

A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD APRIL 17, 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—ELKS NATIONAL YOUTH WEEK & BIKE MONTH.
- VI. PRESENTATION—OVERVIEW OF THE WATER LITERACY EDUCATION FOR KINDERGARTEN STUDENTS PROGRAM.
- VII. CALL TO THE PUBLIC—This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02.H.) Comments are limited to a 5 minute time period.
- VIII. APPROVAL OF MINUTES—Regular Meetings of March 20 and April 3, 2012.

Comments regarding agenda items are limited to a 5 minute time period per speaker.
- IX. UNFINISHED BUSINESS—None.
- X. CONSENT AGENDA.
 1. NEW LIQUOR LICENSE APPLICATION FOR OLIVIA DIAZ, OWNER OF EL PATIO BAR AND GRILL, LOCATED AT 1695 EAST COTTONWOOD STREET, SUITE J.
 2. SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY STEVEN GOTTLIEB, APPLICANT FOR THE FRATERNAL ORDER OF EAGLES #3600, FOR AN EVENT SCHEDULED FOR MAY 26, 2012, IN THE PARKING LOT OF RENEGADES STEAKHOUSE LOCATED AT 747 SOUTH MAIN STREET.
- XI. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
 1. AWARD OF CONTRACT FOR THE CITY'S PROSECUTION/CODE ENFORCEMENT SERVICES.

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2. RESOLUTION NUMBER 2638 - ADOPTING THE 2011 UPDATE OF THE YAVAPAI MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN.
3. ESTABLISHMENT OF A COMPACTOR STATION VOUCHER PROGRAM.
4. APPROVAL OF AN AGREEMENT WITH VENTAS REALTY FOR RIGHT-OF-WAY REQUIRED FOR THE MINGUS AVENUE RECONSTRUCTION PROJECT FROM 89A TO WILLARD STREET.
5. AUTHORIZATION TO RECLASSIFY THREE INTERIM COTTONWOOD FIRE DEPARTMENT LIEUTENANT POSITIONS TO CLASSIFIED FIRE LIEUTENANT POSITIONS.
6. ANNUAL REVIEW OF THE CITY MAGISTRATE—PURSUANT TO A.R.S. §38-431.03.(A)(1) DISCUSSION OR CONSIDERATION OF EMPLOYMENT, ASSIGNMENT, APPOINTMENT, PROMOTION, DEMOTION, DISMISSAL, SALARIES, DISCIPLINING OR RESIGNATION OF A PUBLIC OFFICER, APPOINTEE OR EMPLOYEE OF ANY PUBLIC BODY, EXCEPT THAT, WITH THE EXCEPTION OF SALARY DISCUSSIONS, AN OFFICER, APPOINTEE OR EMPLOYEE MAY DEMAND THAT THE DISCUSSION OR CONSIDERATION OCCUR AT A PUBLIC MEETING; THE COUNCIL MAY VOTE TO CONVENE INTO EXECUTIVE SESSION SUBJECT TO THE CITY MAGISTRATE’S RIGHT TO COMPEL THE COUNCIL TO DISCUSS THIS MATTER IN OPEN MEETING.

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.



P R O C L A M A T I O N

WHEREAS, the Benevolent and Protective Order of Elks has designated the first week in May as Youth Week to honor America's junior citizens for their accomplishments, and to give fitting recognition of their services to the community, state and nation; and

WHEREAS, Jerome Lodge #1361, Prescott Lodge #330, Chino Valley Lodge #2842, and Sedona Lodge #2291 will sponsor an observance during that week in tribute to the junior citizens of this community; and

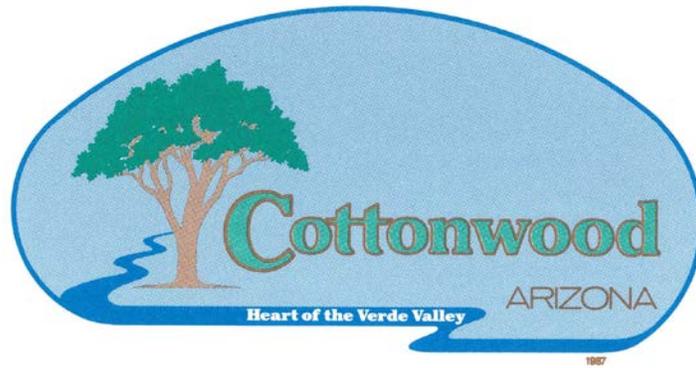
WHEREAS, no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and

WHEREAS, our Youth need guidance, inspiration and encourage which we alone can give in order to help develop those qualities of character essential for future leadership and go forth to serve America; and

WHEREAS, to achieve this worthy objective we should demonstrate our partnership with Youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship.

NOW THEREFORE, I, Diane Joens, Mayor of the City of Cottonwood, hereby proclaim the first week in May as Youth Week, and urge all departments of government, civic, fraternal and patriotic groups, and our citizens generally, to participate wholeheartedly in its observance.

Diane Joens, Mayor



PROCLAMATION

Whereas, for more than a century, the bicycle has been an important part of the lives of most Americans; and

Whereas, today, Americans are turning to the bicycle more than ever before as a means of becoming a part the solution in our nation's quest to better our citizens' health, improve our environmental quality, and promote our energy independence, and do overwhelmingly support improving our quality of life and providing quality recreational opportunities for our families and our visitors; and

Whereas, the League of American Bicyclists and its chapters have declared May as Bike Month since 1956; and

Whereas, the Verde Valley Cyclists Coalition, our valley's chapter of the League, and independent cyclists throughout Arizona are calling for greater public awareness of bicycle operation and safety in an effort to reduce accidents, injuries and fatalities and to increase enjoyment for all,

Now, therefore, I, Diane Joens, Mayor of the City of Cottonwood, Arizona, do hereby proclaim May 2012 as **Bike Month** and the week of May 14th-18th to be **Bike-To-Work Week** throughout all of Cottonwood; and urge all residents, schools, city departments, and civic groups to support bicycling; and for motorists, pedestrians and bicyclists to work together to share our streets, roads and trails.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Cottonwood, Arizona, this 17th day of April 2012.

Diane Joens, Mayor

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	April 17, 2012
Subject:	Water Literacy Education for Kindergarten Students
Department:	Development Services
From:	Debbie Breitreutz, Wastewater Superintendent Roger Biggs, Utility Department Administrative Manager Linda Heidenreich, Instructor, Water Literacy Education

REQUESTED ACTION

Present an overview of the Water Literacy Education for Kindergarten Students program.

SUGGESTED MOTION

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

None Required, Information Only

BACKGROUND

Water Literacy Education

Linda: I have been an instructor for the Yavapai College for Kids summer program since 2005. I have created field-based Verde Valley Geology/Water classes for ages 5-12 with emphasis on the Verde River. In 2009, I created a class called EnviroTrek, a series of field trips concentrating on water literacy for my young students. This is when I began my collaboration with the City of Cottonwood Utilities employees Roger and Debbie. They have been instrumental in the implementation of my vision, water literacy education through observation of the processes of city water and wastewater.

After several successful summers with our class, I decided to introduce an idea of a partnership of the City of Cottonwood Utilities with Cottonwood-Oak Creek School District to educate kindergarten students about water literacy. With Roger's encouragement, I approached Mayor Joens, who was enthusiastic about the idea, and she set up a meeting with Barb U'Ren superintendent of Cottonwood Oak Creek School District, her curriculum advisor Pat Osborne, Roger and Debbie. I created and gave a presentation called Water is Life. Joe Spangler created a web site from this presentation. The web site is my in-class lesson plan for the kindergarten students prior to our series of field trips to the Verde River, Cottonwood Water Well site 5, and tour of the City's Wastewater Treatment Plant. As a result of that presentation and the positive response of Barb and Pat our first pilot program begins April 23 2012. Since this program is community-oriented, we will utilize public transportation, the CATS buses, for the field trips. The idea was also suggested that the Utilities Department could supply water bottles with straps with the City of Cottonwood Utilities logo, the pamphlet 'The Story of Drinking Water,' and the cost of our public transportation. These costs are funded through the Utilities water conservation fund.

It has been my observation that Cottonwood is a community that is preparing for the future, especially in regards to its most important resource, water. Education is vital to this process and I believe the focus within our community should be on the youngest members, kindergarten students. Their future will be unlike the present. It is important that we, as community leaders and educators, provide them with the tools necessary for their own future relationship to water within the community.

Debbie: After working with Linda for several years on the Yavapai College for Kids classes, it is apparent that she is very enthusiastic about her vision of water literacy education through observation. Personally, I believe it is a great idea to get children aware of how both the water and wastewater systems work as well as spreading the message of conservation.

Roger: Linda's enthusiasm is infectious. Working with Linda and her students is always a wonderful and worthwhile experience. The wonder and excitement that Linda brings to her classes affects all who get involved.

Linda: I leave you with this quote from 'Killing the Hidden Waters' by the journalist Charles Bowden. It was written in the 1980s and is a prophetic vision of the future of water. Once I read the book I was changed.

