance	\$500.00	\$0.00
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<b>Totals</b>	1,000.00	\$0.00
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**City of Cottonwood, Arizona  
City Council Agenda Communication**



 Print

Meeting Date:	April 16, 2013
<b>Subject:</b>	Quit Claim Deed for MUHS easement
Department:	Development Services
From:	Dan Lueder, Development Services

**REQUESTED ACTION**

Consider approval of a Quit Claim Deed to Mingus Union High School (MUHS)

**SUGGESTED MOTION**

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

"I move to approve the Quit Claim Deed for a portion of unused easement on MUHS property."

**BACKGROUND**

MUHS owns a parcel of land (APN# 406-12-001A) which had been in the County prior to being annexed into the City. A portion of the property contained an easement which appears to have been envisioned as some type of roadway access. However, subsequent building of structures has rendered this easement unusable for roadway access and unnecessary. The City of Cottonwood has no need or use for this small stretch of easement and MUHS has requested we abandon it to enhance the potential use of this parcel.

Due to the uncertain nature of the City's interest in this easement, the city attorney has advised that a quitclaim deed would be the best mechanism for abandoning whatever rights the City may have in the property.

**JUSTIFICATION/BENEFITS/ISSUES**

The City has no viable use for this small stretch of easement and providing MUHS with a quitclaim deed is the most effective way to relinquish whatever rights the City may have in the easement to the district.

**COST/FUNDING SOURCE**

N/A

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">MUHS_Quit_Claim_Deed.doc</a>	Quit Claim Deed	Cover Memo
 <a href="#">MUHS_ROW_Exhibit_040813.pdf</a>	Easement exhibit	Cover Memo
 <a href="#">Ptn_800-14-007E_hilite.pdf</a>	Parcel Map	Cover Memo

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When recorded, mail to:  
Mingus Union High School District #4  
1801 W. Fir Street  
Cottonwood, Arizona 86326

**QUIT CLAIM DEED**

For good and valuable consideration,

**the City of Cottonwood, an Arizona municipal corporation**

hereinafter called Grantor, does hereby quit-claim to

Mingus Union High School District #4

hereinafter called Grantee,

all right, title, or interest in the property deeded to Mingus Union High School District #4 on September 28, 1971 and recorded in Book 692, Page 16 as well as all right, title, or interest in the Easement recorded February 5, 1959 in Book 145, Pages 473-475 of Yavapai County Records, situated on the following real property situated in Yavapai County, Arizona ("Property"):

See Exhibit "A" attached hereto and by this reference incorporated herein

Dated this \_\_\_ day of \_\_\_\_\_, 2013.

City of Cottonwood, Arizona,  
An Arizona municipal corporation

BY: \_\_\_\_\_

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

STATE OF ARIZONA     )  
  ) ss:  
County of Yavapai     )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003,

by

Notary Public

\_\_\_\_\_

My Commission Expires:

EXHIBIT "A"

TRACT I

The Northwest Quarter of the Northwest Quarter of Section 11, Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County Arizona.

TRACT II

The West half of the Northeast Quarter of the Northwest Quarter of Section 11, Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, and ALSO

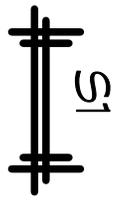
A strip of land 100.0 feet wide, the northerly sideline of which is described as follows: BEGINNING at the Northeast corner of the West half of the Northeast Quarter of the Northwest Quarter of said Section 11; thence North 66°30' East, 430.0 feet to the westerly 100 foot Right of Way line of State Highway 279.

406-12-001A  
Mingus Union High School

Orphaned R.O.W.  
To be Abandoned



NO SCALE



Drawing

Right-of-Way Sketch  
Mingus Union High School  
1280 S. Camino Real  
Cottonwood, Arizona

Revised	Date

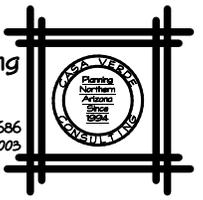
Date: 04/06/2013  
Design: MDG  
Drawn: MDG  
OK'd: \_\_\_\_\_  
Job No: MLHS1

