

AMENDED A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD MAY 1, 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. PROCLAMATIONS **& POSSIBLE FIVE MINUTE PRESENTATIONS FOR:**
 1. ARTISAN FOOD AWARENESS MONTH.
 2. GO BLUE FOR CASA® MONTH.
 3. SENIOR CORPS WEEK.
 4. TEACHER APPRECIATION WEEK.
 5. VOTER REGISTRATION MONTH.
- VI. CALL TO THE PUBLIC—This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02.H.) Comments are limited to a 5 minute time period.
- VII. APPROVAL OF MINUTES—Work Session of April 10, 2012, Special Meeting of April 12, 2012, and Regular Meeting of April 17, 2012.

Comments regarding agenda items are limited to a 5 minute time period per speaker.
- VIII. UNFINISHED BUSINESS—None.
- IX. CONSENT AGENDA.
 1. NEW LIQUOR LICENSE APPLICATION FOR BONNIE GRANT, OWNER OF THE CORK AND CATCH RESTAURANT LOCATED AT 1750 E. VILLA DRIVE, SUITES A & B.
 2. EXTENSION OF PREMISES/PATIO LIQUOR LICENSE PERMIT SUBMITTED BY EILEEN M. RIFFEL, LICENSEE FOR THE CHAPARRAL BAR LOCATED AT 325 SOUTH MAIN STREET.
 3. AWARD OF BID FOR PROFESSIONAL PYROTECHNIC SERVICES FOR THE CITY'S FOURTH OF JULY CELEBRATION.

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4. RATIFICATION OF THE COSTS INCURRED FOR THE EMERGENCY REPAIR WORK COMPLETED ON WELL NUMBER FOUR.
- X. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
1. REQUEST FROM TURF PARADISE TO RENEW ITS OFF-TRACK PARIMUTUEL WAGERING LICENSE FOR STROMBOLLI'S RESTAURANT LOCATED AT 321 SOUTH MAIN STREET.
 2. PRESENTATION AND REQUEST TO APPROVE A SECTOR PARTNER PARTICIPATION AGREEMENT FOR THE O'CONNOR HOUSE CENTENNIAL VOTER ENGAGEMENT PROJECT.
 3. RESOLUTION NUMBER 2641--DECLARING, FOR PURPOSES OF SECTION 1.150(2) OF THE FEDERAL TREASURY REGULATIONS, THE CITY'S OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATING TO THE CITY'S LICENSED MICROWAVE SYSTEM.
 4. AWARD OF CONTRACT FOR PROFESSIONAL AUDITING SERVICES.
 5. AWARD OF CONTRACT FOR THE MINGUS AVENUE RECONSTRUCTION PROJECT FROM 89A TO WILLARD STREET.
 6. ORDINANCE NUMBER 586--AMENDING THE ZONING MAP OF THE CITY OF COTTONWOOD, ARIZONA, FOR A PARCEL OF LAND TOTALING APPROXIMATELY 1.2 ACRES LOCATED ALONG THE SOUTH SIDE OF SR 89A, APPROXIMATELY 200 FEET WEST OF ITS INTERSECTION WITH SOUTH 12TH STREET, APN 406-05-036Q AND 406-05-036R, SO AS TO CHANGE CERTAIN DISTRICT BOUNDARIES AND CLASSIFICATIONS THEREOF FROM THE PRESENT ZONING OF C-1 (LIGHT COMMERCIAL) AND AR-43 (AGRICULTURAL/ RESIDENTIAL) TO C-2 (HEAVY COMMERCIAL); FIRST READING.
 7. RESOLUTION NUMBER 2639--ESTABLISHING A POLITICAL SIGN-FREE ZONE IN AN AREA OF THE CITY THAT CONTAINS A PREDOMINANCE OF COMMERCIAL TOURISM, COMMERCIAL RESORT AND HOTEL USES, PURSUANT TO A.R.S. § 16-1019 (F).
 8. RESOLUTION NUMBER 2640--ADOPTING A PUBLIC PARTICIPATION PLAN FOR THE UPDATE OF THE COTTONWOOD GENERAL PLAN 2025.
 9. ORDINANCE 585--AMENDING THE CITY OF COTTONWOOD MUNICIPAL CODE BY DELETING CHAPTER 2.72, SELF-INSURANCE TRUST BOARD, FROM TITLE 2, ADMINISTRATION AND PERSONNEL; FIRST READING.
- XI. CLAIMS & ADJUSTMENTS
- XII. ADJOURNMENT

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

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

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

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



Proclamation

Artisan Food Awareness Month

WHEREAS, individuals and families practicing sustainable agricultural methods and local food processing add to the preservation of existing lifestyles, strengthen the local economy and enhance the natural beauty of our open spaces; and

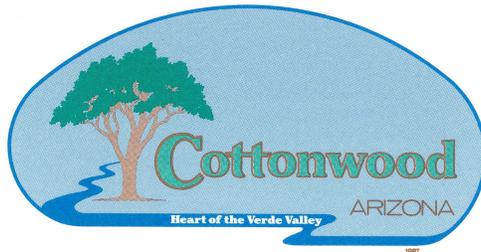
WHEREAS, we recognize the public demand and need for local, homemade, artisan foods; and

WHEREAS, the leaders of the City of Cottonwood recognize and respect the ability and the desire of its constituents to make informed decisions about their food choices; and

WHEREAS, the Verde Food Council, Verde Valley Farmers' Market, Verde Valley Community Supported Agriculture, Sandysproduce.com, and Sustainable Arizona are dedicated to preserving the ability of individuals to produce, process, sell purchase and consume the foods of their choice.

NOW, THEREFORE, I, Diane Joens, Mayor of the City of Cottonwood, Arizona, do hereby adopt this Local Food Proclamation to protect and promote the people of Cottonwood's desire to produce, process, sell, purchase, and consume the foods of their choice through farmers' markets and direct farm sales to individuals for home consumption, and do hereby proclaim June 2012 as "**Artisan Food Awareness Month**" in the City of Cottonwood.

Diane Joens, Mayor



Proclamation

Go Blue for CASA® Month

WHEREAS, the National CASA® (Court Appointed Special Advocate) Association is a network of 955 programs that are recruiting, training, and supporting volunteers to represent the best interests of abused and neglected children in the courtroom and other settings; and

WHEREAS, CASA® volunteers are appointed by judges to watch over and advocate for abused and neglected children, to make sure they don't get lost in the overburdened legal and social service system or languish in inappropriate group or foster homes; and

WHEREAS, the Verde Valley CASA® Children's Foundation, a member of the National CASA® Association, a nonprofit 501(c)(3), was created in 2006 to provide financial assistance for the unmet needs of the children of our greater Verde Valley who are wards of the Court; and

WHEREAS, the Mission Statement of the Verde Valley CASA® Children's Foundation reads: "To enhance the quality of life for dependent children under Court supervision in the greater Verde Valley."; and

WHEREAS, at this time there are approximately 200 children in the greater Verde Valley that have been removed from their homes and are currently wards of the Court; and

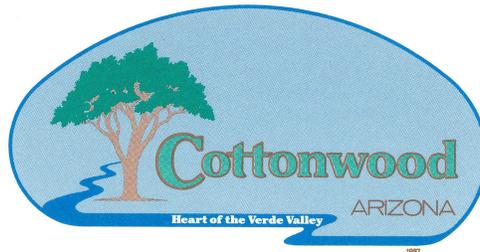
WHEREAS, independent research has demonstrated that children with a CASA® volunteer are substantially less likely to spend time in long-term foster care and less likely to reenter care; and

WHEREAS, the color blue is the national color representing abused and/or neglected children; and

WHEREAS, the month of May has been declared "Go Blue for CASA®" month in the greater Verde Valley.

NOW, THEREFORE, I, Diane Joens, Mayor of the City of Cottonwood, Arizona, do hereby proclaim May 2012 as "**Go Blue for CASA®**" month in the City of Cottonwood.

Diane Joens, Mayor



Proclamation

Go Blue for CASA® Month

WHEREAS, the National CASA® (Court Appointed Special Advocate) Association is a network of 955 programs that are recruiting, training, and supporting volunteers to represent the best interests of abused and neglected children in the courtroom and other settings; and

WHEREAS, CASA® volunteers are appointed by judges to watch over and advocate for abused and neglected children, to make sure they don't get lost in the overburdened legal and social service system or languish in inappropriate group or foster homes; and

WHEREAS, the Verde Valley CASA® Children's Foundation, a member of the National CASA® Association, a nonprofit 501(c)(3), was created in 2006 to provide financial assistance for the unmet needs of the children of our greater Verde Valley who are wards of the Court; and

WHEREAS, the Mission Statement of the Verde Valley CASA® Children's Foundation reads: "To enhance the quality of life for dependent children under Court supervision in the greater Verde Valley."; and

WHEREAS, at this time there are approximately 200 children in the greater Verde Valley that have been removed from their homes and are currently wards of the Court; and

WHEREAS, independent research has demonstrated that children with a CASA® volunteer are substantially less likely to spend time in long-term foster care and less likely to reenter care; and

WHEREAS, the color blue is the national color representing abused and/or neglected children; and

WHEREAS, the month of May has been declared "Go Blue for CASA®" month in the greater Verde Valley.

NOW, THEREFORE, I, Diane Joens, Mayor of the City of Cottonwood, Arizona, do hereby proclaim May 2012 as "**Go Blue for CASA®**" month in the City of Cottonwood.