"The groundwater problem that nourishes so many academics, bureaucrats, and politicians is actually a groundwater reality. In arid lands groundwater is a nonrenewable resource, and hence, it is an example of non-renewable resources in general. When such a resource is used by humans, it is gone, period. Hydrology, water management, and master plans cannot alter the fact."

"Our children no longer learn how to read the great Book of Nature from their own direct experience or how to interact creatively with the seasonal transformations of the planet. They seldom learn where their water comes from or where it goes..." Wendell Berry

JUSTIFICATION/BENEFITS/ISSUES

A long term effort to educate kindergarten students about water conservation, preservation, production and reuse. The educational foundation created in young students will have lasting effects on a population living in an arid environment where water issues will become increasingly important.

COST/FUNDING SOURCE

ATTACHMENTS:

Name:

Description:

Type:

No Attachments Available

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date: April 17, 2012
Subject: New Liquor License Application for Olivia Diaz,
owner of El Patio Bar & Grill.
Department: City Clerk
From: Marianne Jimenez, City Clerk

REQUESTED ACTION

Council consideration of recommending approval or denial of a new Liquor License Application for Olivia Diaz, owner of El Patio Bar and Grill.

SUGGESTED MOTION

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

"I move to recommend approval of the new Liquor License Application submitted by Olivia Diaz, for El Patio Bar and Grill located at 1695 E. Cottonwood Street, Suite J."

BACKGROUND

A new Liquor License Application was received from Olivia Diaz, for El Patio Bar and Grill located at 1695 E. Cottonwood Street, Suite J. The application has been posted for 20 days, and no arguments for or against the application have been received.

JUSTIFICATION/BENEFITS/ISSUES

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

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
 4-17-12 El Patio LL Application.pdf	El Patio Bar & Grill Liquor License Application	Cover Memo

Arizona Department of Liquor Licenses and Control
 800 West Washington, 5th Floor
 Phoenix, Arizona 85007
 www.azliquor.gov
 602-542-5141

APPLICATION FOR LIQUOR LICENSE
 TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

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

1. Type of License(s): 12-RESTAURANT

2. Total fees attached: \$

12133514
 Department Use Only
124.00

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

SECTION 4 Applicant

- Owner/Agent's Name: Mr. DIAZ OLIVIA
 (Insert one name ONLY to appear on license) Last First Middle
- Corp./Partnership/L.L.C.: _____
 (Exactly as it appears on Articles of Inc. or Articles of Org.)
- Business Name: EL PATIO BAR AND GRILL
 (Exactly as it appears on the exterior of premises)
- Principal Street Location 1695 E. COTTONWOOD AVE SUITE J COTTONWOOD YAVAPAI 86326
 (Do not use PO Box Number) City County Zip
- Business Phone: 928 634 0158 Daytime Contact: 928-592-0340
- Is the business located within the incorporated limits of the above city or town? YES NO
- Mailing Address: 1955 E. CORNVILLE RD, RIMROCK, ARIZONA 86335
 City State Zip
- Price paid for license only bar, beer and wine, or liquor store: Type N/A \$ _____ Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: 100.00 Application 24.00 Club Finger Prints \$ 124.00
 Interim Permit Agent Change
TOTAL OF ALL FEES

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

Accepted by: EV Date: 2/27/2012 Lic. # 12133514

SECTION 5 Interim Permit:

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

12 FEB 27 09:14:14 M15

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

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

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

_____ day of _____, _____
Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip
DIAZ,	OLIVIA		100	1985 S. MANZANITA TRL, COTTONWOOD, AZ	86326

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

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

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

- CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8:** 12 FEB 27 Lique. Lic. PM 1 51
- L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.**

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

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

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

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

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

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

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

SECTION 11 Person to Person Transfer:

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

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

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

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

(Signature of CURRENT LICENSEE)

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

Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

'12 FEB 27 Liq. Lic. PM 1 51

- Current Business: Name _____
(Exactly as it appears on license) Address _____
- New Business: Name _____
(Physical Street Location) Address _____
- License Type: _____ License Number: _____
- If more than one license to be transferred: License Type: _____ License Number: _____
- What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 0.4 ft. Name of school ACCELERATED LEARNING CHARTER SCHOOL K-8
Address 320 South Main Street, Cottonwood, AZ
City, State, Zip _____

2. Distance to nearest church: 0.2 ft. Name of church RIVER COMMUNITY FELLOWSHIP
Address 1750 E Villa Dr # C, Cottonwood, AZ 86326
City, State, Zip _____

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name Granite Cottonwood, L.L.C., CTC Ellington, L.L.C., CTC Tomlinson, L.L.C.
Address 5343 N. 16TH ST SUITE 290, PHOENIX, AZ 85016
City, State, Zip _____

4a. Monthly rental/lease rate \$ 2031.67 What is the remaining length of the lease 5 yrs. _____ mos.

4b. What is the penalty if the lease is not fulfilled? \$ PAY IN FULL or other 0
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0

Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? RESTAURANT

SECTION 13 - continued

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

License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

Olivia D...
 applicant's signature

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

O.D
 applicants initials

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

- 1. Check ALL boxes that apply to your business:

<input checked="" type="checkbox"/> Entrances/Exits	<input checked="" type="checkbox"/> Liquor storage areas	Patio: <input checked="" type="checkbox"/> Contiguous
<input type="checkbox"/> Service windows	<input type="checkbox"/> Drive-in windows	<input type="checkbox"/> Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? 03/01/2012
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

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

O.D
 applicants initials

FEB 27 4 43 PM '12

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

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

SEE ATTACHMENT.

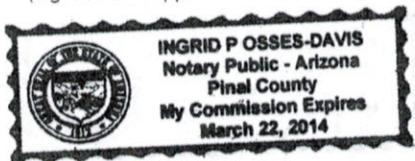
2400 F + S

12 FEB 27 10:47 AM 151

SECTION 16 Signature Block

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

X *Olivia Diaz*
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Pinal

The foregoing instrument was acknowledged before me this 21 of February, 2012
Day Month Year

[Signature]
signature of NOTARY PUBLIC

My commission expires on: 03 / 22 / 2014
Day Month Year

CODE

Exit



E. C. H. G. S. P. M. 1. 51

12 FEB 27 194. Lic. PM 1 51

800

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	April 17, 2012
Subject:	Special Event Liquor License Application-- Fraternal Order of Eagles #3600.
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 Steven Gottlieb, applicant for the Fraternal Order of Eagles #3600, for an event scheduled for May 26, 2012.

SUGGESTED MOTION

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

"I move to recommend approval of the Special Event Liquor License Application submitted by Steven Gottlieb, applicant for the Fraternal Order of Eagles #3600, for an event scheduled for May 26, 2012, in the parking lot of Renegades Steakhouse located at 747 South Main Street."

BACKGROUND

A Special Event Liquor License Application has been received from Steven Gottlieb, applicant for the Fraternal Order of Eagles #3600, for an event scheduled for May 26, 2012, in the parking lot of Renegades Steakhouse located at 747 South Main 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:	Description:	Type:
☐ 4-17-12 Fraternal Order of Eagles Special Event LL.pdf	SPECIAL EVENT LIQUOR LICENSE APPLICATION FOR FRATERNAL ORDER OF EAGLES #3600 & LETTER FROM STEVEN GOTTLIEB	Cover Memo

800 W Washington 5th Floor
 Phoenix, Arizona 85007-2934
 (602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
 PLEASE ALLOW **10 BUSINESS DAYS** FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

- Name of Organization: FRATERNAL ORDER OF EAGLES # 3600
- Non-Profit/I.R.S. Tax Exempt Number: 23-7423735
- The organization is a: (check one box only)
 - Charitable
 - Fraternal (must have regular membership and in existence for over 5 years)
 - Civic
 - Religious
 - Political Party, Ballot Measure, or Campaign Committee
- What is the purpose of this event? on-site consumption off-site consumption (auction) both

5. Location of the event: PARKING LOT TO THE REAR OF 747 SOUTH MAIN COTTONWOOD YAVAPAZ 86326
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: GOTTLEB STEVEN RANDOLPH 10/09/64
Last First Middle Date of Birth

7. Applicant's Mailing Address: 520 ELLENWOOD DRIVE PRESCOTT AZ 86303
Street City State Zip

8. Phone Numbers: (928) 634-7272 (928) 499-9646 (928) 776-0762
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>MAY 26 2012</u>	<u>SATURDAY</u>	<u>12:00 NOON</u>	<u>12:00 MIDNIGHT</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

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

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

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

N ↑

SEE ATTACHED



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 6 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 FRATERNAL ORDER OF EAGLES #3600 100%
Percentage
Address 218 N. CORTER 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
12 # Security personnel Barriers