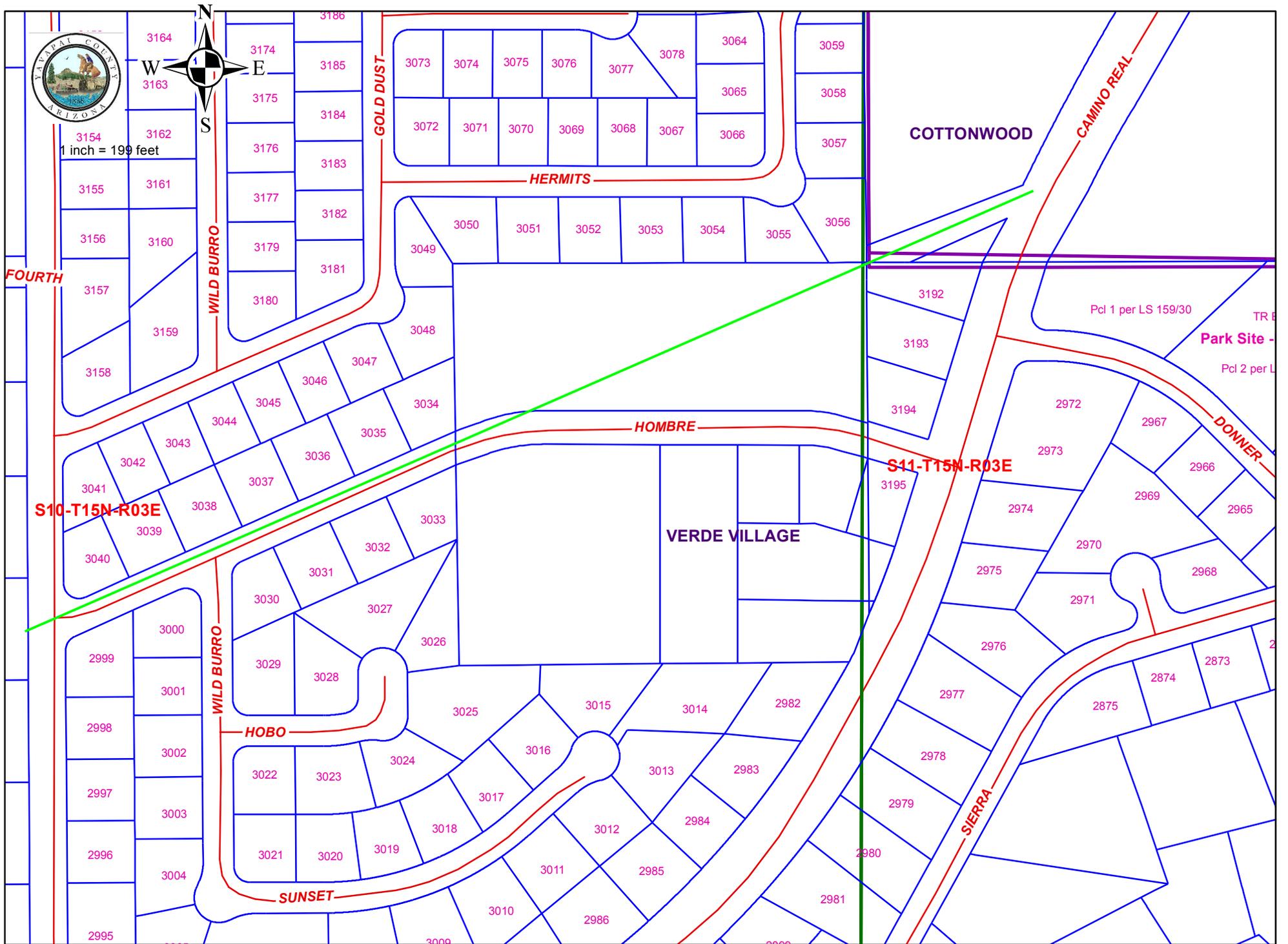


**CASA VERDE Consulting**  
PLANNING and DESIGN

1800 S. Quail Run  
Cottonwood, Arizona 86326

Phone/Fax: 928-634-7686  
Mobile: 928-399-0003





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Date: 11/30/2012

## City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	April 16, 2013
<b>Subject:</b>	Intergovernmental Agreement with ADOT for Bridge Inspections
Department:	Development Services
From:	Morgan Scott, Development Services Manager

### **REQUESTED ACTION**

Consider approval of the proposed intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for maintenance of bridges which the City owns.

### **SUGGESTED MOTION**

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

"I move to approve the IGA/JPA with ADOT for bridge inspections throughout the City of Cottonwood."

### **BACKGROUND**

The City of Cottonwood owns several bridges throughout the community. However, like many other rural communities throughout Arizona, the City does not have the in-house expertise to inspect the bridges per federal guidelines. ADOT has developed a program in which it will provide inspections on City-owned bridges at no cost to the City. The City would have the following obligations under the agreement:

- 1) Allow ADOT to conduct the inspections without the normal right-of-way permit fee.
- 2) Provide the state any relevant information in regards to City-owned bridges and any changes to the bridge inventory.
- 3) Provide necessary traffic control during bridge inspections.
- 4) Make necessary repairs to bridges and send documentation of repairs to the state.
- 5) Follow state and City procedures when procuring new right-of-way.
- 6) Permit any work conducted in the right-of-way.

7) Grant the state the right to enter City right-of-way.

In exchange for these commitments, the state will inspect City-owned bridges at no cost to the City.

**JUSTIFICATION/BENEFITS/ISSUES**

No issues. The state will inspect the City's bridges at no cost to the City.