Diane Joens, Mayor



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

WHEREAS, older Americans bring a lifetime of skills and experience as parents, workers, and citizens that can be tapped to meet challenges in our communities; and

WHEREAS, for more than four decades the three programs of Senior Corps - RSVP, Senior Companions, and Foster Grandparents, have proven to be a highly effective way to engage Americans ages 55 and over in meeting national and community needs; and

WHEREAS, each year Senior Corps provides service opportunities for older Americans across the nation, including approximately 125 seniors in Yavapai County who contribute their time and talents in one of three Senior Corps programs; and

WHEREAS, last year Foster Grandparents served 11,497 hours as one-on-one tutors and mentors for youth who have special needs, Senior Companions gave more than 9,287 hours to help homebound seniors and other adults maintain independence in their own homes, RSVP volunteers conduct safety patrols for local police departments, protect the environment, tutor and mentor youth, respond to natural disasters, and provide other services through more than 10 non-profits in Yavapai County, serving a total of 17,850 hours; and

WHEREAS, Senior Corps volunteers last year, in Arizona provided more than 340,000 hours of service worth more than \$7.2 million helping to improve the lives of our most vulnerable citizens, strengthen our educational system; protect our environment, provide independent living services, and contribute to our public safety; and

WHEREAS, at a time of mounting social needs and growing interest in service by older Americans, there is an unprecedented opportunity to harness the talents of 55-plus volunteers to address community challenges; and

WHEREAS, service by older Americans helps volunteers by keeping them active, healthy, and engaged; helps our communities by solving local problems, and helps our nation by saving taxpayer dollars, reducing healthcare costs, and strengthening our democracy; and

WHEREAS, Senior Corps Week, taking place May 7-11, 2012, is an opportunity to thank Senior Corps volunteers for their service and recognize their impact and value to our communities and nation.

NOW, THEREFORE, I, Diane Joens, Mayor of the City of Cottonwood, do hereby designate May 7-11, 2012, as Senior Corps Week in the City of Cottonwood and urge citizens to recognize Senior Corps volunteers and programs for their valuable impact on our communities.

Diane Joens, Mayor



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

Teacher Appreciation Week

WHEREAS, the role of the classroom teacher cannot be overemphasized, for they are the single most influential factor in a child's educational experience; and

WHEREAS, our teachers are at their best when they hold students to high expectations, challenge them to think critically, push them to excel in the face of any obstacle, and guide their development into contributing citizens; and

WHEREAS, under the expert direction of our teachers, classrooms throughout Cottonwood and the Verde Valley are places where kids have the opportunity to display creativity and imagination and develop a passion for learning that will last a lifetime; and

WHEREAS, excellent teaching is a labor of love, and our dedicated professionals often use their own resources and work evenings and weekends to enhance and enrich the daily learning experiences of their students with innovative and individualize lessons; and

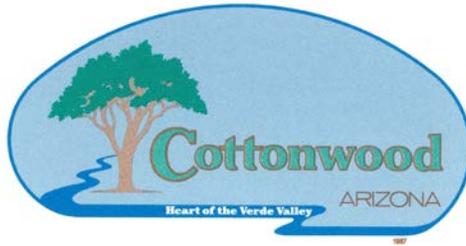
WHEREAS, teachers fill many roles, including listener, role models, motivator and mentor and continue to influence their students long into adulthood; and

WHEREAS, educators in Cottonwood and the Verde Valley shape the future of our community and nation as they work each day to prepare our students to compete globally.

NOW THEREFORE, I, Diane Joens, Mayor of the City of Cottonwood, hereby express my profound feeling of gratitude and deep appreciation for all that teachers contribute daily to their students, the school system and the community and join the rest of the country in celebrating Teacher Appreciation Week during May 7 through May 11, 2012.

IN WITNESS THEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Cottonwood, Arizona, this 1st day of May 2012.

Diane Joens, Mayor



Proclamation

Cottonwood Voter Registration Month

WHEREAS, Arizona is commemorating its one hundredth anniversary of statehood during the 2012 centennial year; and

WHEREAS, the Sandra Day O'Connor House Centennial Voter Engagement Project's mission is to increase informed participation of all citizens as a way to commemorate Arizona's Centennial; and

WHEREAS, it is imperative to create an Arizona where important policy decisions affecting our future are made through a process of civil discussion, critical analysis of facts and informed participation of all citizens; and

WHEREAS, to increase informed voter participation the city of Cottonwood is a partner with the Arizona Centennial Voter Engagement Project;

NOW, THEREFORE, I, Diane Joens, Mayor of the City of Cottonwood, Arizona, do hereby proclaim the month of **May 2012** as **Cottonwood Voter Registration Month** and call upon the people of Cottonwood to join their fellow citizens across Arizona in assisting other citizens to register to vote and become informed voters.

Diane Joens, Mayor

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	May 1, 2012
Subject:	New Liquor License Application for Bonnie Grant, Owner of Cork and Catch .
Department:	City Clerk
From:	Marianne Jimenez, City Clerk

REQUESTED ACTION

Council consideration of recommending approval or denial of a new Liquor License Application for Bonnie Grant, owner of Cork and Catch.

SUGGESTED MOTION

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

"I move to recommend approval of the new Liquor License Application submitted by Bonnie Grant, owner of the Cork and Catch restaurant located at 1750 E. Villa Drive, Suites A & B."

BACKGROUND

A new Liquor License Application was received from Bonnie Grant, owner of the Cork and Catch restaurant located at 1750 E. Villa Drive, Suites A & B. 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:
 Cork Catch Liquor License.pdf	Cork & Catch Liquor License	Backup Material

Arizona Department of Liquor Licenses and Control

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

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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):

12133520

1. Type of License(s): Series 12 Restaurant

2. Total fees attached:

Department Use Only
\$ 148.00

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

1. Owner/Agent's Name: Mr. GRANT BONNIE WENDY
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: CORK and CATCH LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.) 81031450
3. Business Name: CORK & CATCH
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 1750 E. VILLA DR @ COTTONWOOD YAVAPAI 86326
(Do not use PO Box Number) City County Zip
5. Business Phone: 928 301-1567 Pending Daytime Contact: 928 301-1567
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 2031 DELMAR COTTONWOOD AZ 86326
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type _____ \$ _____ Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: 100.00 Application _____ Interim Permit _____ Agent Change _____ Club 48.00 Finger Prints \$ 148.00
TOTAL OF ALL FEES

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

Accepted by: EV Date: 3.19.12 Lic. # 12133520

SECTION 5 Interim Permit:

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

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

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

X _____ State of _____ County of _____
(Signature)
 The foregoing instrument was acknowledged before me this
 _____ day of _____
 Day Month Year

(Signature of NOTARY PUBLIC)

My commission expires on: _____

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

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"/>	GRANT	BONNIE	W.	80%	1400 E. BOWMAKER TR.	COTTONWOOD AZ 86326
<input type="checkbox"/>	DAVIDSON,	ROSALIE	I.	20%	20315 DELMRE	COTTONWOOD AZ. 86326
<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.

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

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1. Name of Corporation/L.L.C.: CORK PATCH LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 3/8/2012 State where Incorporated/Organized: ARIZONA
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L17445136 Date authorized to do business in AZ: 3/8/2012
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
GRANT	BONNIE	Wendy	MEMBER	1420 E BOWMAKER TR	COTTONWOOD AZ 86326
DAVIDSON	ROSALIE	Irene	MEMBER	20315 DELMAR	COTTONWOOD AZ 86326

(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
GRANT	BONNIE	Wendy	80%	1420 E BOWMAKER TR	COTTONWOOD AZ 86326
DAVIDSON	ROSALIE	Irene	20%	20315 DELMAR	COTTONWOOD AZ 86326

(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 SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

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

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

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

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

(Signature of CURRENT LICENSEE)

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

Day Month Year

(Signature of NOTARY PUBLIC)

My commission expires on: _____

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

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

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

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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: _____ ft. Name of school _____
 Address _____
 City, State, Zip _____

2. Distance to nearest church: _____ ft. Name of church _____
 Address _____
 City, State, Zip _____

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

4. If the premises is leased give lessors: Name Villa East Development, LLC
 Address 877 S. 7th St Cottonwood AZ
 City, State, Zip _____

4a. Monthly rental/lease rate \$ 1900- What is the remaining length of the lease 5 yrs. ____ mos.

4b. What is the penalty if the lease is not fulfilled? \$ 114,000 or other _____
 (give details - attach additional sheet if necessary)

5. What is the total business indebtedness for this license/location excluding the lease? \$ applied for loan - pending
 Please list lenders you owe money to.

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.

Bonnie Ghant
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.