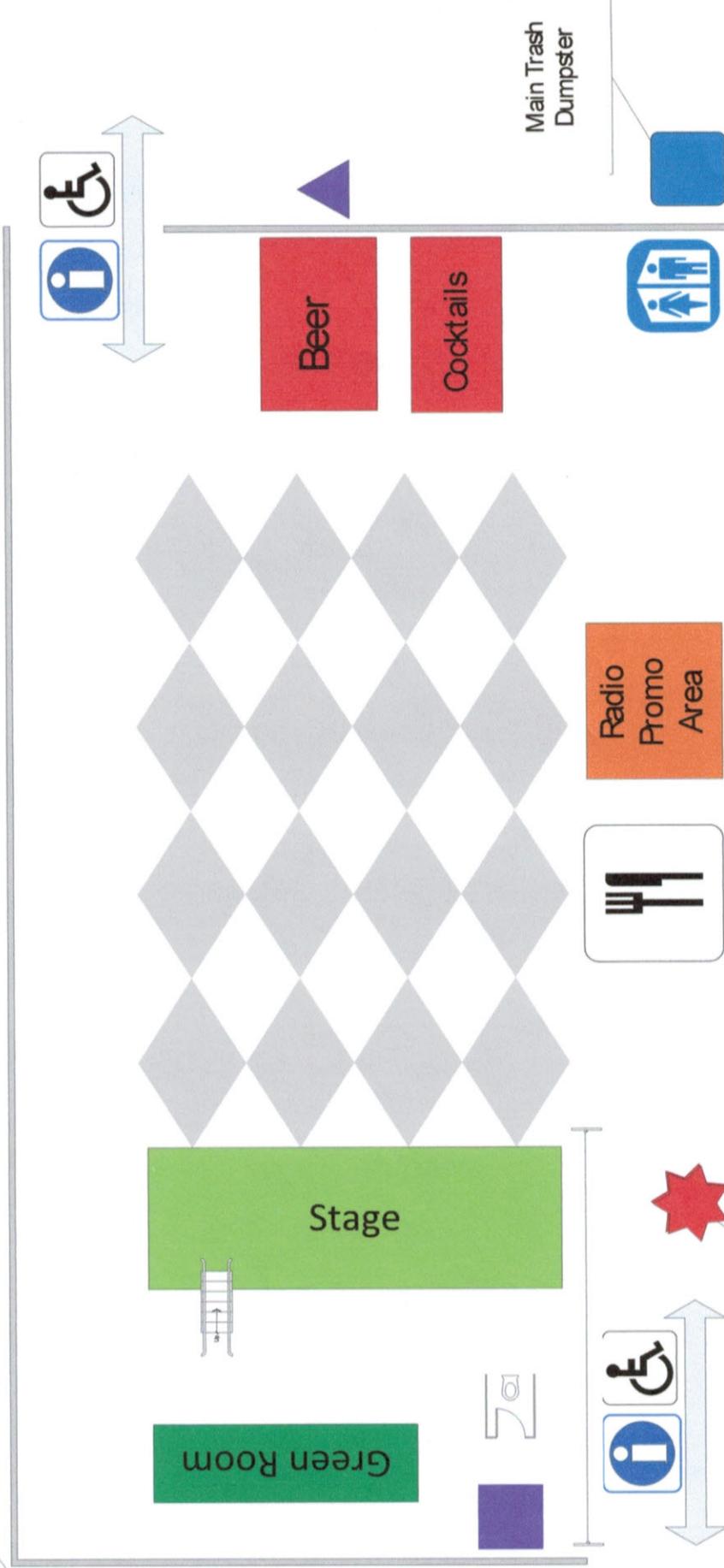
USE OF A DOUBLE FOUR FOOT FENCE TO ENCASE
THE EVENT. THE DOUBLE FENCE WILL HAVE
A FOUR FOOT GAP. WRISTBANDS USE TO I.P. OVER 21

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.



Double Fence with 4 foot gap between Fence lines. All spider boxes and electrical cords run within this area.

-  Stage Generator
-  Small Generator

 Area of Trash Cans and Tables

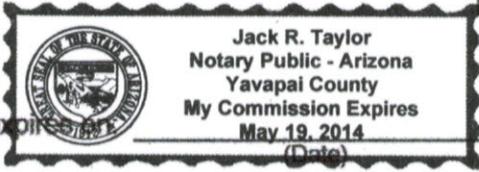
 Small Bar

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

18. I, STEVEN RANDOLPH GOTTLEB 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] SECRETARY 01/09/12 (928) 499-9646
(Signature) (Title/Position) (Date) (Phone #)

State of ARIZONA County of YAVAPAI



The foregoing instrument was acknowledged before me this

9 1 2012
Day Month Year

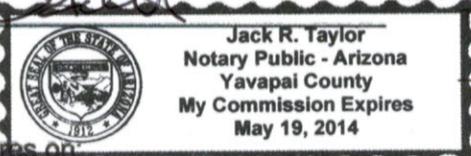
My Commission expires on _____

[Signature]
(Signature of NOTARY PUBLIC)

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

19. I, STEVEN RANDOLPH GOTTLEB 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) he foregoing instrument was acknowledged before me this



9 1 2012
Day Month Year

My commission expires on _____

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____
(Title) (Date)

The City of Cottonwood
Community Development Department
111 North Main Street
Cottonwood, Arizona 86326

March 26, 2012

Re: May 26th, 2012 Renegades Opening Celebration

To Whom It May Concern:

The purpose of the celebration on May 26th, 2012 is to announce to the public that Renegades Steakhouse is open and serving the public. The property opened a few months ago soft to allow the business time to get the menu correct.

The organizers of the event are the Fraternal Order of Eagles #3600 based in Prescott. The Eagles have operated events in Prescott for over 12 years and had the operations contract for Bestfest. The Eagles have never had a fining incident and run events with a conservative ethos.

The event itself will have three bands, a mechanical bull, face painting, salsa competition, and an outside bar. We are hoping the event will be successful and continue on a yearly basis. The event will be staffed with 12 wrist-band and ID check personnel, 6 bartenders, two back of stage staff, sound lighting and stage companies employees. This event will take place on private property leased by Renegades Steakhouse year round. We will end the event by 10:00pm to avoid any noise issues. Alcohol will be controlled by use of a double four foot high fence with a four-foot gap between fence lines. I.D.'s will be check with wristbands applied to left wrist of those able to consume alcohol.

A 20-foot fire lane will be preserved up to both entrances of the event. With peak attendance occurring after 5:00pm the parking lot of business surrounding the event can be utilized to help with overflow parking. Two event staff members will orbit the exterior of the event to anticipate any issues that arise.

Trash removal and clean up will be provided by Patriot Disposal Service. At closing the event will be walked by all staff members and the private parking lot will be cleaned.

The Fraternal Order of Eagles #3600 are responsible operators of out-door events in Prescott. We have been asked by the owners of Fork in the Road Restaurant Group to assist in this event. They are the owners of Renegades Steakhouse and own three restaurants in Prescott that the Eagles have worked with in the past.

Below is a list of events the Eagles with have or had outdoor bars at recently.

- Bestfest
- Oktoberfest
- Whiskey Off Road Bike Race
- Whiskey Row Marathon Cinco de Mayo Party
- Whiskey Row Street Dance
- Prescott St. Patrick's Day Street Party
- Wounded Warrior 9-11 Service
- Gurley Street Bar and Grill Cantina Night

This list is by no means exhaustive. Each one of the above mentioned events have had attendance ranging from 70,000 for Bestfest to 1,500 for the Oktoberfest.

Thank you for your consideration in this matter. I can be contacted at 928 499-9646.

Respectfully Submitted,



Steve Gottlieb

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	April 17, 2012
Subject:	Award of Prosecution/Code Enforcement Services Contract
Department:	City Clerk
From:	Steve Horton, City Attorney

REQUESTED ACTION

Award of Prosecution/Code Enforcement Services Contract to Bob Van Wyck d/b/a The Van Wyck Law Firm PLLC

SUGGESTED MOTION

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

"I move to award the Prosecution/Code Enforcement Services Contract to The Van Wyck Law Firm PLLC, and to authorize the Mayor to sign the agreement and to take any additional actions required to implement the agreement."

BACKGROUND

The City's Purchasing Division issued a Request for Statements of Qualifications and Cost Proposals for prosecution and code enforcement services in early March, following the resignation of our previous prosecutor.

Mr. Van Wyck has a wealth of both prosecution and judicial experience, having served as an assistant district attorney in Maine; an assistant county attorney in Nogales; a prosecutor for Cottonwood and Clarkdale in the 1980's and 1990's; and more recently, as both a full-time and pro tem judge for the Navajo County Superior Court.

Mr. Van Wyck has also been serving as the City's interim prosecutor since early March, and has received universal praise for the competence and professionalism he's displayed in that role.

Mr. Van Wyck also served as Chief Counsel for the State Bar from 2002-2008, where he supervised the prosecution of all attorney discipline cases in the state.

At \$7,000.00 per month, Mr. Van Wyck's cost proposal was also competitive with the other cost proposals received by the City, and is equal to what the City has been paying for these

services since moving to a fixed-fee compensation model in 2009.

Mr. Wyck has indicated that if he is awarded this contract, he will decline any future professional assignments that may pose scheduling or other conflicts with his prosecution and code enforcement responsibilities.