**COST/FUNDING SOURCE**

N/A

**ATTACHMENTS:**

Name:	Description:	Type:
📄 <a href="#">IGA.DOC</a>	IGA	Cover Memo

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ADOT CAR No.: IGA /JPA 12-104-I  
AG Contract No.: P001 2013 XXXXxx  
Project: Bridge Inspection  
Section: Various Locations  
**ADOT Project No.: MAINTAGR**  
**Budget Source Item No.: N/A**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF COTTONWOOD

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, 2013, pursuant to the Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF COTTONWOOD, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 11-952 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. By order of 23 United States Code 151, the Federal Highway Administration (FHWA) in coordination with the American Association of State Highway and Transportation Officials (AASHTO) has implemented bridge inspection standards under 23 Code of Federal Regulations 650 subpart C, The National Bridge Inspection Standards (NBIS). The NBIS requires that State must inspect, or cause to be inspected, all highway bridges located on public roads, with some exceptions. The NBIS outline requirements for inspection frequency and procedures that each State's must follow, including routine, in-depth, underwater and fracture critical member inspections, load rating, and scour plans of action. Compliance with of the NBIS is a required component in order to be eligible for Federal-Aid Highway Bridge funding.
4. A local agency has the authority to perform NBIS inspections on its Public bridges. Currently, some local agencies throughout the State perform such inspections. This agreement does not preclude a local agency from requesting to perform NBIS inspections on its public bridges.
5. The Parties wish to promote consistent inspection methodologies throughout the State.
6. The State will cover the cost of City bridge inspections through adjusting the percentage of Federal bridge funding allocated to off-system Highway Bridges.
7. The State and the City wish to enter into an agreement whereby City authorizes State to perform NBIS inspections on bridges owned or controlled by the City.

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

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## **II. DEFINITIONS**

### **NBI Inventoried Bridge:**

A structure including supports erected over a depression or an obstruction, such as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 feet between undercopings of abutments or spring lines of arches, or extreme ends of openings for multiple boxes; it may also include multiple pipes, where the clear distance between the openings is less than half of the smaller contiguous opening.

### **National Bridge Inspection Standards (NBIS):**

Federal regulations establishing requirements for Inspection procedures, frequency of inspections, qualifications of personnel, inspection reports, and preparation and maintenance of a State bridge inventory. The NBIS apply to all structures defined as bridges located on all public roads.

### **Public Road:**

Any road under the jurisdiction of and maintained by a public authority and open to public travel.

## **III. SCOPE OF WORK**

### 1. The State will:

- a. Inspect NBI inventoried bridges owned by the City according to the NBIS.
- b. Communicate with City on a timely basis and inform the City of the start date of the bridge inspection; and offer to meet with the designated representatives of the City to discuss the inspection.
- c. Forward the copies of completed bridge inspection report documents to the City in a timely manner, if other activities are undertaken by the State, forward the copies of the relevant documents generated for these tasks to the City.
- d. Record the updated Bridge Inspection data in the ADOT database and transmit annually to the Federal Highway Administration (FHWA).
- e. The State will not carry out any recommended maintenance or repair activities for City bridges.
- f. Be granted, without cost, the right to enter City Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary Rights-of-Entry to accomplish among other things, soil and foundation investigations.

### 2. The City will:

- a. Allow and authorize the State to inspect NBI inventoried bridges owned by the City according to NBIS.
- b. Grant the State any necessary Rights of Entry or permits at no fee for the completion of the State's tasks under this Agreement.
- c. Provide the State all the necessary relevant information and documents such as copies of bridge plans, average daily traffic counts, known deficiencies of the existing structures and additions/deletions to its bridge inventory.

- d. Notify the State of all new or existing structures that may meet the NBI inventoried bridge definition. Also, notify the State of any NBI inventoried bridge removal, transfer, or change of ownership.
- e. Provide traffic control at no fee during the bridge inspections by the State when necessary.
- f. Once the City performs the recommended repair work, forward the information and the completion date to the State.
- g. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.
- h. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
- i. Grant the State, its agents and/or contractors, without cost, the right to enter City Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary Rights-of-Entry to accomplish among other things, soil and foundation investigations.

#### **IV. MISCELLANEOUS PROVISIONS**

1. The State may carry out its activities under this Agreement through consultants.
2. The State will not carry out any maintenance or repair activities for local agency bridges.
3. At its own discretion, the City may accompany State or Consultant bridge inspection team to the bridge site and actively participate in the inspection or be an observer.
4. The City may obtain a second opinion at City expense whenever it does not agree with the State's findings and recommendations for bridge maintenance or repairs. A second opinion shall be obtained by hiring qualified bridge inspection engineers to perform an inspection per NBIS and accepted bridge inspection procedures and practices and submit the completed bridge inspection documents to the State for review and acceptance. The State will make a final recommendation.
5. The Parties to this Agreement agree that neither party shall be indemnified or held harmless by the other party. However, the Parties further agree that each party shall be responsible for its own negligence. Neither the State, nor any of its officers, employees, or contractors shall be liable for any damage occurring to the City structure nor liability for any damages liability to third party unless the State or its officers, employees, or contractors cause the damages.
6. This Agreement shall become effective upon dating and signing of a Determination Letter by the Arizona Attorney General's office.