BG
applicants initials

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

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

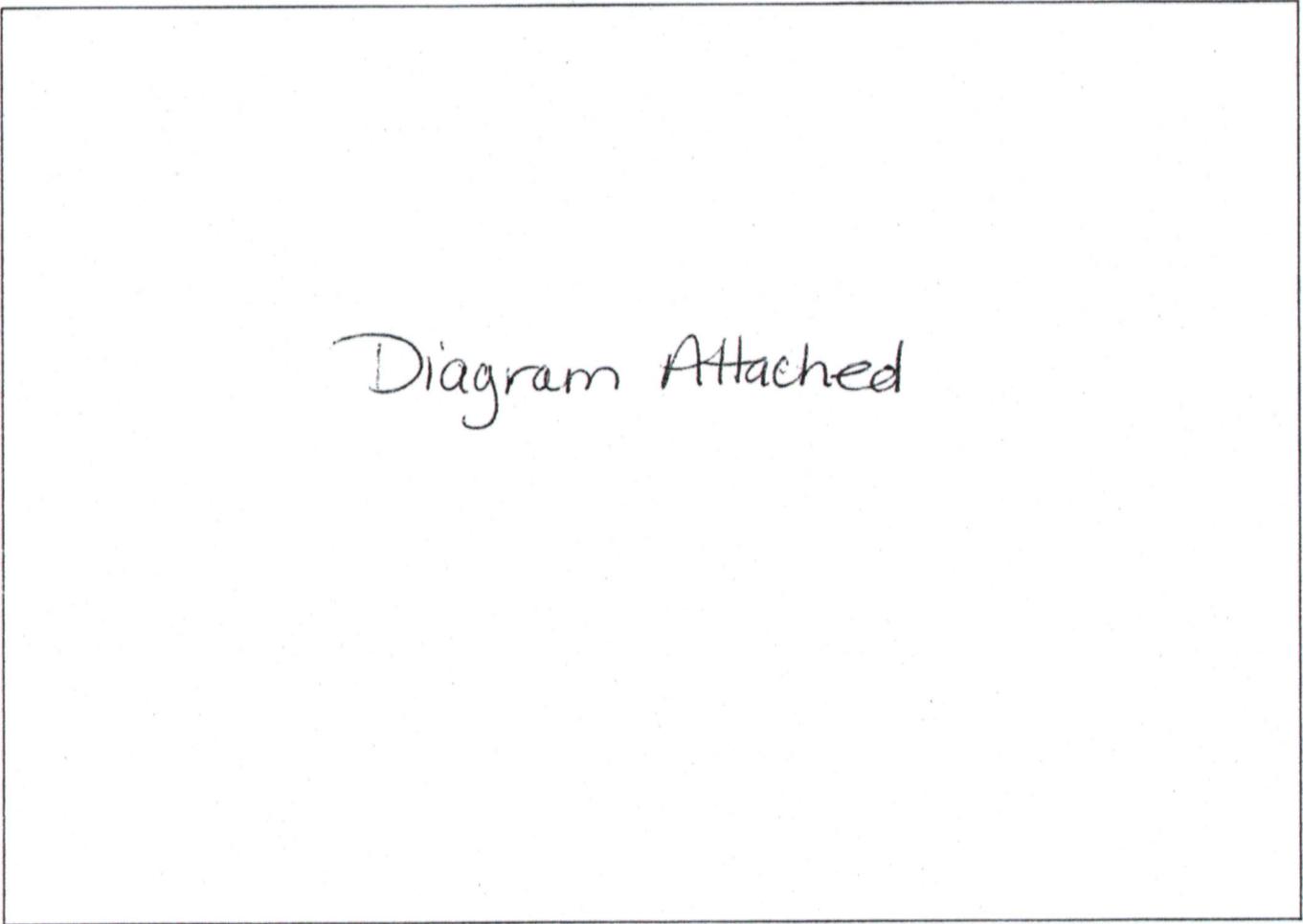
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this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

BG
applicants initials

SECTION 15 Diagram of Premises

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

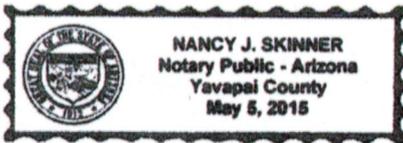
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, Bonnie Wendy Grant, 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 Bonnie Wendy Grant
(signature of applicant listed in Section 4, Question 1)

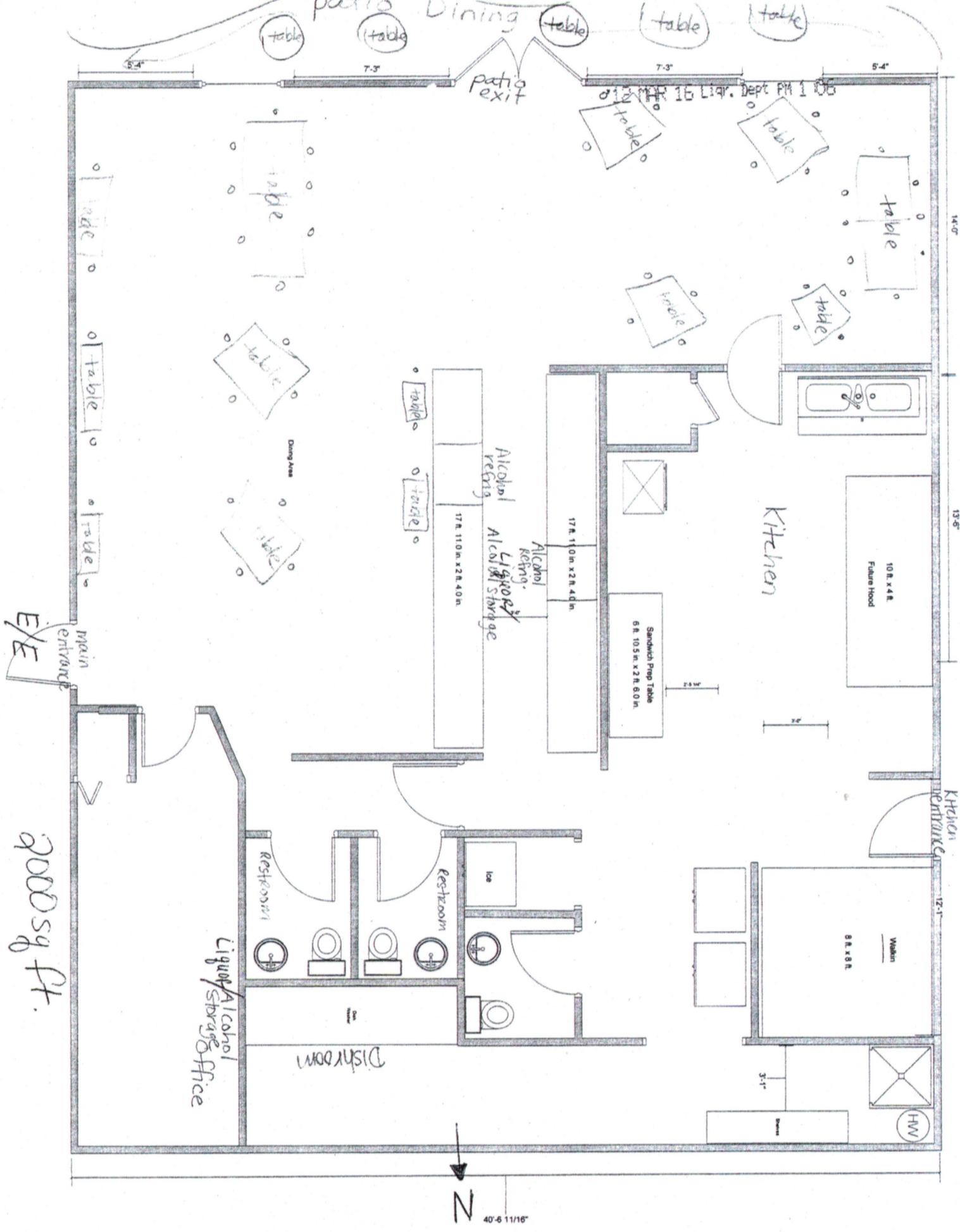


My commission expires on: 05 05 2015
Day Month Year

State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this 14th of March, 2012
Day Month Year

Nancy J. Skinner
signature of NOTARY PUBLIC



2000 sq ft.

N
40-6-11/16

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	May 1, 2012
Subject:	Application for Extension of Premises Liquor License Permit for the Chaparral Bar.
Department:	City Clerk
From:	Marianne Jimenez, City Clerk

REQUESTED ACTION

Council consideration of recommending approval or denial of an application for an Extension of Premises Liquor License permit submitted by Eileen M. Riffel, licensee for the Chaparral Bar located at 325 South Main Street.

SUGGESTED MOTION

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

"I move to recommend approval of the Extension of Premises Liquor License Permit application submitted by Eileen M. Riffel for the Chaparral Bar located at 325 South Main Street."

BACKGROUND

An Extension of Premises Liquor License Permit application was received from Eileen M. Riffel, licensee for Chaparral Bar located at 325 South Main Street, to extend the liquor serving area of the building.

JUSTIFICATION/BENEFITS/ISSUES

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

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
 5-1-12 Chaparral Bar LL Extension of Premises.pdf	Extension of Premises Permit for Chaparral Bar	Backup Material

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5TH Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

Permanent change of area of service - Give specific purpose of change: add bathrooms - room for pool tables - for better flow to patio area
 Temporary change for date(s) of: _____

- 1. Licensee's Name: Riffel Eileen Marie
Last First Middle
- 2. Mailing Address: 65 Pinto Ln Sedona AZ 86351
City State Zip
- 3. Business Name: Chaparral Bar LICENSE #: 06130033
- 4. Business Address: 325 S. Main St Cottonwood Yavapai AZ 86326
City COUNTY State Zip
- 5. Business Phone: (928) 634-2131 Residence Phone: (928) 284-1636
- 6. Do you understand Arizona Liquor Laws and Regulations? YES NO FAX # () _____
- 7. Have you received approved Liquor Law Training? NO YES When? 08 04 08
- 8. What security precautions will be taken to prevent liquor violations in the extended area? fenced and gates windows for bartender to be able to see at all times
- 9. Does this extension bring your premises within 300 feet of a church or school? YES NO
- 10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

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

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

(Authorized Signature) (Title) (Agency)

I, Eileen Marie Riffel, being first duly sworn upon oath, hereby depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

X Eileen M. Riffel State of Arizona County of Yavapai
(Signature of Owner or Agent) SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date
April 19, 2012
Day Month Year

My commission expires on: Oct. 31, 2014
(Signature of NOTARY PUBLIC)

Investigation Recommendation Approval Disapproval by: _____ Date: _____

Director Signature required for Disapprovals _____ Date: _____





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



 **Print**

Meeting Date:	May 1, 2012
Subject:	Award of Bid - Fireworks Productions of Arizona
Department:	Community Services
From:	Richard Faust

REQUESTED ACTION

Staff request: consideration of bid as submitted to the City for the Fourth of July - Fireworks Display Services Bid. Staff requested bids for "Professional Pyrotechnic Services" for the annual community July Fourth Patriotic Salute and Celebration.

SUGGESTED MOTION

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

"I move to award a bid to Fireworks Productions of Arizona in the amount of \$20,000 for all pyrotechnic services and approve the Contract For Services and Agreement documents for the City's Fourth of July celebration".

BACKGROUND

For the past fourteen (14) years, the City of Cottonwood has offered this type of pyrotechnic display as part of the annual special event programming provided by the City of Cottonwood Parks & Recreation Department. Costs for the program have been provided through the operational budget of the department as requested on an annual basis to the City Council.