JUSTIFICATION/BENEFITS/ISSUES

The City is in need of an attorney to provide prosecution and code enforcement services, and is fortunate to have an opportunity to engage Mr. Van Wyck to provide these services.

COST/FUNDING SOURCE

General Fund/Legal Department Budget

ATTACHMENTS:

Name:	Description:	Type:
 Van Wyck Law Firm PLLC.pdf	Van Wyck Law Firm	Backup Material

March 21, 2012

City of Cottonwood
Administrative Services Department
816 N. Main Street
Cottonwood, Az. 86236
Project No. 2012-LS-01

RE: Proposal for the Provision of Legal Services
Submitted by Robert B. Van Wyck
On behalf of the Van Wyck Law Firm PLLC.

This is in response to the request for proposals for a prosecuting attorney and for the provision of related legal services to the City of Cottonwood. I believe I am uniquely qualified to provide the legal services required by the City of Cottonwood. As the interim prosecutor for the City, I know what the job entails and I find the work fulfilling. I am confident I can provide the professional services the City deserves.

I am currently engaged in private practice with an emphasis on representing attorneys in connection with State Bar disciplinary matters. I also conduct mediations in civil and domestic relations cases in the Coconino County Courts, and serve as a hearing officer from time to time. I routinely appear in the Coconino County and Maricopa County Courts on civil and domestic relation matters. I am serving as a judge pro tempore in Navajo County, having recently managed a full-time criminal calendar in Superior Court for over four months.

I previously served as the State Bar of Arizona's Chief Bar Counsel from 2002 until December 2008. In that capacity, I oversaw the regulatory department and prosecuted or supervised the prosecution of many attorney discipline cases. Our office handled all investigation and charging of these cases as well. The hearings were administrative and conducted before a hearing officer.

I have more than 25 years of legal experience. After graduating from Maine Law School, I was an Assistant District Attorney in the state of Maine from 1979-1983 before moving back to Arizona where I was raised. During that time, I was responsible for the prosecution of all cases in Lincoln County, Maine. I tried over thirty five (35) jury trials and literally, hundreds of trials before a judge. I briefed and argued several cases before the Maine's Supreme Court. An important part of this position was to advise and train law

enforcement personnel regarding substantive criminal law, criminal procedure and how to prepare a case and testify before a jury.

Upon returning to Arizona, I served briefly as a Deputy County Attorney in Nogales, Arizona where I prosecuted felony cases in superior court. My family and I moved to Flagstaff, where I was in private practice with Mangum, Wall, Stoops and Warden for seven years and then on my own for an additional 8 years. While with Mangum, Wall, I assisted in the representation of the City of Flagstaff in numerous matters. I also assisted Bob Warden in the representation of the Town of Cottonwood. These municipal matters included the prosecution of traffic and criminal matters as well as code enforcement. While in a small firm practice after leaving Mangum, Wall, I prosecuted traffic and criminal matters for the Town of Clarkdale.

I became a Coconino County Superior Court Judge in 1999, and served for 3 years on the bench before accepting a position with the State Bar. While on the bench, I handled a large criminal docket and was the judge for Drug Court for a year.

I served on the Board of Governors of the State Bar of Arizona for years and was President of the State Bar of Arizona in 1997-1998.

One of the often overlooked characteristics of being a competent prosecutor is an ability to manage a case load and to move cases efficiently through the system. I have a great deal of management and administrative experience. There will not be a backlog of cases in the Cottonwood Municipal Court because of any inefficiency on my part.

A court system must be perceived as fair and evenhanded. Part of being fair is to provide a reasonable and prompt resolution to a matter. I have been impressed with the efficiency of the Municipal Court and the competency of its staff. I work well in a team, or cooperative environment. I believe that I can work well with them to continue the good services law enforcement and the public have enjoyed to this date.

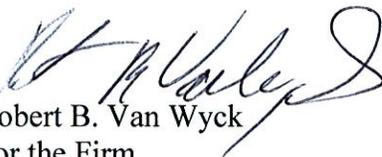
My support staff consists of my paralegal, Kellie who has prior experience as a clerk in Justice Court in Coconino County and as a Judicial Assistant for judges in Superior Court. She is very organized and experienced in managing an office and overseeing a busy calendar. My current arrangement for the provision of back up is for Mik Jordahl, an experienced attorney who shares office space with me to be available in my absence. He is an experienced trial lawyer and has both prosecuted and defended criminal cases over the years. If needed, I will expand my support staff and provide for other attorneys to back up the prosecution. If awarded

this contract, I will not take on cases other than mediation or hearing officer matters so as not to interfere with the provision of legal services to Cottonwood.

A copy of my current malpractice insurance policy is attached to this proposal. The coverage has been in place for two years through Travelers. Changes can be made to the policy if necessary.

The proposed fee for these services is a fixed amount of \$7,000.00 per month. There are no other administrative fees or costs associated with this fixed fee proposal.

If there are further questions, please do not hesitate to contact me.



Robert B. Van Wyck
For the Firm

**Exhibit A
OFFER SECTION**

TO THE CITY OF COTTONWOOD:

The Undersigned hereby offers and agrees to enter into negotiations with the City to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

For clarification of this Offer, contact:

JH VanWyck Law Firm PLLC Name: Robert B VanWyck
Company Name
114 N. San Francisco, Suite 207 Phone: 928-213-0258
Address 928-853-9991 (cell)
Flagstaff, AZ, 86001 Fax: 928-213-5776
City State Zip
[Signature] Email: Bob@VanwyckLaw.com
Signature of Person Authorized to Sign
Robert B VanWyck
Printed Name
Owner/member
Title

RECEIPT OF ADDENDA:

Bidder acknowledges receipt of the following Solicitation Addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____



**LAWYERS PROFESSIONAL LIABILITY COVERAGE
DECLARATIONS**

POLICY NO. 105257642

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

(A Stock Insurance Company, herein called the Company)

**Important note: This is a claims-made policy. To be covered, a claim must be first made against an insured during the policy period or any applicable extended reporting period.
The limit of liability available to pay settlements or judgments will be reduced by defense expenses. The deductible applies to defense expenses.**

This policy is composed of the Declarations, the Professional Liability Coverage, the Professional Liability Terms and Conditions, and any endorsements attached thereto.

ITEM 1	<p>NAMED INSURED: THE VANWYCK LAW FIRM, PLLC</p> <p>Principal Address: P.O. BOX 398 FLAGSTAFF, AZ 86002</p>
ITEM 2	<p>POLICY PERIOD: Inception Date: March 24, 2012 Expiration Date: March 24, 2013 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.</p>
ITEM 3	<p>ALL NOTICES PURSUANT TO THE POLICY MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:</p> <p>Email: PLclaims@travelers.com</p> <p>FAX: 888-460-6622</p> <p>Professional Liability Claims Manager Travelers Bond & Financial Products 385 Washington Street, MC 9275-NB08F St. Paul, MN 55102</p>
ITEM 4	<p>COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:</p> <p>Lawyers Professional Liability Coverage</p>

ITEM 9	FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: PTC-1001-1108; LPL-1001-1108; PTC-3002-1108; PTC-2017-1108; PTC-2035-1108; PTC-2067-0411
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The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.



Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.


Executive Vice President


Corporate Secretary

Robert Van Wyck
114 N. San Francisco, Suite 207
Flagstaff, Arizona 86001

PROFESSIONAL EXPERIENCE:

- 2009 – present The Van Wyck Law Firm
Attorney in private practice; I focus on providing ethical advice to attorneys and representing attorneys in disciplinary matters before the State Bar. I also serve as a mediator, either singly or with another mediator, Dina Barnese
- 2002 – present Coconino County Superior Court, Navajo County Superior Court
Judge Pro Tem, assigned criminal, civil and dissolution cases. I handled a full criminal calendar in Navajo County for the past four months .
- 2002 – 2008 State Bar of Arizona
Chief Bar Counsel. As such I was responsible for oversight of the regulatory department of State Bar. This department was charged with the investigation and prosecution of attorney misconduct. I supervised approximately twelve (12) lawyers and twenty (20) support staff. I personally investigated and prosecuted numerous cases, including high profile cases, as the chief bar counsel for the State Bar.
- 2001 – 2002 Coconino County Superior Court, Navajo County Superior Court, Flagstaff Municipal Court,
Judge Pro Tem, assigned to DUI/Drug Court and other special matters
- 2001 – 2002 Hufford, Horstman, Mongini, Parnell & McCarthy, P.C.
Of Counsel, general litigation matters
- 1999 – 2000 Coconino County Superior Court
Full time Judge Pro Tem, Coconino County Superior Court, Division 1
- 1991 – 1999 Van Wyck & Vandemoer, P.L.L.C. Flagstaff, Arizona
Private practice focusing on Health Care Law; General Litigation including insurance defense and commercial matters, and Domestic Relations. Our firm, with my partner as lead attorney, served as legal counsel to various municipalities, including Clarkdale, where I served as a prosecutor for a period of time.
- 1984 – 1991 Mangum, Wall Stoops & Warden Flagstaff, Arizona
While at Mangum, Wall, my emphasis was on Insurance Defense Litigation; and Health Care Law, and I assisted in the representation of the Town of Cottonwood. I also assisted in our firm's representation of the City of Flagstaff. I was often assigned the role of prosecutor for Cottonwood, and was involved with code enforcement matters. I became a partner in 1987 and left in 1991 to start my own firm
- 1983 – 1984 Deputy County Attorney Nogales, Arizona
I prosecuted both felony and misdemeanor cases, working primarily with Spanish speaking litigants and witnesses.