7. This Agreement is perpetual, except for the provisions for termination or cancellation in the Agreement.

8. Either Party may terminate this Agreement upon thirty days written notice.

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

10. The Parties agree to submit any disputes arising under this Agreement to binding arbitration before the American Arbitration Association; except that if there are any parties involved in the dispute other than the State and local agency, venue shall lie in Maricopa County Superior Court, Phoenix Arizona.

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

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

**City of Cottonwood**  
Attn: Morgan Scott  
1001 West Mingus Ave.  
Cottonwood, AZ 86326  
(928) 340-2778  
mscott@cottonwoodaz.gov

**For Financial Matters:**  
Rudy Rodriguez, Finance Director/  
Treasurer  
816 N Main Street  
Cottonwood, Arizona 86326  
(928) 634-0060  
[rrodriguez@ci.cottonwood.az.us](mailto:rrodriguez@ci.cottonwood.az.us)

12. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

13. Non-Availability of Funds: Fulfillment of the obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

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

15. Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. Section 35-391 or and 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

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

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**CITY OF COTTONWOOD**

**STATE OF ARIZONA**  
Department of Transportation

By \_\_\_\_\_  
**DIANE JOENS**  
Mayor

By \_\_\_\_\_  
**DALLAS HAMMIT, P.E.**  
Senior Deputy State Engineer, Development

ATTEST:

By \_\_\_\_\_  
**MARIANNE JIMENEZ**  
City Clerk

DRAFT

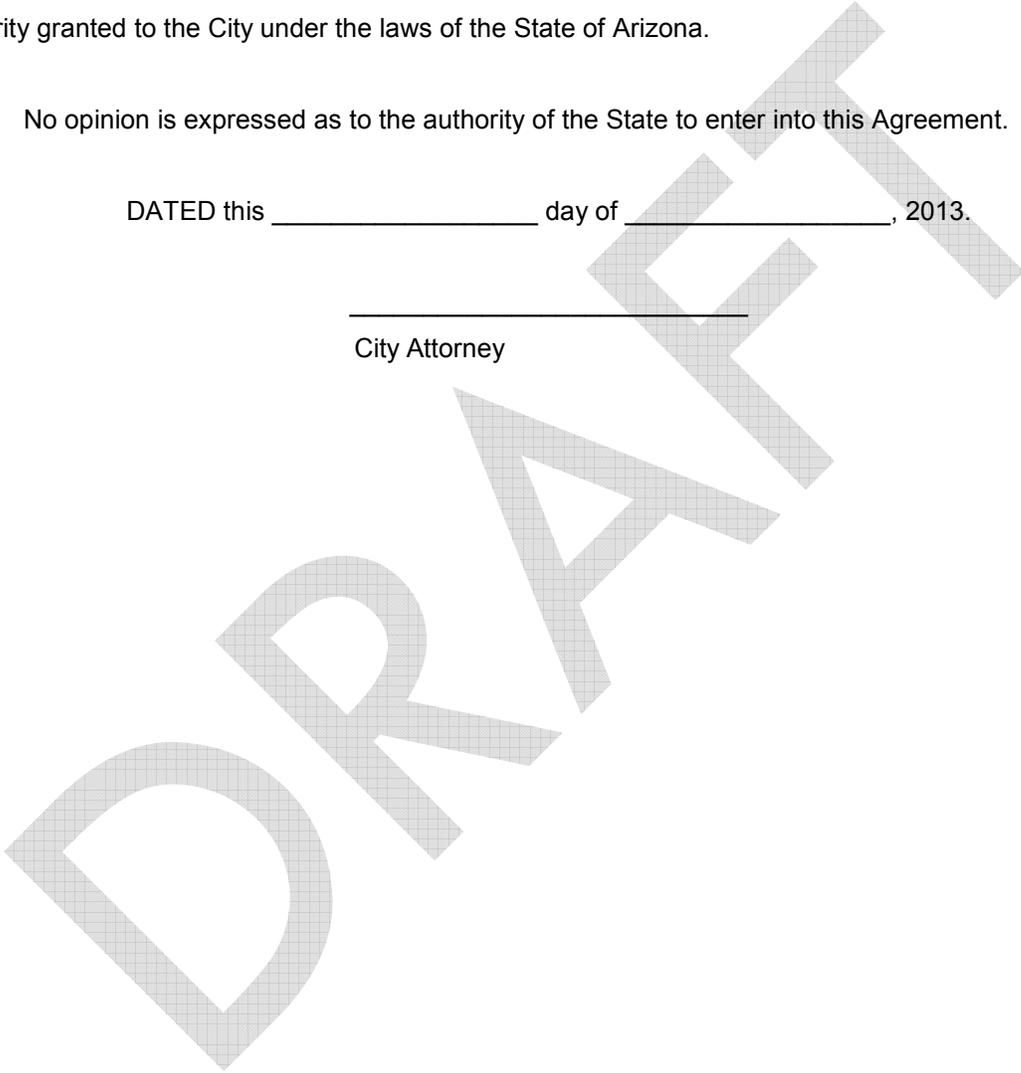
**ATTORNEY APPROVAL FORM FOR THE CITY OF COTTONWOOD**

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

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
City Attorney



## City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	April 16, 2013
<b>Subject:</b>	Council consideration to provide funding to share the costs of hiring a contract consultant to lobby for the funding and completion of the improvements to Highway 260
Department:	City Manager
From:	Doug Bartosh, Office of the City Manager

### **REQUESTED ACTION**

The Council is requested to review and consider a request from the Town of Camp Verde to help fund a consultant to lobby for the funding and completion of the improvements to Highway 260.