JUSTIFICATION/BENEFITS/ISSUES

Funding has previously been set aside by the City Council for this type of professional service thereby meeting needs within the community for celebration of Independence Day. On Tuesday, April 13, 2012, one (1) bid was received in response to the advertised request for "Professional Pyrotechnic Services". Requested in the advertised bid was the need to provide for a full spectrum of pyrotechnic services for public observation/enjoyment coupled with the need for public/employee safety, and the need for protection of life and property. In addition, the city requested qualified/trained personnel, company safety records, proper personal protective equipment, tools, materials, and proper supervision of the program.

Vendor/Contractor	Excellent Safety Record as	Specifications Conformance	Total Price

	Professional Pyrotechnic Services	(yes or no)	
Fireworks Productions of Arizona Ltd.	Yes	Yes	\$20,000.00

COST/FUNDING SOURCE

Costs for this special event program and public service opportunity were provided in previous years as a line item within the Parks & Recreation Budget. Currently, staff has placed the \$20,000 cost into the current 2012/2013 budget. Costs were previously held at the same level of \$17,000 from the previous bid award by Council in 2007 and then authorized for additional subsequent years of 2010 and 2011 at the same cost as the original budget. Therefore, for five years the City has not observed a cost increase in pyrotechnics and services.

ATTACHMENTS:

Name:

Description:

Type:

[2012_Fireworks_Productions_of_AZ_Proposal.pdf](#) Fireworks Proposal

Backup Material



City of Cottonwood

#2012-PR-01

Fireworks Proposal

2012



Fireworks Provider for Arizona's Centennial State Capitol Fireworks Celebration

Proposal Sections

Section A. City of Cottonwood RFP Forms

Section B. Company History/References

Section C. ATF Licenses

Section D. Proof of Insurance Sample



Section A.

City of Cottonwood

#2012-PR-01

RFP Forms





City of Cottonwood, Arizona

NOTICE OF FORMAL SOLICITATION

SOLICITATION TYPE:
COMMODITY/SERVICE SOUGHT:
SOLICITATION NO.:
PROPOSAL DUE DATE AND TIME:
LOCATION:

REQUEST FOR PROPOSALS
Fireworks Display Services
2012-PR-01
Friday, April 13, 2012 at 2:00 pm local Arizona time
City of Cottonwood
Administrative Services Department
Purchasing Division
816 N. Main Street
Cottonwood, AZ 86326

The City of Cottonwood is soliciting proposals for Fireworks Display Services for the Fourth of July.

Sealed offers for the commodity or service specified will be received by the Purchasing Division, City of Cottonwood, 816 N. Main Street, Cottonwood, Arizona 86326, until the time and date cited above. Offers received by the correct time and date will be opened publicly and the names of the Offerors shall be read aloud at the Purchasing Division Office.

Offers must be in the actual possession of the Purchasing Division Office and stamped by a member of the Administrative Services staff on or prior to the exact time and date indicated above. Late submittals or unsigned submittals will not be considered under any circumstances.

Offers must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. All offers must be completed in ink or typewritten. Additional instructions for preparing your offer are provided in the Information and Instructions to Offerors.

Solicitation documents are available by email by contacting the Purchasing Division at (928) 340-2714, on the Public Purchase website (www.publicpurchase.com), or hard copies can be picked up at the City of Cottonwood, Administrative Services Department located at 816 N Main Street, Cottonwood, AZ 86326.

Publish Date: Verde Independent – Friday, March 30, 2012 and Friday, April 6, 2012

PUBLISHERS AFFIDAVIT REQUIRED

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OFFEROR'S CHECK LIST

- 1. The offer has been signed in the Offer Section (Exhibit B). Offers not signed in this section will not be considered.
- 2. The prices offered have been reviewed. The price extensions and totals have been checked.
- 3. All items listed in the Offer Section have been responded to as applicable/required (see Information and Instructions to Offer Section 4.5).
- 4. Any addendums have been included/noted in Offer Section.
- 5. Any required drawings or descriptive literature have been included.
- 6. The supplementary information requested has been included in a separate proposal document (if applicable).
- 7. Certificate of Insurability (Exhibit D) has been signed and included with offer.

- 8. Contractor Immigration Warranty (Exhibit E) has been signed and included with offer.
- 9. Non-Collusion Affidavit (Exhibit F) has been signed and included with offer.
- 10. Disclosure of Responsibility Statement (Exhibit G) has been signed and included with offer.
- 11. Request for Proposal (RFP) package/envelope has been identified with Solicitation Number and title.
- 12. The mailing envelope/package has been addressed to:

Location:
City of Cottonwood
Administrative Services Department
Purchasing Division
816 N. Main Street
Cottonwood, AZ 86326
- 13. The offer is mailed in time to be received and stamped in by Purchasing representative no later than specified time on designated date (otherwise the offer cannot be considered).

INFORMATION AND INSTRUCTIONS TO OFFERORS

1. REQUEST FOR PROPOSAL (RFP)

This procurement is a Request for Proposal for Fireworks Display Services for the Fourth of July. The successful Offeror will enter into a Contract with the City of Cottonwood for a three (3) year period, with the option of renewing the Contract for two (2) additional one (1) year periods, subject to the availability of funds for the period beyond the current fiscal year and at the sole discretion of the Cottonwood City Council.

2. GENERAL INFORMATION

- 2.1. Offers must be received by City of Cottonwood Purchasing Manager, 816 N. Main Street, Cottonwood, Arizona 86326, on or before Friday, April 13, 2012 at 2:00 pm local Arizona time. **Late Offers will not be accepted.**
- 2.2. **Late Offers.** Late submittals and/or unsigned offers will not be considered under any circumstances. Envelopes containing offers with insufficient postage will not be accepted by the City of Cottonwood (City). It is the sole responsibility of the Offeror to see that his/her offer is delivered and received by the proper time and at the proper place.
- 2.3. **Addendum.** This RFP may only be modified by a written Addendum. Potential Offerors are responsible for obtaining all addendums via the City's vendor registration/notification system or other means. See Paragraph 2.12 for registration instructions.
- 2.4. **Sealed Envelope or Package.** Each offer shall be submitted to the Purchasing Office in a sealed envelope or package. The envelope or package should be clearly identified as an offer and be marked with name of the Offeror and Solicitation Number. City may open envelopes or package to identify contents if the envelope or package is not clearly identified as specific.
- 2.5. **Offer Amendment or Withdrawal.** An offer may be withdrawn anytime before the RFP due date and time. An offer may not be amended or withdrawn after the RFP due date and time except as otherwise provided by applicable law.
- 2.6. **Proposal Opening.** Offers shall be opened on the date and time at the place designated on the Notice page of this document, unless amended in writing by the Purchasing Manager issuing the RFP. The name of each Offeror shall be read at this time. Offers, modifications and all other information received in response to the RFP shall be shown only to authorized personnel having a legitimate interest in the evaluation.
- 2.7. **Public Record.** All offers submitted in response to this RFP and all evaluation related records shall become property of City and shall become a matter of public record for review, subsequent to publication by the City Clerk of the proposed award in the agenda for the City Council Meeting or award by the appropriate approving authority or as otherwise required by law.
 - 2.8.1 Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known to City in offers submitted.
 - 2.8.2 City will not insure confidentiality of any portion of the RFP documents that are submitted in the event that a public record request is made.
 - 2.8.3 City will provide forty-eight (48) hours notice before releasing materials identified by the Offeror as confidential or proprietary in order for the Offeror to apply for a court order blocking the release of the information.
- 2.8. **Cost of Offer Preparation.** City will not reimburse any Offeror the cost of responding to a RFP.

- 2.9. **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Purchasing Manager. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 2.10. **Offer Acceptance Period.** All offers shall remain open for ninety (90) days after the day of the opening of offers, but the City may, at its sole discretion, release any Offeror and return the security (as applicable) prior to that date. No Offeror may withdraw his offer during this period without written permission from the City. Should any Offeror refuse to enter into a contract, under the terms and conditions of the RFP, City may retain the security (as applicable), not as a penalty, but as liquidated damages.
- 2.11. **Term of Contract.** Please see the attached contract for a description of the term of the contract.
- 2.12. **Vendor Registration.** Vendors (Offerors) are encouraged to register via the on-line vendor registration system at www.publicpurchase.com, in order to automatically receive notification of Solicitation Addendum or notice of other solicitation opportunities. Select REGISTER OR LOG-IN NOW. A vendor who is not so registered must contact the Purchasing Office to make other arrangements to receive notice of Addenda to this Solicitation. Vendors who submit proposals without acknowledgement of addenda may have their responses rejected.
- 2.13. **Cooperative Use of Contract.** In addition to the City of Cottonwood, and with approval of the contracted Contractor, the Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

3. DESCRIPTION OF GOODS BEING PROCURED

- 3.1. The City of Cottonwood Community Services Department is soliciting proposals for Fireworks Display Services for the Fourth of July. Services shall include all fireworks products, materials, supplies, labor (professionally qualified pyrotechnicians), licensing, and insurance as addressed in this document for the purposes of conducting Fourth of July fireworks display services for the City.
- 3.2. Please see the attached Contract for detailed specifications/scope of work and a description of the procurement.
- 3.3. **Cooperative Use of Contract.** Please see the attached Contract for the cooperative use provisions.
- 3.4. **Health and Safety.** All items to be supplied hereunder by Offeror shall conform in all respects to the requirements of applicable government health and safety regulations, including regulations administered by OSHA.

4. OFFER PREPARATION

- 4.1. **Format.** Offerors shall submit **an original copy** on the forms provided in this RFP. **SUBMITTALS SHOULD BE BOUND BY BINDER CLIP AND SHOULD CONSIST OF PAPER ONLY. ALL BINDERS, PLASTIC SEPARATORS, NON-RECYCLABLE MATERIAL, ETC., ARE DISCOURAGED. SUBMITTALS WILL NOT BE EVALUATED ON THE AESTHETIC OF THE PACKAGE.**
- 4.2. **No Facsimile or Electronic Mail Offers.** Offers may not be submitted in facsimile or electronically. A facsimile or electronic mail offer shall be rejected.
- 4.3. **Typed or Ink Corrections.** The offer shall be typed or in ink. Erasures, interlineations or other

modifications in the offer shall be initialed in ink by the person signing the offer.