REFERENCES

The Honorable H Jeffrey Coker
928-699-9476
Box 23578 Flagstaff, Az. 86002

The Honorable Michala Ruechel
928-524-4159
Navajo County Superior Court
Box 668, Holbrook Az. 86025

Maret Vessella, Chief Bar Counsel
State Bar of Az.
4201 N. 24th Street
Phoenix Az, 85016

Other references may be obtained upon request. I am currently serving as the interim prosecutor for the City of Cottonwood. Judge LaSota and the employees of the Clerk's Office have worked with me and would provide honest and insightful observations regarding my ability to provide these prosecutorial services on an ongoing basis. I have not spoken with any of them about their views. I have also assisted Steve Horton and welcome any comments or observations he may have regarding my ability to perform the services requested.

Exhibit D
CERTIFICATE OF INSURABILITY

I hereby certify that as an Offeror to City of Cottonwood (City) for Solicitation No. 2012-LS-01 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 this shall constitute a material breach of this Contract and shall be subject to penalties up to and including termination of the Contract at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.

Robt B Vanay
Signature of Offeror

The VanWyck Law Firm
Company

03/21/2012
Date

Exhibit E
CONTRACTOR IMMIGRATION WARRANTY
 (To Be Completed by Contractor Prior to Execution of Contract)

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) requires as a condition of your Contract, verification of compliance by the Contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:	2012-LS-01		
Name (as listed in the contract):	Robert B Van Wyck		
Street Name and Number:	114 N San Francisco ST, Suite 207		
City:	State:	Zip Code:	
Flagstaff	AZ	86001	

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this Contract;
2. The Contractor 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.
3. All subcontractors performing work under this Contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.
4. The Contractor acknowledges that a breach of this warranty by the 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.
5. 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.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: Robert B Van Wyck

Title: Attorney/owner VanWyck Law Firm

Date (month/day/year): 03/21/2012

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	April 17, 2012
Subject:	Yavapai County Multi-Jurisdictional Mitigation Plan.
Department:	Development Services
From:	Dan Lueder

REQUESTED ACTION

Consider adoption of the Yavapai County Multi-Jurisdictional Mitigation Plan.

SUGGESTED MOTION

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

I move to approve Resolution 2638, adopting the 2011 update of the Yavapai County Multi-Jurisdictional Mitigation Plan.

BACKGROUND

The elected and appointed officials of Yavapai County, Camp Verde, Chino Valley, Clarkdale, Cottonwood, Dewey-Humboldt, Jerome, Prescott, Prescott Valley and Sedona demonstrated their commitment to hazard mitigation in 2005-2006 (2009 for Dewey-Humboldt) by preparing the first set of Single Jurisdiction Multi-Hazard Mitigation Plans (2006 Plans). The 2006 Plans were developed through a planning effort that resulted in an unincorporated county plan and nine city/town plans. The 2006 Plans were approved by FEMA during a period between March and September 2006 (April 2010 for Dewey-Humboldt), and require full, FEMA approved, updates prior to the subsequent five year expiration. The Yavapai-Prescott Indian Tribe also participated in the 2005-2006 planning effort, but never completed the necessary steps needed to receive approval of their tribal plan from FEMA.

In response, the Arizona Division of Emergency Management (ADEM) secured a federal planning grant and hired JE Fuller/ Hydrology & Geomorphology, Inc. to assist the county and participating jurisdictions with the update process. Yavapai County reconvened a multi-jurisdictional planning team comprised of veteran and first-time representatives from each participating jurisdiction, various county departments and organizations, ADEM, local fire and flood control districts, and Indian tribes. The Planning Team met three times during the period of October 2010 to January 2011 in a collaborative effort to review, evaluate, and update the 2006 Plans. In addition, the Yavapai-Prescott Indian Tribe also met to develop the tribe-specific planning elements required for a Tribal Plan approval. The resulting Yavapai County Multi-Jurisdictional Hazard Mitigation Plan (Plan) will continue to guide the county, tribe and participating jurisdictions toward greater disaster resistance in full harmony with the character

and needs of the community and region.

The Plan and accompanying Tribal Annex has been prepared in compliance with Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The Plan identifies hazard mitigation measures intended to eliminate or reduce the effects of future disasters throughout the county, and was developed in a joint and cooperative venture by members of the Yavapai County Planning Team.

JUSTIFICATION/BENEFITS/ISSUES

Adoption of this plan update will make the City eligible to apply for federal disaster mitigation funding.

COST/FUNDING SOURCE

ATTACHMENTS:

Name:	Description:	Type:
Resolutions - 2012 - Resolution 2638 - Adopting 2011 Update to Yavapai Hazard Mitigation Plan.doc	Resolution Number 2638 - Revised	Cover Memo

RESOLUTION NUMBER 2638

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, ADOPTING THE 2011 UPDATE OF THE YAVAPAI MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN.

WHEREAS, the City has experienced damage from natural and human caused hazards such as flooding, land/mudslides, severe wind, wildfire, and winterstorms, resulting in damage and/or loss of property and life, economic hardship and threats to public health and safety; and

WHEREAS, the Yavapai Multi-Jurisdictional Hazard Mitigation Plan (the "Plan") has been drafted pursuant to Federal requirements, having been developed with research and work performed by the City in association with the Yavapai Multi-Jurisdictional Planning Team, for the reduction of hazard risk to the community; and

WHEREAS, the purposes of the Plan include identifying hazards that affect the City; assessing the vulnerability and risk posed by those hazards to community-wide human and structural assets; developing strategies for mitigation of those identified hazards; and providing for future maintenance procedures for the Plan, and for documentation of the planning process; and

WHEREAS, the Plan recommends several hazard mitigation actions or projects that will provide mitigation for specific hazards that affect the City, in order to protect people and property from loss associated with those hazards; and

WHEREAS, following approval of the Plan by the City and other involved jurisdictions, as well as from the Arizona Division of Emergency Management and the Federal Emergency Management Agency, the City will be eligible to apply for federal mitigation grant funding.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Cottonwood, Yavapai County, Arizona, that the 2011 Update to the Yavapai Multi-Jurisdictional Hazard Mitigation Plan is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 17TH DAY OF APRIL 2012.

RESOLUTION NUMBER 2638

Page 2

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq., City Attorney

Marianne Jiménez, City Clerk

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	April 17, 2012
Subject:	Compactor Station Voucher Program
Department:	Development Services
From:	Dan Lueder

REQUESTED ACTION

Consider establishment of a compactor station voucher program

SUGGESTED MOTION

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

I move to authorize the establishment of a compactor station voucher program.

BACKGROUND

Clint Combs, the city's Terrorism Liaison Officer, also supervises the code enforcement officers and has been dealing with many of the city's ordinance enforcement issues. One of his concerns is that many of the people they deal with may have financial issues which preclude them from properly disposing of the garbage and junk around their house. As they are routed through the abatement and hearing officer process they could be put in a position where they may feel their only recourse is to dump the garbage illegally to avoid the fees at the transfer station. In essence, we would be trading one problem for another. Since Cottonwood has recently taken over the Transfer Station, Clint was thinking maybe the City could allow the code enforcement team to issue vouchers for a free dump at the compactor station to those who seem willing to clean up, but unable to afford these fees. We think a "Good Will" gesture of this sort would help us gain compliance and speed the process of cleaning up these issues, while showing the citizens we are willing to work with them. If in the event a violator fails to abate the problem or allows it to develop again, enforcement proceedings may be initiated or resumed, as the case may be. An individual's failure to take advantage the voucher and abate the problem would add strength to staff's case, and we could regain any loss through fines for non-abatement.

JUSTIFICATION/BENEFITS/ISSUES

Staff feels this program would help those residents who are willing to clean up their property but do not have the financial resources to pay the dump fees at the city compactor station.

A program of this type would encourage compliance and reduce the potential for illegal dumping.

COST/FUNDING SOURCE

City Wide Cleanup appropriation

The initial request for funding this program is \$500 from the City Council's Contingency Fund.

ATTACHMENTS:

Name:

Description:

Type:

No Attachments Available

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	April 17, 2012
Subject:	West Mingus Avenue Reconstruction Right-of-Way Purchase from Ventas Realty (Cottonwood Village)
Department:	Development Services
From:	Morgan Scott, Development Services Operations Manager

REQUESTED ACTION

Consider approval of the purchase agreement to purchase right-of-way from Ventas Realty.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: I move to approve the right-of-way purchase agreement with Ventas Realty.