### **SUGGESTED MOTION**

If the Council desires to approve this item the suggested motion is: **I move to approve an initials funding amount not to exceed \$5,000 to support the Town of Camp Verde consultant agreement to lobby for funding and completion of the improvements to Highway 260.**

### **BACKGROUND**

Council members and staff have spend many hours in the last several years attempting to work with ADOT and other Verde Valley jurisdictions to improve safety and capacity on Highway 260 between Cottonwood and Interstate 17. A few years previous, the project was dropped from the ADOT 5 year capital plan as the Verde Valley stakeholders could not agree on the design improvements for the highway.

During the last year, Camp Verde has initiated the process to get ADOT to place the project on their 5 year capital plan and allocate the funding. Camp Verde has met with the various stakeholders and they feel that a consensus can be reached on the design of Highway 260. In fact, all the jurisdictions in the Verde Valley have submitted Council Resolutions to the ADOT Board attesting to our interest in completing the improvements and expressing our commitment to reach a consensus.

In a further effort to convince the ADOT Board that the Highway 260 improvements should be funded and the project completed, the Town of Camp Verde has contracted with a consultant to lobbying the decision makers at the state and on the ADOT Board to ensure the Highway 260

project is included within the five year plan and that the approximately \$40 million in funding to complete the project is allocated. The consultant will be specifically lobbying ADOT Board members during their Board meetings that are scheduled for May 10th and June 16th. During these meetings the ADOT Board will be deciding on priorities for their five year capital plan and allocating the available funding. Therefore, the Council should know prior to July 1st, 2013 if the consultant has been successful in meeting the objectives.

The Town of Camp Verde is requesting all stakeholders to participate in the funding of the consultant agreement which has already been approved by their Council. The agreement specifies that the consultant will receive \$10,000 up front for their services and \$20,000 additional funding if they are successful in achieving the two objectives of getting the project placed on the ADOT five year capital plan and ensuring that the appropriate level of funding is allocated. Most stakeholders have not been approached or committed at this point so if Camp Verde and Cottonwood were the only stakeholders to contribute, Cottonwood's initial cost would be a maximum of \$5,000 with an additional \$10,000 by the 1st of July if the consultant successfully fulfills the objectives. Again, the second funding of \$10,000 represents a maximum contribution depending on the level of contributions from the other stakeholders.

The contract with the consultant is exclusively between the Town of Camp Verde and Consultant; Cottonwood is only contributing to the funding required under the contract.

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

The City of Cottonwood has long sought the completion of the improvements to Highway 260 to provide a safer route for our citizens, visitors, and businesses. There is also a need for more capacity on Highway 260 to allow for more efficient travel between Cottonwood and Interstate 17.

Camp Verde has taken the lead to get this project back on track and has assumed the responsibility for the lobbying efforts to ensure the project is scheduled and funded. They have accepted and approved the consultant contract and are prepared to assume the entire cost of the contract; however, they are requesting funding assistance from all of those stakeholders who would benefit from the Highway 260 improvements.

Camp Verde is in the process of contacting the other stakeholders to solicit their funding support for the lobbying contract.

### **COST/FUNDING SOURCE**

If the Council approves the initial funding it is recommended that the funds be taken from the Council Contingency Fund that has \$11,920. There would be a total of \$6,920 remaining if the Council approved the initial request for funding.

If the consultant is successful prior to July 1st, staff will bring the second funding request back to the Council to report on the results of the consultant's work, the financial participation of the other stakeholders, and the source and amount of funding requiring approval from the Council.

### **ATTACHMENTS:**

Name:

Description:

Type:

□ [4-16-](#)

[13\\_Camp\\_Verde\\_Reseed\\_Contract-  
-ADOT\\_Funding.doc](#)

Camp Verde Reseed Contract

Cover Memo

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# **Town of Camp Verde**

## **Consultant Agreement**

For Professional Services  
For  
**Transportation Consulting Services**  
Between the  
**Town of Camp Verde**  
Camp Verde, Arizona  
And  
**Reseed, LLC**

This INDEPENDENT CONSULTANT AGREEMENT ("Agreement") is by and between **Reseed, LLC**, with a business address of **420 W. Roosevelt, Suite 107, Phoenix, AZ 85003**, a **Transportation Consulting Firm**, ("Consultant") and the Town of Camp Verde, a municipal corporation ("Town") with a business address of 473 S. Main Street, Camp Verde, AZ 86322.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant will be an independent Consultant and not an employee of the Town for all purposes, including, but not limited to, the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code (and any other Arizona income tax laws), the State of Arizona workers' compensation laws and unemployment insurance laws and any of the Town's benefit plans for the Town's employees. Consultant agrees that it is a separate and independent enterprise from the Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform any work performed for the Town. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the Town. The Town will not be liable for any obligation incurred by the Consultant, including, but not limited to, unpaid minimum wages and/or overtime premiums. This Agreement shall not be construed to authorize the Consultant to act as an agent for the TOWN in any manner.