4.4. No Modifications. Modifications shall not be permitted after offers have been opened except as otherwise provided under applicable law.

4.5. Offer Section. The Offer Section shall contain all of the following information:

4.5.1 Brief description of the Offeror, including legal organization. Include name, address and location of the firm's principal and local office.

4.5.2 Tax ID Number. Offeror must provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Offer Section.

4.5.3 Licenses. Offeror must list all applicable licenses and numbers in the Offer Section.

4.5.4 City of Cottonwood Business Registration Number. Offer must provide its City of Cottonwood Business Registration Number in the space provided in the Offer Section.

4.5.5 Exceptions to RFP. Any exceptions to the RFP or Contract terms must be included with the offer and submitted on the 'Exceptions to RFP' area in Offer Section (Exhibit B) or equivalent in which the Offeror clearly identifies the specific objection and/or exceptions. Failure to list an exception or objection shall preclude a request for changes to the specifications or Contract language. The proposed form of Contract is included as a part of this RFP. The offer must include a statement that the Offeror has reviewed the specifications and Contract and list any objections to them. Any objections to specifications or the form of Contract will be considered and included in City's evaluation of the offer. If Offeror fails to list any objections to the specifications or form of Contract, Offeror will not be allowed to raise any objections later if selected for award. An offer that takes exception to a material requirement of any part of the RFP, specifications or form of Contract, may be rejected as non-responsive.

4.5.6 Disclosure. If the firm, business or person submitting this offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the offer. The Offeror shall include a letter with its offer setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

4.5.7 Prices. Prices shall be listed in the Offer Section (Exhibit B) and shall include all freight, insurance, warranty costs, and any other applicable costs.

4.5.7.1 Taxes. Offeror must list all applicable taxes separately in the areas provided in the Offer Section.

4.5.7.2 Shipment & Delivery. The price(s) offered shall include cost, if any, of shipment and delivery to the specified City location and shall be made F.O.B. Destination (Cottonwood, Arizona), delivered and unloaded to the designated delivery point(s).

4.5.8 Prompt Payment Terms. Offeror must indicate any applicable prompt payment terms in the areas provided in the Offer Section.

4.5.9 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be

acknowledged in the Offer Section (Exhibit B), which shall be submitted together with the offer on the offer due date and time. Failure to note a Solicitation Addendum may result in rejection of the offer.

4.5.10 Evidence of Intent to be Bound. The Offer Section (Exhibit B) within the RFP shall be submitted with the offer and shall include a signature by a person authorized to sign the offer. The signature shall signify the Offeror's intent to be bound by its offer and the terms of the solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the offer.

4.6 References, Certifications and Licenses Section. The References, Certifications and Licenses Section (Exhibit C) shall contain all of the following information:

4.6.1 Customer References. Offeror shall list at least four (4) references of other governmental agencies within the State of Arizona to which Offeror has supplied similar goods or services, including names, addresses and telephone numbers. The City reserves the right to only contact references from firms deemed as reasonably susceptible of receiving a contract award.

4.6.2 Fire District/Department References. Offeror shall list at least three (3) Municipal or District Fire Departments within the State of Arizona who would provide authentication, proof of working relationship and contact for purposes of recommendation.

4.6.3 Certified Shooters. It is highly recommended that the Contractor supply Shooters who are certified through the City of Phoenix as Certified Pyrotechnics Shooters. This is a weighted evaluation criteria as detailed in Section 6.5, Evaluation Criteria. Offeror shall provide a list of all qualified "Shooters" including the individual's name, address, phone number, certification number (if available), and the number of qualified shows that the "Shooter" has accomplished, for reference information, at various municipalities or corporations in the State of Arizona. Offeror shall supply a copy of each Shooters City of Phoenix certification on a separate sheet of paper attached to the proposal document.

4.6.4 Licenses. Offeror shall provide their Federal License with the Bureau of Alcohol, Tobacco, Firearms and Explosives. The license must be current.

4.7 Other. Other information required to be supplied with offer (**please see Section 6.5, Evaluation Criteria**).

4.8 Insurance. Offeror shall provide and maintain the following minimum insurance coverage and shall keep such insurance coverage in force throughout the life of the Contract.

	Minimum Requirements
Worker's Compensation	Statutory Requirements
General Liability	\$10,000,000 per Occurrence
Products/Completed Operations	\$2,000,000 per Occurrence

Liability policy shall include coverage for:

- A.** Liability assumed in agreements in effect in connection with insurer's operations.
- B.** All owned, hired, or non-owned automotive and truck equipment used in connection with the insured operation.

The Offeror must furnish to the City written evidence of the types and amounts of insurance coverage required by the City, including endorsements naming the City and the Verde Valley Fair Association, Inc. as an additional insured, and waiving subrogation against the City. Coverage shall extend over pyrotechnics set-up, display and cleanup operations on site.

The successful Offeror's insurance is primary as to any claims resulting from the Contract.

These policies shall not expire within the term of this Contract. If a policy does expire during the term of the Contract, a renewal Certificate of the required coverage must be sent to the City of Cottonwood not less than ten (10) days prior to the expiration date. All policies shall contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage on any policy. Neither the successful Offeror nor any subcontractor shall commence work under a Contract until the City has approved the insurance. The entire project covered by the Contract shall be at the successful Offeror's risk until final acceptance by the City.

The Offeror shall submit the enclosed Certificate of Insurability with their offer to the City.

- 4.9 Indemnification.** The successful Offeror shall indemnify, defend, save and hold harmless the City of Cottonwood and its officers, officials, agents, and employees as well as the Verde Valley Fair Association, Inc. and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to real, tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the successful Offeror or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the successful Offeror to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The successful Offeror shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable, and hereby waives all rights of subrogation against the City, its officers, officials, agents and employees as well as the Verde Valley Fair Association, Inc. for losses arising from any services provided to the City.
- 4.10 Contractor Immigration Warranty.** The Offeror shall sign and submit the enclosed Contractor Immigration Warranty (Exhibit E) with their offer to the City.
- 4.11 Non-Collusion and Non-Discrimination.** By signing and submitting the offer, the Offeror certifies that:
- A.** The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer. The Offeror shall sign and submit the enclosed Non-Collusion Affidavit (Exhibit F) with their offer to the City.
 - B.** The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
- 4.12 Disclosure of Responsibility Statement.** The Offeror shall sign and submit the enclosed Disclosure of Responsibility Statement (Exhibit G) with their offer to the City.
- 4.13 Taxes.** The Offeror understands that the Offeror will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Offeror are eligible for a tax exemption due to the nature of the item, Offeror shall assist City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to City.

5. INQUIRIES

- 5.1. Duty to Examine.** It is the responsibility of each Offeror to examine the entire RFP, seek clarification (inquiries), and examine its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for modifying or withdrawing the offer after the offer due date and time, nor shall it give rise to any Contract claim.

5.2. Contact Person. Any inquiry related to the RFP should be directed to the Purchasing Manager listed on the cover page of the RFP. The Offeror shall not contact or direct inquiries concerning this RFP to any other City employee unless the RFP specifically identifies a person other than the Purchasing Manager as a contact.

Technical questions may be addressed to Mr. Richard Faust, Community Services General Manager via email at rfaust@cottonwoodaz.gov or by phone at (928) 340-3209.

5.3. Submission of Inquiries. All inquiries shall be submitted in writing or email and shall refer to the appropriate Solicitation Number, page and paragraph. Do not place the Solicitation Number on the outside of the envelope containing that inquiry, since it may then be identified as an offer and not be opened until after the offer due date and time. City shall consider the relevancy of the inquiry but is not required to respond in writing.

5.4. Timeliness. Any inquiry or exception to the RFP shall be submitted as soon as possible and should be submitted at least ten (10) days before the offer due date and time for review and determination by City. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

5.5. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the RFP.

6. EVALUATION

6.1. Disqualification. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its offer rejected.

6.2. Clarifications. City reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of Offeror’s product, service, and/or solicitation response. Clarification means a communication with an Offeror for the sole purpose of eliminating ambiguities in the offer and does not give Offeror an opportunity to revise or modify its offer.

6.3. Waiver and Rejection Rights. City reserves the right to reject any or all offers or to cancel the solicitation altogether, to waive any informality or irregularity in any offer received, and to be the sole judge of the merits of the respective offers received.

6.4. Taxes. All applicable taxes stated in the offer shall not be considered by the City when determining the lowest bid or evaluating proposals.

6.5. Evaluation Criteria. The evaluation criteria are listed below in their relative order of importance. The Offeror’s submittal should be organized/submitted by criteria.

Criteria	Maximum Points	Awarded points (completed by City)
Safety record and history of operators.	25	
Safety record and history of company and any subsidiaries.	25	
Quoted price.	15	
Ability to meet all requirements as set forth in the solicitation document.	15	
Certification(s) by the City of Phoenix	20	
Total	100 points maximum	

6.6. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

6.7. Discussion with Responsible Offerors and Revision to Proposal. Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The purposes of such discussions shall be to:

6.7.1 Determine in greater detail such Offeror's qualifications;

6.7.2 Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;

6.7.3 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;

6.7.4 Agreeing upon compensation, which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

7. AWARD

7.1. Award(s). Award(s) shall be made to the Offeror(s) deemed most advantageous to the City based upon the listed evaluation criteria.

7.2. Single Award Contract. This is an all or nothing offer. All items within this RFP have been grouped together for purposes of obtaining these items collectively from a single source due to such factors as delivery location, pricing advantage, compatibility, etc. To be considered for award of this RFP, the Offeror is required to provide prices on all items within this RFP. Failure to provide pricing for any item within the RFP shall result in the rejection of the offer.

7.3. Execution of Contract. Within ten (10) days of notice that Offeror is the recommended awardee, Offeror shall execute and return the original Contract to the Purchasing Manager.