BACKGROUND

West Mingus Avenue is designed to be a 3-lane collector street from SR 89A to Willard Street, with a modern roundabout at the intersection of Mingus and Willard. This proposed right-of-way will provide a portion of the right-of-way for the improvements. The attached agreement sets forth the compensation and conditions for the purchase from property owner Ventas Realty ("Ventas"). Staff has negotiated with Ventas as well as the operator of Cottonwood Village and agreed on a purchase price of \$2,004.00. In addition, the City will reimburse Cottonwood Village's corporate parent up to \$1,000.00 for expenses associated with relocating sprinkler heads and lighting on the property as well as up to \$5,000.00 for its legal expenses incurred in connection with this transaction; and the City will also reimburse Ventas for up to \$2,500.00 for its legal expenses incurred in connection with this transaction. (This was an unusually complicated - and costly - acquisition because it involved companies and/or law firms located in three states outside of Arizona).

An image of the proposed right-of-way is attached in addition to the purchase agreement.

JUSTIFICATION/BENEFITS/ISSUES

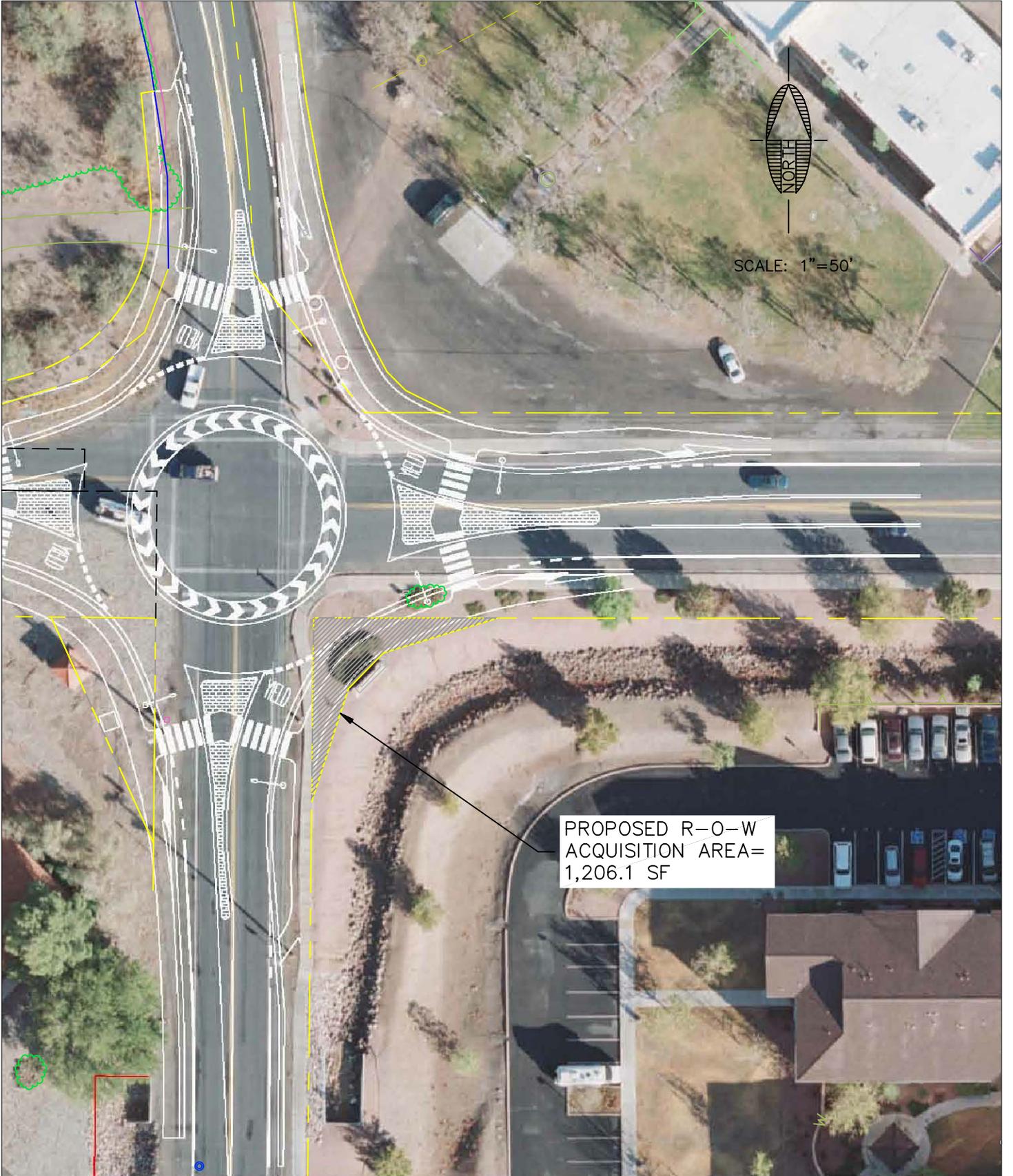
The reconstruction of Mingus Avenue from Hwy 89A to Willard is a priority of the City Council and obtaining sufficient right-of-way to build the street to City standards is a critical component of this project.

COST/FUNDING SOURCE

The funding source is the Highway Revenue User Fund (HURF) and local sales tax.

ATTACHMENTS:

Name:	Description:	Type:
R-O- W ACQUISITION CTNWD VILLAGE R- A IMAGE.pdf	Right-of-way image	Cover Memo
Real Estate Purchase Agreement (00283832-6).DOC	Purchase agreement	Cover Memo



SCALE: 1"=50'

PROPOSED R-O-W
ACQUISITION AREA=
1,206.1 SF

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (“Agreement”) is made and entered into as of the _____ day of _____, 2012, by and between Ventas Realty, Limited Partnership, a Delaware limited partnership (hereinafter referred to as “Seller”), and the City of Cottonwood, Arizona, an Arizona municipal corporation (hereinafter referred to as “Buyer”).

RECITALS

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

B. Buyer is planning street improvements at the intersection of Mingus Avenue and Willard Street (the “Project”) for which it needs to purchase the Property.

C. Seller desires to sell and Buyer desires to purchase the Property upon the terms and for the consideration set out in this Agreement (the “Transaction”).

D. Buyer has legal authority to enter into this Agreement pursuant to A.R.S. §9-241.

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

1. Purchase; Purchase Price. Subject to the terms of this Agreement, at the closing, Buyer shall purchase from Seller, and Seller shall sell to Buyer, the Property. The total purchase price (the “Purchase Price”) for the Property shall be Two-Thousand and Four Dollars (\$2,004.00).

2. Closing.

2.1 Time for Closing: Last Day to Close. The Transaction shall be closed in Yavapai County, Arizona. Buyer and Seller shall deposit in escrow with the closing agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. The date that this transaction closes is herein called the “Property Closing Date,” and shall occur on or before April 30, 2012.

2.2 Prorations; Closing Costs. Prorated taxes and assessments on the Property for the period up and until the Property Closing Date shall be paid by Seller at closing. Buyer shall be responsible for all taxes and assessments on the Property arising after the Property Closing Date. Buyer shall pay (a) the premium and other charges for the cost of standard coverage title insurance for Buyer’s required Title Policy, (b) any Arizona or local documentary transfer tax or other Arizona transfer taxes or fees arising from the conveyance of the Property, (c) all the escrow fee and recording charges, (d) to Tenant (as defined below) up to \$5,000 for reimbursement of its attorneys’ fees and expenses related to the Transaction, (e) to Tenant up to

\$1,000 for the expenses related to relocating sprinkler heads and lighting currently located on the Property and (f) to Seller up to \$2,500 for reimbursement of its actual costs and expenses, including attorneys' fees related to the Transaction.

2.3 Buyer's Conditions to Closing. Buyer's obligation to close the transactions described in this Agreement is subject to and conditioned upon the satisfaction of, or Buyer's written waiver of, the following conditions precedent in favor of Buyer, at or prior to the Property Closing Date:

(a) Buyer shall have received or the Title Company shall be unconditionally committed to issue a policy of title insurance dated the date the deed is recorded and insuring Buyer's fee title to the Property in the amount of the Purchase Price.

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

(c) Seller shall deliver to the Buyer a release of the leasehold right held by Capital Senior Management 2, Inc. ("Tenant") in the property.

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

2.4 Seller's Conditions to Closing. Seller's obligation to close the transactions described in this Agreement is subject to and conditioned upon the satisfaction of, or Seller's written waiver of, the following conditions precedent in favor of Seller, at or prior to the Property Closing Date:

(a) Buyer's deposit of the Purchase Price less any prorated property taxes due under Section 2.2 with the closing agent on or before the Property Closing Date;

(b) Buyer shall have performed all of the material obligations required herein; and

(c) Buyer shall have satisfied any and all Platting Requirements (as defined below).

3. Closing Documents. At or prior to closing, Buyer and Seller shall execute and deliver to the closing agent the following:

3.1 Seller shall duly execute, acknowledge and deliver to Buyer, at closing, a special warranty deed, in recordable form, conveying good and marketable title to the Property.