The parties further agree and acknowledge that the Town is engaging Consultant as an independent Consultant to provide services to the Town under the terms of this Agreement and that the Town shall not be required, under any circumstance(s), to assume liability for the direct payment of any salary, wage, or other compensation to any person employed by the Consultant before, during, or after this agreement is in effect.

The Town shall not withhold from sums becoming payable to the Consultant under this Agreement any amounts for federal, state or local taxes, including federal or state income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment

taxes. The Town shall report all payments to Consultant on Internal Revenue Service Form 1099. The Consultant agrees that any tax obligation of Consultant arising from the payments made under this Agreement will be the Consultant's sole responsibility. The Consultant will indemnify the Town for any tax liability, interest, and/or penalties imposed upon the Town by any taxing authority based upon the Town's failure to withhold any amount from the payments for tax purposes.

In performance of services hereunder, CONSULTANT shall determine his/her necessary hours of work. CONSULTANT shall provide whatever employees, tools, equipment, vehicles, and supplies CONSULTANT may determine to be necessary in performance of services hereunder.

### **Section I. Period of Service**

The term of this Agreement shall be for the period commencing on **April 4<sup>th</sup>, 2013** with the Town Council approval of this Agreement and shall continue for approximately **Three (3) months** until **June 30, 2013**, unless terminated sooner by the parties, pursuant to Section IV below.

### **Section II. Compensation**

Consultant shall provide Transportation Consultant Services. The Town and Consultant shall mutually agree upon the specific work product, scope of services and cost of any work performed.

The rates Consultant will be paid as consideration for performance of **Transportation Consulting** services on a monthly bases through a flat fee system. CONSULTANT shall be paid **Ten Thousand (\$10,000) Dollars** in professional fees and costs upon commencement of this Contract. No further payment will be made for routine facsimile, telephone, postage, copy, or travel costs. Provided sufficient progress is made with the Transportation Consulting Services, an Additional payment of Twenty Thousand (\$20,000) Dollars shall be made in additional professional fees and costs. Sufficient progress shall be considered the total funding for construction of the SR 260 – Thousand Trails to I-17 road project, in the ADOT 5-year TCP by the FY 2018.

### **Section III. Billing**

Consultant shall provide Consultant services to the Town, based on the written needs of the Town as outlined in Section II above. The Town shall pay Consultant, **a progress payment on June 29<sup>th</sup>, 2013**, based upon sufficient progress as defined above and submission of invoices pursuant to Section II. Invoices should be mailed to the following address:

Town of Camp Verde  
Finance Department  
395 S. Main Street  
Camp Verde, AZ 86322

#### **Section IV. Termination**

The Town or the Consultant reserves the right to cancel the whole or part of this Agreement with or without cause and for any reason or no reason by giving 60 days written notice to either party.

However, in the event that this Agreement is terminated the Town shall pay Consultant in full for all services already rendered pursuant to Section II, exclusive of any markup for profit or expected compensation following such termination, and all future obligations under this Agreement shall cease. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

#### **Section V. Successors and Assigns**

Neither this Agreement, nor any obligation of Consultant hereunder, shall be assigned in whole or in part by Consultant without the prior written consent of the Town Manager.

#### **Section VI. Waiver and Severability**

A waiver of any part of this Agreement, whether express or by conduct, shall not constitute a continuing waiver of such part (unless explicitly stated to be so), or a waiver of any other part, nor shall a waiver of any breach of this Agreement, or any part of it, whether express or by conduct, constitute a waiver of any succeeding breach. The provisions of this Agreement shall be severable such that if any provision shall be deemed to be invalid and unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions hereof.

#### **Section VII. Whole Agreement**

This Agreement, represent the parties' whole Agreement. There are no other promises, terms, conditions or obligations, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

#### **Section VIII. Construction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

#### **Section IX. Insurance Requirements**

The Consultant agrees to procure and maintain, at Consultant's sole expense, and to provide the following:

1. Certificate of Insurance for a Commercial General Liability Insurance Policy with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate against claims for bodily injury, death and property damage and names the Town of Camp Verde, AZ as an additional insured (with corresponding endorsement relative to the additionally insured indemnification) in connection with the consulting services as provided herein.