8. PROTESTS

8.1. A protest must be in writing and be filed with the Purchasing Office. A protest of a solicitation shall be received before the solicitation opening date. A protest of a proposed award must be filed before City Council meeting at which the recommendation will be presented. City shall determine whether to issue a written response or hold an administrative hearing.

8.2. A protest must include:

- The name, address and telephone number of the protester.
- The signature of the protester or its representative.
- Identification of the project and the Solicitation or Contract Number.
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents.
- The form of relief requested.

9. COMMENTS WELCOME

The City's Purchasing Division periodically reviews the Information and Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: City of Cottonwood, Purchasing Division, 816 N. Main Street, Cottonwood, AZ 86326.

CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered into this, 10th day of April, 2012 by and between the City of Cottonwood, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the OWNER, and FPA, Ltd. *** organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the CONTRACTOR.

*** DBA Fireworks Productions of Arizona

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

ARTICLE I - RECITALS

- A. The City of Cottonwood Community Services Department desires to contract with a professionally qualified firm for Fireworks Display Services for the Fourth of July. Services shall include all fireworks products, materials, supplies, labor (professionally qualified pyrotechnicians), licensing, and insurance as addressed for the purposes of conducting Fourth of July fireworks display services for the City; and,
- B. City set forth the terms of the scope of services in Request for Proposals Fireworks Display Services; and,
- C. Contractor represents that it is qualified and fully licensed to perform all work agreed to in this Agreement.

ARTICLE II - SCOPE OF WORK

The CONTRACTOR shall furnish the services and deliverables as specified in the Technical Specifications (Exhibit A) attached hereto and made a part of this Agreement, to the City of Cottonwood Community Services Department, 150 S 6th Street, Cottonwood, AZ 86326.

ARTICLE III - CONTRACT TERM

- A. The Contract shall be for a three (3) year period, with the option of renewing the Contract for two (2) additional one (1) year periods, subject to the availability of funds for the period beyond the current fiscal year and at the sole discretion of the Cottonwood City Council.
- B. If Contractor desires to renew the Contract for an additional year, the Contractor shall advise the Community Services General Manager, not less than thirty (30) days before the end of the initial three (3) year term that the Contractor requests to renew its services. Upon approval by the City Council, this agreement shall be renewed for one (1) additional year upon the same terms and conditions except for the potential monetary increase as described. Contractor will be authorized the option of a two percent (2%) increase in costs for the first year and a three percent (3%) increase in costs for the second year of the renewed Contract should the City approve these requests and performance continues to be safe and satisfactory each year of the Contract period.
- C. Throughout its term, this Agreement may be cancelled by either party at the end of thirty (30) days after the receipt of written notice by the other party (written notice shall mean upon the receipt and signing of return mail). There shall be no penalty to the canceling party for such early termination nor shall the other party be entitled to any damages due to the early cancellation. In the event that the OWNER gives notice of cancellation, it shall only be responsible for paying any outstanding charges for work completed, in accordance with this Agreement, no later than 5:00 pm, on the day following receipt of notice of cancellation.
- D. **Cooperative Use of Contract.** In addition to the City of Cottonwood, and with approval of the contracted Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials

and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

ARTICLE IV - CONTRACT ADMINISTRATOR

- A. To provide the professional services required by this Contract, CONTRACTOR shall act under the authority and approval of Mr. Richard Faust, Community Services General Manager or designee, (the Contract Administrator), who shall oversee the execution of this Contract, assist the CONTRACTOR with any necessary information, audit billings, and approve payments. The CONTRACTOR shall channel reports and special requests through the Contract Administrator.
- B. The OWNER reserves the right to review and approve any/all changes to CONTRACTOR'S key staff assigned to the OWNER'S project by the firm during the term of this Contract.

ARTICLE V - ACCEPTANCE AND DOCUMENTATION

Each project shall be reviewed and approved by the OWNER to determine acceptable completion. All documents, including but not limited to, data compilations, studies, packing slips / bills of lading and reports which are prepared in the performance of this Contract, shall be and remain the property of the OWNER and shall be delivered to the OWNER before final payment is made to CONTRACTOR.

ARTICLE VI - INDEMNIFICATION AND INSURANCE

- A. CONTRACTOR assumes and agrees to hold harmless, indemnify and defend OWNER, its officers, agents and representatives as well as the Verde Valley Fair Association, Inc. from and against all losses, claims, demands, payments, suits, actions for recovery, judgments and all liability of every kind, nature, and description for injury to persons including wrongful death, or damage to property or both occurring during or in consequence of the performance by CONTRACTOR where such injury or damage is due, or alleged to be due, to any defect in services delivered hereunder, or to the action or negligence of CONTRACTOR, its employees, subcontractors, or agents. OWNER assumes no liability, obligation, or responsibility of any nature, whatsoever, in connection with this Contract except for payment of price or consideration as stated or referred to herein or allowed by law. CONTRACTOR'S obligation under this section shall not extend to any liability caused by the sole negligence of OWNER or its employees.
- B. CONTRACTOR shall provide and maintain, and cause its subcontractors to provide and maintain, the following minimum insurance coverage in accordance with the insurance criteria included in the solicitation package:
 - B.1. Comprehensive general liability insurance with a minimum combined single limit of ten million dollars (\$10,000,000) each occurrence. The policy shall include coverage for bodily and personal injury, broad form property damage, blanket contractual, CONTRACTOR'S protective, and products and completed operations.
 - B.2. Products/Completed Operations insurance with a minimum single limit of not less than two million dollars (\$2,000,000) per occurrence.
 - B.3. Worker's Compensation (statutory limits).
- C. Additional insurance coverage may be required at OWNER'S discretion where the services to be performed are deemed to be hazardous in nature.
- D. The policies required by section B.1. and B.2. shall name OWNER, and its respective agents, officials, and employees as additional insured and waive subrogation against the City. The policy shall specify that the insurance afforded CONTRACTOR shall be primary insurance and that any insurance coverage carried by

OWNER or its employees shall be excess coverage and not contributory insurance to that provided by CONTRACTOR. Said policy shall contain a severability of interests provision. Proof of insurance is required at the time of execution of the Contract. Neither the CONTRACTOR nor any subcontractor shall commence work under a Contract until the OWNER has approved the insurance.

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

ARTICLE VII - CANCELLATION OF AGREEMENT

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

ARTICLE VIII - NON-DISCRIMINATION

CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, and Federal Executive Order No. 11246, State Executive Order No. 94-4, and A.R.S. Section 41-1461 et. Seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have access to employment opportunities.

CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap.

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin.

CONTRACTOR shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and with the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of handicap in delivering contract services.

ARTICLE IX - NOTICE

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

Contractor: <u>Fireworks Productions of Arizona</u>	City of Cottonwood
c/o <u>Kerry Welty</u>	c/o _____
<u>17034 S. 54th St.</u>	_____
<u>Chandler, AZ 85226</u>	_____

ARTICLE X - CHOICE OF LAW AND VENUE

Any dispute under this Contract or related to this Contract shall be decided in accordance with the laws of the State

of Arizona and filed with the Arizona Superior Court of Yavapai County.

ARTICLE XI – OBLIGATIONS/CERTIFICATIONS

Legal Worker Requirements: As mandated by Arizona Revised Statutes §41-4401, the City is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes §23-214-A, which requires that employers verify the employment eligibility of their employees through the Federal E-verify system. An “employer” is an independent contractor, a self-employed person, the State of Arizona or any of its political subdivisions, or any individual or type of organization that transacts business in the State of Arizona, that has a license issued by an agency in the State and that employs one or more employees in the State (See A.R.S. §23-211-4). Therefore, in signing or performing any contract for the City of Cottonwood, CONTRACTOR fully understands and agrees that:

- A. Both it and any subcontractors it may use shall comply with all Federal immigration laws and regulations that relate to their employees and with A.R.S. §23-214-A;
- B. Any breach of that warranty is material and is subject to penalties up to and including immediate termination of the Contract; and
- C. OWNER or its designee is authorized by law to randomly inspect the employment records relating to an employee of CONTRACTOR or any of its subcontractors who works on the Contract to ensure compliance with the warranty made in Paragraph A above.

In accordance with A.R.S. §35-393.06, CONTRACTOR hereby certifies that CONTRACTOR does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, CONTRACTOR hereby certifies that CONTRACTOR does not have scrutinized business operations in Sudan.

ARTICLE XII - SEVERABILITY

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

ARTICLE XIII - PAYMENT

CONTRACTOR agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Offer. The Offer is attached hereto as Exhibit A. Payment for services shall be made by OWNER within thirty (30) days after receipt of a correct invoice.

ARTICLE XIX - ASSIGNMENT

OWNER and CONTRACTOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

Contractor

Fireworks Productions of Arizona

Company Name

Signature

Date

Kerry Welty

Printed Name

President

Title

City of Cottonwood

Diane Joens, Mayor

Date

Attest:

Marianne Jimenez', City Clerk

Approved as to form:

Steve Horton, City Attorney

EXHIBIT A TECHNICAL SPECIFICATIONS

I. DESCRIPTION OF SERVICES BEING PROCURED

The City of Cottonwood Community Services Department (City) is soliciting proposals for professional pyrotechnic services including all fireworks products, materials, supplies, labor (professionally qualified pyrotechnicians), licensing, and insurance as addressed in this document for the purposes of conducting Fourth of July fireworks display services for the City for the years of 2012, 2013, and 2014.

The City is desirous of an experienced, professional firm capable of providing a full spectrum of pyrotechnic services for public observation and City patriotic salute. Public and employee safety and protection of life and property shall be the primary consideration in delivery of services. Contractor shall provide all qualified and trained personnel, personal protective equipment, tools, materials, supervision, and other items necessary to perform pyrotechnical services as required and authorized under state and federal laws and all other guidelines which cover said practices within the State of Arizona.

Offeror shall provide pyrotechnics/fireworks services for the City in conformance with the American Pyrotechnic Association, the National Fire Protection Association, the Arizona Fire Code Committee and the Pyrotechnics Guild International. All program services shall be accomplished within the conformance of industry standards and federal, state, county and municipal regulations/statutes.