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

3.3 Buyer shall cause the Title Company to issue or be unconditionally committed to issue the Title Policy.

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

4. Title Insurance. Within thirty (30) days after the date this Agreement is signed, Buyer will obtain a preliminary commitment for the Title Policy (the “Commitment”) in the amount of the Purchase Price and issued by Lawyers Title (the “Title Company”), together with copies of all exceptions set forth therein. The Title Policy shall be dated as of the date the deed to Buyer is recorded, and shall insure Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer’s title to the Property and such other matters as are insured against by such policy and endorsements.

5. Seller’s Representations. Understanding that Buyer is relying on the following representations and warranties, Seller makes the following representations and warranties which are agreed to constitute a material part of the consideration hereunder and which shall survive the closing for a period of six months:

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

5.2 Except as expressly stated in this Agreement, Seller makes no representations and warranties as to any other matter and is conveying the Property AS IS, WHERE IS and WITH ALL FAULTS, without representation or warranty of any kind or nature whether express, implied, or arising by operation of law.

6. Buyer’s Representations. Understanding that Seller is relying on the following representations and warranties, Buyer makes the following representations and warranties which are agreed to constitute a material part of the consideration hereunder and which shall survive the closing for a period of six months;

6.1 Buyer represents that it has the legal authority and ability to enter into the transaction contemplated by this Agreement; and

6.2 Buyer represents to Seller that it has examined the Property, that it is fully satisfied with the physical condition thereof, and that neither the Seller nor any representative of the Seller has made any representation or promise upon which Buyer has relied concerning the physical condition of the Property, except as to those representations expressly stated in this Agreement.

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

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

9. **Default and Remedies.** If a Party defaults with respect to this Agreement, the non-defaulting Party may seek specific performance, or any other remedy specified herein or permitted in equity or at law. If any action is brought by either party in respect to its rights under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.

10. **Escrow.**

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

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

- (a) To retain and safely keep all funds, documents and instruments deposited with it.
- (b) To confirm that all conditions to the Closing specified in this Agreement have been met.

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

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

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

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

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

Seller: Ventas Realty, Limited Partnership
353 N. Clark Street, Suite 3300
Chicago IL 60654
Attention: Asset Management

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

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

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

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

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

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

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

19. Platting. The Property is a portion of the real property currently owned by Seller. If the conveyance of the Property subjects Seller to any platting, subdivision, zoning, zoning variance or other requirement of any governmental or quasi-governmental authority (collectively, "Platting Requirements"), Buyer shall, at Buyer's expense, prepare all documentation required for Seller to comply with any Platting Requirements and reimburse Seller and Tenant for any expenses incurred in connection therewith. Additionally, Buyer acknowledges that as of the date of this Agreement there exists signage (the "Sign") of Tenant that after the conveyance of the Property the Sign will be within the setback area under applicable zoning regulations. Buyer represents that the Sign will not have to be relocated, subject to formal approval or waiver by the applicable governmental entity. If such approval or waiver is not obtained and Seller is later required to relocate the Sign, Buyer shall reimburse Seller and Tenant for all reasonable fees and expenses related to the relocation of the Sign and the approval or waiver process.

20. Third Party Beneficiary. Tenant shall be a third party beneficiary to all of Buyer's obligations under this Agreement with all enforcement rights and remedies that would otherwise be available to Seller under this Agreement, at law or in equity.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the SELLER has executed this Agreement this _____ day of _____, 2012.

SELLER:

Ventas Realty, Limited Partnership,
a Delaware limited partnership

By: Ventas, Inc.
Its: Sole General Partner

By: _____

Name: _____

Title: _____

THIS AGREEMENT was accepted this _____ day of _____, 2012, by the Mayor and City Council of the CITY OF COTTONWOOD, Cottonwood, Arizona.

Diane Joens, Mayor
City of Cottonwood

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steve Horton
City Attorney

EXHIBIT A

Property Description

A parcel of ground lying in Section 34, Township 16 North, Range 3 East, G.&S.R.M., Yavapai County, Arizona described as follows:

Commencing at the West Quarter Corner of Section 34 as marked by a ½" rebar below the pavement (formerly had a plastic cap stamped "JJ&A LS 19853" - said cap now obliterated) from which, a ½ inch rebar in a hand hole in the pavement, locally accepted as the Northeast Corner of the Northwest Quarter of the Southwest Quarter of Section 34 lies South 89°55'37" East (Basis of Bearings per adjusted GPS observations) a distance of 1361.06 feet;

Thence South 89°55'37" East 87.18 feet;

Thence South 00°04'23" West 48.08 feet to the south right-of-way line of Mingus Avenue from which, a found ½ inch rebar with cap stamped "LS 27253" accepted as the Northeast Corner of the Cottonwood Village property lies South 89°56'37" East 291.59 feet;

Thence South 89°56'37" East 70.00 feet;

Thence South 73°02'52" West 45.47 feet;

Thence South 44°30'43" West 18.91 feet;

Thence South 17°56'45" West 45.39 feet to a point on the east right-of-way line of Willard Street, from which, a found cotton spindle with tag on said east right-of-way line lies South 00°36'27" West 284.42 feet;

Thence North 00°36'27" East along said east right-of-way line a distance of 70.00 feet to the Point of Beginning, containing 1207 square feet, more or less.

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date: April 17, 2012
Subject: Reclassification of Interim Lieutenant Positions
Department: Fire
From: Mike Casson, Fire Chief

REQUESTED ACTION

We request Council authorization to reclassify three "Interim Fire Lieutenant" positions to permanent "Fire Lieutenant" positions, in salary range 48.

SUGGESTED MOTION

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

I move to reclassify three "Interim Fire Lieutenant" positions to permanent "Fire Lieutenant" positions in salary range 48.

BACKGROUND

Upon being awarded the 2008 Staffing for Adequate Fire and Emergency Response (S.A.F.E.R.) Grant facilitating the hiring of 12 additional fire personnel, supervisors for the second staffed engine company were necessary. Interim Lieutenant positions were created to satisfy this need at that time.

JUSTIFICATION/BENEFITS/ISSUES

The individuals serving in the Interim Lieutenant positions (two of whom have served over the past two and a half years) have tested for the positions and have proven themselves capable and successful leaders at this level. Making the Interim Lieutenant positions full-time classified positions will bring needed stability at the company officer leadership level. In addition, settling this issue immediately helps minimize the potential impact of upcoming changes in department leadership brought about by Chief Casson's impending retirement next month. The succession plan for the department cannot proceed effectively until this situation is resolved.

COST/FUNDING SOURCE

Total fiscal impact of this reclassification has already been included in the preliminary budget for fiscal year 2013. The cost to immediately implement is minimal (less than \$500.00) for the duration of the current budget year.

ATTACHMENTS:

Name:	Description:	Type:
📎 <u>Job Description - Fire Lieutenant 2012-02-25 DRAFT.doc</u>	Lieutenant Job Description	Cover Memo



Job Description
Job Code: XXX

FIRE LIEUTENANT

DEFINITION: This is an entry level, supervisor job classification. Under general supervision of the Shift Captain, responds to emergency calls for assistance from the public and directs and participates in fire suppression, emergency medical treatment, rescue, hazardous materials incident mitigation, special operations; and daily operations; may be assigned as the acting Fire Captain; and performs related duties as assigned. This position is intended to provide supervision of an engine, ladder or rescue company in a multi-company fire station under the supervision of a station Captain.

ESSENTIAL FUNCTIONS: (Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this classification.)

TASKS:

The primary task is to respond to emergency calls for assistance from the public, and direct and participate in fire suppression, emergency medical treatment, rescue, hazardous materials incident mitigation, and special operations. Supervises personnel performing emergency response functions; participates in and supervises subordinate staff in emergency response functions, including confined space, rope and water rescue, hazardous materials incident mitigation and special operations. Each Fire Lieutenant manages a Fire Company or specialty area and assists the Captain(s) with divisional responsibilities of the fire department – Administration, Operations, Prevention and Training.

Participates and supervises personnel during non-emergency duties on an assigned shift. Provides direct supervisory control of career and volunteer personnel, including personnel counseling, completing staff performance evaluations to ensure that training and personal goals are achieved, mentoring and disciplinary actions. Performs follow-up on the progress of various projects. Oversees engine company inspections and pre-emergency planning; develops and conducts public education training, prepares reports; oversees building, apparatus, and equipment maintenance and repair. Keeps staff informed with periodic updates of policies, procedures, guidelines, and Fire Department goals and objectives. Provides professional development opportunities for subordinate staff. Directs aerobic and strength fitness training for all fire department firefighters.

Assists with the review, revision, development and implementation of fire department Standard Operating Guidelines. Researches, develops and coordinates fire, EMS and special operations training and training equipment. Assists with the development and management of the annual budget for assigned areas of responsibility. Accumulates, researches and analyzes information concerning department operations; prepares reports and recommendations to increase safety and efficiency of personnel.