2. Certificate of Insurance for a Professional Liability Insurance Policy for Consultant (and its employees and agents, if any) for errors and omissions, and negligent acts related to the rendering of such professional services with limits not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. Coverage shall include contractual liability. When policies are renewed or replaced, any retroactive date must coincide with or precede commencement of services by Consultant under this Agreement. A claims-made policy that is replaced or not renewed must have an extended reporting period not less than two (2) years.
3. Certificate of Insurance showing workers' compensation coverage. Coverage includes Statutory, plus Coverage A: Each Accident, B: Each Employee and C: Disease, Each \$1,000,000. **Exception:** sign a waiver provided by the Town relative to being a sole proprietorship without any employees.
4. Commercial Automobile Liability: If you are driving for the Town – beyond your commute to our facilities, the contractor shall procure, and maintain, at contractor's sole expense, until the completion of the contract, coverage for any auto, including non-owned and hired autos, with a combined single limit of \$1,000,000 per occurrence (each accident) and names the Town of Camp Verde, AZ as an additional insured (with corresponding endorsement relative to the additionally insured indemnification) in connection with the contracting services as provided herein (if you are driving for the Town - beyond your commute to our facilities)
5. The Consultant shall keep said policies in force for the duration of the Agreement and for any possible extension thereof. The policy shall not be suspended, voided canceled or reduced in coverage for the duration of the Agreement and for any possible extension thereof without at least thirty (30) days' notice of cancellation of material change in coverage. Such notice shall be sent directly to Town of Camp Verde, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322, Attn: Risk Manager.
6. All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating.
7. With the execution of this Agreement, Consultant shall simultaneously furnish any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement.
8. Consultant shall furnish to the Town of Camp Verde any renewal Certificates of Insurance (if coverage has an expiration or renewal dates occurring during the term of this Agreement).
9. The receipt of any Certificate of Insurance and endorsement does not constitute an agreement by the Town of Camp Verde that insurance requirements have been met.
10. Failure of Consultant to obtain Certificates or other insurance evidence from other Consultants shall not be deemed a waiver by the Town of Camp Verde.
11. The Consultant's liability under this Agreement is not in any way limited by the insurance required by this Agreement.
12. Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

## **Section X. Indemnity**

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the Town of Camp Verde, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee")

from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Consultant agrees to waive all rights of subrogation against the Town of Camp Verde, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the Town of Camp Verde.

### **Section XI. Compliance with Federal and State Laws**

The Consultant understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Under the provisions of A.R.S. §41-4401, Consultant hereby warrants to the Town that the Consultant and each of its SubConsultants ("SubConsultants") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of the Agreement and shall subject the Consultant to penalties up to and including terminations of this Agreement at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Consultant or SubConsultant's employee who works on this Agreement to ensure that the Consultant or any SubConsultant is complying with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Consultant and any of the SubConsultants to ensure compliance with Consultant's Immigration Warranty. Consultant agrees to assist the Town in regard to any random verification performed.

Neither the Consultant nor any of the SubConsultants shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or SubConsultant establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

This Agreement is subject to termination pursuant to A.R.S. § 38-511.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate originals, this **April 4<sup>th</sup>, 2013**.

APPROVED AS TO FORM:

Town of Camp Verde:

\_\_\_\_\_  
Town Attorney/Date

By: \_\_\_\_\_  
Mayor/Date

Consultant:

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

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

ATTEST:

The Mayor and Council approved this agreement for execution at the regular session of April 3, 2013.

\_\_\_\_\_  
Town Clerk

The contract was reviewed and delivered, as signed by the Town, to the Consultant on \_\_\_\_\_ by \_\_\_\_\_  
**INSERT NAME OF PERSON THAT DELIVERED/MAILED CONTRACT.**

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



 Print

Meeting Date:	April 16, 2013
<b>Subject:</b>	Re-Appointment of Associate Magistrate Mary Hamm for a two year term.
Department:	Magistrate
From:	Hon. A. Douglas LaSota Presiding Magistrate

**REQUESTED ACTION**

**Re-Appoint Mary E. Hamm as an Associate Magistrate**

**SUGGESTED MOTION**

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

Motion to re-appoint **the Hon. Mary E. Hamm** as an Associate Magistrate at the standard rate of \$50 per hour

**BACKGROUND**

Prior to becoming a Judge, Mary E. Hamm obtained over 10 years of courtroom experience as a prosecutor- first as a Deputy County Attorney at the Maricopa County Attorney's Office, then at the Chandler City Prosecutor's Office. Mary was well-respected as a prosecutor and considered to be very fair as well. In 2002, Mary was appointed as a Judge Pro Tempore for Yavapai County Superior Court. She has been the primary Judge Pro Tempore for the weekend and holiday Jail Court for the entire county. On three separate occasions, she was appointed by the Presiding Judge of Yavapai County Superior Court to take over courts where the Judge left on short notice. These appointments were for two municipal courts and one Justice Court and she managed the courts for approximately one year each. Most recently, she was the full-time interim Justice of the Peace for the Seligman Justice Court. Mary has also assisted the Cottonwood Municipal Court for Jail Court cases during the week when the Presiding Judge was unavailable on occasion due to vacation or sick leave, etc. Therefore, she is already familiar with some of the Court's practices and policies. She did not charge the Court on those occasions, as she graciously assisted the Court when needed. She has also served as needed for Arraignments and Pre-trial Conferences at the Court during the last 2 year term with our Court.