II. REQUIREMENTS

- A. The City has established certain requirements in the list of pyrotechnics desired below. None of these requirements are designed to give any Offeror an advantage or disadvantage in the proposal process. Offerors are encouraged to submit a proposal even if the proposal does not meet the requirements as stated. However, the Offeror must state specifically which requirements are not met, how the same function may be otherwise performed, and why this deviation should not be considered material. The City's determination that a deviation is not material does not excuse the Offeror from full compliance with other specifications if the Contract is awarded in their favor.
- B. Successful Offeror will be responsible for supplying and delivering specified fireworks as well as arranging for the necessary number of operators to shoot the show. Payment for operator's services shall be made part of the proposal package. City reserves right to add or delete individual items from the offer based on unit prices listed.
- C. The City desires a fireworks display lasting between thirty-two (32) to thirty-five (35) minutes containing the following types of fireworks for optimum public display. The Offeror shall list the quantity proposed of each type of firework in the Offer Section of the proposal. Additional fireworks can be included in the offer if desired. The following are approximations based on prior years' displays and knowledge of aerial show quantities requested:

OPENING SHOW ELEMENTS:

- 3" Shells: 20 to 25 – 3" Red
- 3" Shells: 20 to 25 – 3" Silver or Titanium
- 3" Shells: 20 to 25 – 3" Blue

AERIAL DISPLAY:

- 2 ½" Shells: 250 to 300 Assorted Color Aerial Shells
- 3" Shells: 250 to 300 Assorted Color Aerial Shells
- 4" Shells: 140 to 150 Assorted Color Aerial Shells
- 4" Shells: 50 to 75 Cylinder Specials
- 5" Shells: 50 to 75 Assorted Color Aerial Shells
- 5" Shells: 15 to 20 Pattern Specials

- 6" Shells: 50 to 75 Assorted Color Aerial Shells
- 6" Shells: 15 to 20 Pattern Shells
- 8" Shells: 10 to 15 Assorted Color Aerial Shells

GRAND FINALE:

- 2 ½" Shells: 100 to 110 Assorted Aerial Shells
- 4" Shells: 30 to 35 Assorted Aerial Shells
- 6" Shells: 5 to 15 Assorted Aerial Shells
- 8" Shells: 2 to 4 Assorted Aerial Shells

D. PERMITS, LICENSES, ASSOCIATION MEMBERSHIPS, VERIFICATIONS

1. It is recommended that all primary Shooters receive the City of Phoenix Certification for quantifiable safety and risk management training. This training is a high caliber training program that the City of Cottonwood use to evaluate proposals received as detailed in Section 6.5, Evaluation Criteria of the Information and Instructions to Offerors.
2. Offeror shall provide on a separate sheet of paper, a copy of a recent insurance statement identifying accident/claim history for the company.
3. Offeror shall be licensed and/or a member in good standing, plus provide copies of the following as attachments within the proposal document:
 - Current Licensure with the U.S. Bureau of Alcohol, Tobacco, Firearms and Explosives
 - American Pyrotechnics Association
 - NFPA (National Fire Protection Association)
 - The Pyrotechnic Guild International

III. INDEPENDENT CONTRACTOR STATUS

Offeror shall so conduct activities upon the premises so as not to endanger or interfere with the rights of any person lawfully thereon. The Offeror is, and at all times, shall be regarded as, an **Independent Contractor** and shall not, at any time, act or purport to act as agent for or as an employee of the City. Offeror shall not sublet the whole, or any part of the Contract operations, nor assign said Contract agreement, or any or all of its rights hereunder without prior written consent of the Community Services General Manager for the City of Cottonwood.

IV. MISCELLANEOUS INFORMATION

- A. The fireworks display will be located on the Verde Valley Fair Grounds located at 800 E Cherry Street, Cottonwood, AZ 86326. The location is subject to change upon approval by the City.
- B. All prices quoted will reflect the total to the City for the item/project/service and shall include all applicable taxes, and other charges.
- C. The City will not honor any invoices or claims which are tendered sixty (60) days after the close of the City's fiscal year for work completed.
- D. The City is not responsible for any errors or omissions by the Offeror.
- E. All proposals submitted to the City are to remain firm for a minimum period of ninety (90) days from the date the proposals are officially opened.
- F. The successful proposal is not officially accepted until such time as the Offeror receives written notice of acceptance from the Community Services General Manager.

- G. Where Offeror is a corporation or other legal entity, proposals must be signed in the legal name of the entity followed by the name of the state of incorporation or place of formation, and the legal signature of an officer authorized to bind the entity to a contract.
- H. If, due to weather, the fireworks display must be postponed, the fireworks display shall be rescheduled for the following night (July 5th). No additional compensation shall be awarded for postponement of the fireworks display due to weather.
- I. Should a moratorium be placed on fireworks displays by the State of Arizona or cancellation by the City of Cottonwood (final decision from the Fire Chief, his designee and/or the City Manager) due to drought and/or unfavorably extreme fire conditions (conditions that would present potential for risk of life, property and/or damage thereof), notification shall be provided to the Contractor of said cancellation. The following schedule shall be utilized for purposes of reimbursement to the Contractor for staging, startup and restocking fees:
 - June 28th – July 4th. Costs imposed to the City shall be 25% of the full value of the Contract price as noted in the final Contract agreement document.
 - June 4th through June 27th. Costs imposed to the City shall be 10% of the full value of the Contract price as noted in the final Contract agreement document

Should it be determined by the Fire Chief or City Manager that smaller diameter shells be used, Contractor shall offset charges without costs to the City to reassign a comparable amount of smaller diameter (shorter ranged shell bursts) as negotiated.

V. EVALUATION PROCESS

- A. Proposals that are judged by the City to be unresponsive or materially incomplete will be immediately rejected.
- B. The City will perform whatever research it deems necessary into the Offeror's safety & performance history, financial viability and references as it deems necessary. The Offeror shall cooperate with the Community Services Department by providing appropriate information as set forth in the Request for Proposals or as may otherwise be requested.

VI. EVALUATION CRITERIA

- A. The primary evaluation criteria shall be the overall benefit/cost, safety record and reliability, to be determined by the Community Services Department in its sole discretion, rather than cost only.
- B. The Community Services Department shall rank the offers received using the evaluation criteria as listed in the Information and Instruction to Offerors in Section 6.5.

VII. SCHEDULE

The following schedule is anticipated:

Last Date to Submit Bids:	Friday, April 13, 2012 at 2:00 p.m. local Arizona time
Bid Opening:	Friday, April 13, 2012 at 2:00 p.m. local Arizona time
Bid Review:	April 16 – 19, 2012
Bid Award:	May 1, 2012 (Regular Agenda Item of the Cottonwood City Council)

VIII. EXECUTION OF AGREEMENT

- A.** Successful Offeror will be required to enter into a formal agreement that is consistent with the solicitation package outlined within. The Offeror to whom the Contract is awarded by the City shall, within fifteen (15) days after Notice of Award and receipt of Contract forms from the City, sign, and deliver to the City all required copies. (Sample of Contract attached in bid packet – specifics may change to comply with Technical Specifications or other requirements as noted for safety/risk responsibilities or laws).
- B.** Upon receiving the authorized Notice to Proceed or Purchase Order Number, Offeror shall buy, supply, and deliver fireworks materials, supplies and displays as to the date agreed upon by both parties.

IX. CONTRACT PERIOD

The Contract shall be for a three (3) year period, with the option of renewing the Contract for two (2) additional one (1) year periods, subject to the availability of funds for the period beyond the current fiscal year and at the sole discretion of the Cottonwood City Council.

**ADDENDA ONE
CITY OF COTTONWOOD
FIREWORKS DISPLAY SERVICES
SOLICITATION NO. 2012-PR-01**

April 09, 2012

ITEM ONE: Please add the following to the list of fireworks as detailed in Exhibit A, Technical Specifications, Section II C.

1" – 1 ½" Shells: 12 to 18 Assorted Multi-Shot Basins (100 – 300 shots per Basin)

ITEM ONE: Replace Exhibit B, Offer Section with the REVISED Exhibit B, Offer Section attached to this Addenda. This revision includes the addition of the shells added in Item One.

**REVISED
EXHIBIT B
OFFER SECTION**

(Including all information required to be submitted with Offer)

1. Offeror Information

Firm Name: Fireworks Productions of Arizona

Contact Name: Kerry Welty

Principal Address: 17034 S. 54th St.

Chandler, AZ 85226

Phone: 1-877-948-0090 Fax: 480-423-5430

Email: kerry@fireworksaz.com

Local Address: _____

Type of Organization: Sub-S Corporation State of Incorporation: Arizona

Tax ID #: 07-548796 (AZ Dept. of Rev.) City of Cottonwood Business Registration #: ***

***Business Registration Application
submitted-awaiting number

Federal License #: 86-0874094 (EIN) Date of Expiration: _____

Exceptions to RFP: None

(See Information & Instructions §4.5.4 Exceptions to Solicitation)

2. Disclosure of Debarment Information: None

(See Information & Instructions §4.5.5 Disclosure)

3. Prices:

<u>REQUESTED SHELLS, SIZE, AMOUNTS</u>	<u>TOTAL#</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
OPENING SHOW ELEMENTS:			
3" Shells: 20 to 25 – 3" Red	<u>21</u>	<u>\$ 8</u>	<u>\$ 168</u>
3" Shells: 20 to 25 – 3" Silver or Titanium	<u>21</u>	<u>\$ 8</u>	<u>\$ 168</u>
3" Shells: 20 to 25 – 3" Blue	<u>21</u>	<u>\$ 8</u>	<u>\$ 168</u>
OPENING SHOW TOTAL (60 to 75 Shells)	<u>63</u>	<u>\$ 8</u>	<u>\$ 504</u>
AERIAL DISPLAY:			
2 ½" Shells: 250 to 300 Assorted Color Aerial Shells	<u>252</u>	<u>\$ 6</u>	<u>\$ 1,512</u>
3" Shells: 250 to 300 Assorted Color Aerial Shells	<u>252</u>	<u>\$ 8</u>	<u>\$ 2,016</u>
4" Shells: 140 to 150 Assorted Color Aerial Shells	<u>144</u>	<u>\$ 13</u>	<u>\$ 1,872</u>
4" Shells: 50 to 75 Cylinder Specials	<u>72</u>	<u>\$ 13</u>	<u>\$ 936</u>
5" Shells: 50 to 75 Assorted Color Aerial Shells	<u>72</u>	<u>\$ 20</u>	<u>\$ 1,440</u>