KNOWLEDGE, SKILLS, AND OTHER CHARACTERISTICS:

- Knowledge of the principles and practices of emergency response operations
- Knowledge of the principles and practices of fire protection
- Knowledge of the operations of a fire department
- Knowledge of the operation, maintenance, cleaning and repair of fire equipment
- Knowledge of standard operating procedures in the Fire Department
- Knowledge of currently accepted leadership and management practices
- Skill in problem solving

Fire Lieutenant – (Continued)

Skill in developing and maintaining effective interpersonal relations
Skill in managing human and material resources
Skill in developing and maintaining effective coalitions from various groups in the community
Skill in analyzing data and drawing valid conclusions
Skill in setting priorities to meet deadlines
Skill in basic computer operations

PHYSICAL REQUIREMENTS: Work involved in this classification includes exposure to major hazards during the suppression and prevention of fires, mitigation of hazardous materials, emergency medical rescue, and disaster response.

MINIMUM QUALIFICATIONS: Requires a high school diploma or G.E.D. Requires valid Arizona State FF II certification (or valid IFSAC FF II certification) and current Arizona EMT certification. Also requires Hazardous Materials First Responder certification (meeting OSHA 1910.120 requirements). Requires a minimum of four (4) years of progressive firefighter/EMS experience in a municipal or district setting. Requires a minimum of 34 credit hours that can be applied towards a fire science, EMS or job related degree program. . Must possess a valid Arizona Driver's license.

DESIRABLE QUALIFICATIONS: The equivalent of an associate's degree from an accredited community college, college, or university with a major in fire science or related field. Five (5) years firefighter/EMS experience in a municipal or district setting. Three (3) years of fire prevention/public education experience. Current Arizona Paramedic certification. Minimum of 40 hours of supervisory/leadership training. Supervisory experience. Bilingual in English/Spanish..

Revised by / date: MK 2-25-2012

Reviewed by: _____

City of Cottonwood, Arizona

City Council Agenda Communication



 Print

Meeting Date: April 17, 2012

Subject: Findings and Recommendations on the Annual Performance Evaluation of Magistrate A. Douglas LaSota

Department: HR

From: Iris Dobler, Human Resources Manager

REQUESTED ACTION

There is no specific recommendation from staff. Staff is submitting the findings and recommendations of the JRAAB for the Council's review and consideration - and for any legal action the Council deems appropriate.

SUGGESTED MOTION

.

BACKGROUND

In February, 2012, Mayor Joens asked the Judicial Review and Appointments Advisory Board (JRAAB) to conduct a one-year performance review of the Magistrate, and to present its findings and recommendations to the Council. The JRAAB met four times during February and March, 2012 to assess the performance of the City Magistrate, the Honorable A. Douglas LaSota. The March 21, 2012 meeting included an interview with Judge LaSota.

Presented are the findings and recommendations by the JRAAB.

JUSTIFICATION/BENEFITS/ISSUES

COST/FUNDING SOURCE

No cost at this time.

ATTACHMENTS:

Name:	Description:	Type:
 Final Report 4-2012.pdf	Final Report 4-2012	Cover Memo

SUMMARY OF PROCESS
For Performance Evaluation of Judge A. Douglas LaSota
March, 2012

The Judicial Review and Appointments Board (JRAAB) followed basically the same format as a year ago, when they evaluated the Judge for possible re-appointment to a new 2-year contract.

The steps included the following:

Board Meetings

Board meetings were held on February 16, March 1, March 21, and March 27, 2012 to discuss the procedures to be followed, interview the Judge, and prepare the final report to the Council regarding the Magistrate's performance over the past year.

Information Gathered

Evaluation Questionnaires were distributed to 11 attorneys who had appeared before the Judge, and approximately 25 staff members who worked with or had interaction with the Judge over the past year. There were three responses received from attorneys, and nine from various staff members.

A Public Notice was published in the *Verde Independent*, requesting comments from the general public, and inviting them to attend the interview session. No comments were received; 2 individuals appeared at the interview session, but neither made comments.

The Court and/or the Magistrate provided the following documents for the Board's review:

- Revenue figures from April 2009 through January, 2012
- Monthly statistical reports from April, 2011 through January, 2012, and monthly revenue remittance reports from March, 2011 through January, 2012
- Monthly statistical and revenue reports from February, 2012
- Municipal Court Q&A document from the Administrative Office of the Courts - Legal Services
- Progress Report dated March 1, 2012
- City and Total Revenues (from the Court) monthly summaries April, 2009 - January, 2012
- Municipal Court Collection History - 10 Years (provided by Rudy Rodriguez)

- **Six Judicial Performance Evaluations solicited by the Court and received from random defendants**
- **Judicial Performance Evaluation recap from 2011 (the Court requests attorneys complete this evaluation each time they appear before the Judge)**
- **Letter from S. Diane Burke, a volunteer clerk who worked at the Court several times over the past year**

Information Received from Judge Mackey's Office:

- **Survey Questions for Superior Court Commissioner Performance Evaluation document (to compare to questions on survey sent by the JRAAB)**

The basic procedure the JRAAB planned to follow for the Magistrate's performance evaluation was shared with Judge Mackey, and input from his office was incorporated into the questionnaire sent out by the JRAAB.

From City Hall:

- **The one Community Survey, 2012 that had a comment about the Municipal Court**
- **Average score on Community Survey, 2012 (from 271 responses that had been tabulated at that point)**

The Findings and Recommendations of the Board are attached.

FINDINGS AND RECOMMENDATIONS
From the Judicial Review and Appointments Board
on the Performance Evaluation of Judge A. Douglas LaSota
March, 2012

The Board finds that the judge is doing a good to excellent job both on the bench and in his administration of the court's day-to-day operations. This finding is based on the personal observations and experiences of several Board members, as well as numerous surveys and reports received from court staff, attorneys, defendants and others, as well as from the judge himself.

Of particular note to several Board members was the fact that parties who appear before the judge do not exercise their right to remove him from their/their clients' cases in favor of another judge. The Board interprets this to mean that parties and attorneys who appear before the judge believe that he will be fair and impartial in their cases, which is essential to the administration of justice.

The Board was also impressed with many of the innovative changes the judge has instituted since coming to the court, including a successful pre-trial diversion program; technology updates; and additional efficiencies in court operations. Further, the Board was also pleased with what appears to be the judge's respectful courtroom demeanor, as evidenced by reports of how he treats the defendants, attorneys, police officers, victims, witnesses, and others who come before him.

However, the Board does have some concerns about how the judge handled the undeniably stressful process of being evaluated by the Board, and how he sometimes deals with others in the discharge of his extra-judicial professional duties. Specifically, the Board found that the judge tended to place far too much emphasis on criticisms that the Board would otherwise have been more than willing to overlook or view in context, and that he had a difficult time "letting go" of his focus on those things, so that he could engage the Board in a more productive discussion about the many positive developments at the court, along with possible future improvements and enhancements that for their part, the Board would have preferred to focus on.

The Board also found that the judge tends to take even minor, isolated criticisms very personally, and that when confronted about his defensiveness, he tends to respond with additional defensiveness.

In sum, the Board believes that the City continues to be very well-served by the judge, and that he has done a very good job of making the court a professional, well-regarded and well-run part of City government, and recommends that he be commended for his efforts and accomplishments. The Board also recommends that the judge seek out additional opportunities to help him improve his extra-judicial professional interactions with other City employees, officials and departments.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Shiloh Hoggard", is written over a horizontal line.

Shiloh Hoggard, JRAAB Chairperson

CLAIMS REPORT OF APRIL 17, 2012

FUND TOTAL	VENDOR NAME	DESCRIPTION	TOTAL \$0.00
CLAIMS EXCEPTIONS REPORT OF APRIL 17, 2012			
FUND	VENDOR NAME	DESCRIPTION	TOTAL
All	City of Cottonwood	Payroll 04/13/12	\$399,195.45
Utilities	US Postmaster	Water Postage Meter	\$5,350.00
All	APS	Utilities	\$82,391.80
Utilities	D&K Farming	Sludge Disposal PO 19045	\$5,114.86
Utilities	Hennesy Equip	Po 19052 Submersible Pump	\$9,478.46
Gen	LN Curtis and Sons	Turnouts for Fire Department	\$8,518.35
Gen	Polydine	PO 19070 Polymer	\$5,580.00
Gen	Sedona Fire District	April Dispatch fees	\$10,082.43
Gen	UNS Gas	Utilities	\$5,484.61
Gen	BB&J Entrerprises, Inc.	Two Drawer Storage for Police Vehicles	\$5,809.30
Gen	Clifton Larson Allen	Audit FY 2011	\$6,255.00
Utilities	D&K Farming	Sludge Disposal PO 19045	\$9,419.28
Utilities	Ferguson Waterworks, Inc.	Supplies	\$15,321.50
Capital	Ixp Corporation	Communications Center	\$1,000.00
Utilities	KP Ventures Drilling & Pump	PO 19083 Well Maintenance	\$22,615.13
Utilities	M.E. Simpson Co.	Po 19075 Valve Exercising and RF lift station	\$17,698.00
Gen	Merit Technologies	Microwave System Upgrade	\$29,616.38
All	United Fuel	Fuel	\$10,775.63
Library	Yavapai Library Network	Library Po 19082 Capital Reserve	\$13,210.29
TOTAL			\$662,916.47