**JUSTIFICATION/BENEFITS/ISSUES**

The Municipal Court needs to have sufficient coverage for the Court in the event the Presiding Magistrate and the current Associate Magistrates (fka Pro Tems) are not available for any reason. Ms. Hamm lives in Prescott and currently serves in the Municipal Court on occasion.

Ms. Hamm primarily works as a Judge Pro Tem now, and would be available on most occasions she is needed, especially with advance notice. She is also often available on short notice when not already committed to another Court. It always helps if there is a sufficient pool of Associate Magistrates from which to select.

**COST/FUNDING SOURCE**

Judge Hamm will be paid from the Court budget, which has an allotment for Judge Pro Tem (Associate Magistrate) services. She will be paid the standard rate of \$50 per hour. Her services will not be needed that often, as the appointment of Janie Randall as an Associate Magistrate has been very successful and has saved the City of Cottonwood Thousands of dollars.

**ATTACHMENTS:**

Name:	Description:	Type:
📄 <a href="#">res2694.doc</a>	Resolution Number 2694	Cover Memo

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RESOLUTION NUMBER 2694

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING MARY E. HAMM AS AN ASSOCIATE CITY MAGISTRATE AND ESTABLISHING HER TERM OF OFFICE.

WHEREAS, the Council finds it necessary and appropriate to appoint another magistrate to preside over the municipal court in the absence of the presiding magistrate.

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

THAT, in accordance with Section 2.36.010 of the Municipal Code of the City of Cottonwood, Arizona, Mary E. Hamm, is hereby appointed as an associate magistrate for a two-year term beginning April 18, 2013, and ending April 18, 2015.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 16TH DAY OF APRIL 2013.

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Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

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Steven B. Horton, Esq., City Attorney

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Marianne Jiménez, City Clerk

**CLAIMS REPORT OF APRIL 16, 2013**

<b>FUND TOTAL</b>	<b>VENDOR NAME</b>	<b>DESCRIPTION</b>	<b>TOTAL \$0.00</b>
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**CLAIMS EXCEPTIONS REPORT OF APRIL 16, 2013**

<b>FUND</b>	<b>VENDOR NAME</b>	<b>DESCRIPTION</b>	<b>TOTAL</b>
All	City of Cottonwood	Payroll 04/12/13	\$454,568.28
All	APS	Utilities	\$58,733.78
Gen	Accurate Building Maintenance	Custodial	\$19,851.13
Capital	AZ Awnings & Window Shades	PO 19234 Old Town Parking Lot	\$7,264.08
All	AZ Municipal Risk Retention Pool	Work Comp 3rd Quarter 2013	\$78,040.00
Gen	Blackbaud	Software Maintenance	\$5,247.94
Gen	CDW Government	Computers/Servers for Admin Svcs. Fire	\$13,105.52
Gen	Dave Bang Assoc. Inc	PO 19238 Park Equipment	\$6,428.16
Utilities	Environgen Technologies, Inc	PO 19153 Arsenic Maint	\$34,760.95
All	HD Supply Electrical	Supplies	\$5,571.22
Airport	Jackson Kinsi Corporation	PO 19264 Airport Beacon	\$10,468.55
Capital	Kinney Construction Services	PO 19231 & 19216 Old Town Jail	\$56,867.08
Gen	Larry Green Chevrolet	Sales tax and Vehicle Maintenance	\$18,925.30
Utilities	Legend Technical Svc, Inc	Lab Fees	\$6,918.78
Utilities	Old Castle Precast/Utility	PO 19252 Quail Canyon	\$10,980.09
All	United Fuel	Fuel	\$28,222.69
Gen	Yavapai Title	Titles and Growth Premium - Final	\$6,100.00
All	APS	Utilities	\$29,322.19
Gen	Boys and Girls Club	Council Approved contribution	\$10,000.00
Utilities	HD Supply Waterworks	Supplies	\$7,894.00
Gen	Mobile Concept Tech.	PO 19217 MD Computers	\$125,450.03
Utilities Hurf	Pender Engineering	PO 18573, 18716 12th Street and CAD Designs	\$5,464.00
Gen	Sedona Fire	PO 19154 Dispatching svc	\$8,459.23
Capital	Stockbridge Energy Group	PO 19244 Light Poles	\$17,739.00
Gen	The Van Wyck Law Firm	Prosecuting Atty	\$7,000.00
Utilities	Tiffany Construction Inc	PO 19230 Centrifuge Loading	\$39,060.56
Utilities	Wood Patel & Assoc.	Misc. Services	\$5,715.00
<b>TOTAL</b>			<b>\$1,078,157.56</b>