5" Shells: 15 to 20 Pattern Specials	18	\$ 20	\$ 360
6" Shells: 50 to 75 Assorted Color Aerial Shells	54	\$ 25	\$ 1,350
6" Shells: 15 to 20 Pattern Shells	18	\$ 25	\$ 450
8" Shells: 10 to 15 Assorted Color Aerial Shells	10	\$ 75	\$ 750
AERIAL DISPLAY TOTAL (830 to 1,030 Shells)	<u>892</u>	<u>\$ ----</u>	<u>\$ 10,686</u>
1" - 1 1/2": 12 to 18 Assorted Multi-Shot Basins (100 - 300 shots per Basin)	<u>12</u>	<u>\$ 125</u>	<u>\$ Complimentary</u>
GRAND FINALE:			
2 1/2" Shells: 100 to 110 Assorted Aerial Shells	108	\$ 6	\$ 648
4" Shells: 30 to 35 Assorted Aerial Shells	32	\$ 13	\$ 416
6" Shells: 5 to 15 Assorted Aerial Shells	6	\$ 25	\$ 150
8" Shells: 2 to 4 Assorted Aerial Shells	2	\$ 75	\$ 150
GRAND FINALE TOTAL (137 to 164 Shells total):	<u>148</u>	<u>\$ ----</u>	<u>\$ 1,364</u>

TOTAL COMBINED AERIAL FIREWORKS

DISPLAY (1,027 to 1,269 Shells)	<u>1,103</u>	<u>\$ ----</u>	<u>\$ 12,554.00</u>
Multi-Shot Basins	1,800	----	0.00

OTHER COSTS: Licensed Operator & Crew, \$10 Mil. Ins. Coverage \$ ---- \$ 5,529.56

TOTAL BASE OFFER: \$ 18,083.56

TAXES: (7.3%) \$ 916.44

SHIPPING: \$ 1,000.00

TOTAL OFFER AMOUNT: \$ 20,000.00

4. Prompt Payment Terms: _____

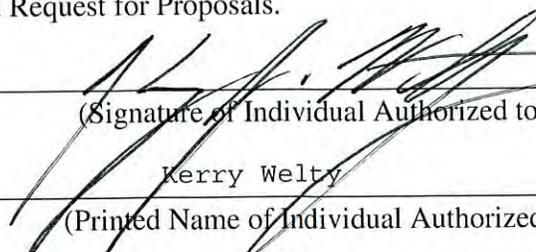
5. Receipt of Addenda. Offeror acknowledges receipt of the following Solicitation Addendum:

<u>Addendum No.</u>	<u>Date</u>
One	4/9/12
_____	_____
_____	_____

6. Other Information Requested (see Evaluation Criteria): _____

7. Intent to be Bound by Offer:

Offeror hereby certifies that by signing and submitting this offer, that they have read and fully understand, and will comply with, said Request for Proposals.



 (Signature of Individual Authorized to Sign Bid)
 Kerry Welty

 (Printed Name of Individual Authorized to Sign Bid)

EXHIBIT C
REFERENCES, CERTIFICATIONS AND LICENSES SECTION

1. **Customer References.** Offeror shall list at least four (4) references of other governmental agencies within the State of Arizona to which Offeror has supplied similar goods or services.

- 1) Name of Agency: City of Benson
Contact Name: Bob Nilson Title: Benson's Visitor Center
Phone Number: 520-586-4293 Email: bob@bensonvisitorcenter.com
Address: P.O. Box 167, Benson, AZ 85602
- 2) Name of Agency: City of Prescott
Contact Name: Becky Garvin Title: Special Events Coordinator
Phone Number: 928-777-1189 Email: becky.garvin@cityofprescott.net
Address: 201 S. Cortez, Prescott, AZ 86302
- 3) Name of Agency: City of Maricopa
Contact Name: Pattie LaCombe Title: Purchasing-Buyer
Phone Number: 520-316-6859 Email: patricia.lacombe@maricopa-az.gov
Address: 45145 W. Madison Ave., P.O. Box 610, Maricopa, AZ 85139
- 4) Name of Agency: City of Peoria
Contact Name: Chris Easom Title: Sports Complex Manager
Phone Number: 623-773-8701 Email: chris.easom@peoriaaz.gov
Address: 16101 N. 83rd Ave., Peoria, AZ 85382

2. **Fire District/Department References.** Offeror shall list at least three (3) Municipal or District Fire Departments within the State of Arizona who would provide authentication, proof of working relationship and contact for purposes of recommendation.

- 1) Name of Agency: Salt River Fire Department
Contact Name: Dave Ott Title: Deputy Fire Marshal
Phone Number: 480-362-7929 Email: david.ott@srpmic-nsn.gov
Address: 10005 E. Osborn Rd., Scottsdale, AZ 85256
- 2) Name of Agency: Scottsdale Fire Department
Contact Name: Mark Zimmerman Title: Assistant Fire Marshal
Phone Number: 480-312-1853 Email: mzimmerman@scottsdaleaz.gov

Address: 8401 E. Indian School Rd., Scottsdale, AZ 85251

3) Name of Agency: Mesa Fire & Medical Department

Contact Name: Marcina Sunderhaus Title: Assistant Fire Marshal

Phone Number: 480-644-5174 Email: cina.sunderhaus@mesaaz.gov

Address: 13 W. First Street, Mesa, AZ 85201

3. **Certified Shooters.** Offeror shall provide a list of all qualified "Shooters" (attach a separate sheet if necessary).

1) Individual's Name: Dave Pollock-Head Pyro

Address: 606 W. Trails End, Cottonwood, AZ 86326

Phone Number: 928-202-6787 City of Phoenix Certification Number: 10-202

Number of Qualified Shows in the State of Arizona: 60

2) Individual's Name: Bob Haskill

Address: 817 N. 7th St., Cottonwood, AZ 86326

Phone Number: 928-634-7077 City of Phoenix Certification Number: X See Note Below

Number of Qualified Shows in the State of Arizona: 25

3) Individual's Name: Laura Pollock

Address: 606 W. Trails End, Cottonwood, AZ 86326

Phone Number: 928-202-6787 City of Phoenix Certification Number: X See Note Below

Number of Qualified Shows in the State of Arizona: 40

4) Individual's Name: Gary Stephens

Address: 3700 Amestoy Ct., Modesto, CA 95355

Phone Number: 209-551-3700 City of Phoenix Certification Number: X See Note Below

Number of Qualified Shows in the State of Arizona: 25

X-City of Phoenix certifies Head Pyros, Assistant Shooters are not certified.
This is the common industry and AHJ practice.

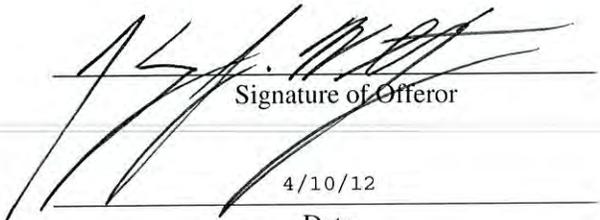
4. **Licenses.** Offeror shall provide their respective Federal License with the Bureau of Alcohol, Tobacco, Firearms and Explosives. The license must be current.

License Number: 9-AZ-013-53-3L-00322 Expiration Date: 11/1/2013

EXHIBIT D
CERTIFICATE OF INSURABILITY

I hereby certify that as an Offeror to City of Cottonwood (City) for Solicitation No. 2012-PR-01, Fireworks Display Services, 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.



Signature of Offeror

4/10/12

Date

Fireworks Productions of Arizona

Company

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.

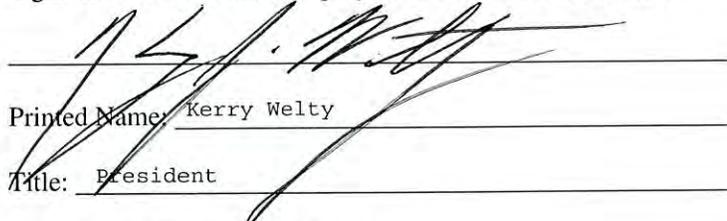
By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:		
Name (as listed in the contract): Fireworks Productions of Arizona		
Street Name and Number: 17034 S. 54th St.		
City: Chandler	State: AZ	Zip Code: 85226

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: Kerry Welty

 Title: President

 Date (month/day/year): 4/10/12

**EXHIBIT G
DISCLOSURE OF RESPONSIBILITY STATEMENT**

- A. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
None

- B. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the contractor.
None

- C. List any convictions or civil judgments under state or federal antitrust statutes.
None

- D. List any violations of contract provisions such as failing to perform (without good cause), or unsatisfactory performance, in accordance with the specifications of a contract.
None

- E. List any prior suspensions or debarments by any governmental agency.
None

- F. List any contracts not completed on time.
None

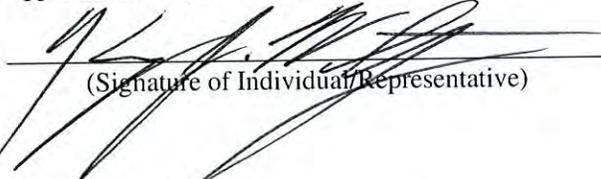
- G. List any penalties imposed for time delays and/or quality of materials and workmanship.
None

- H. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
None

I, Kerry Welty, as President
Name of individual Title & Authority

of Fireworks Productions of Arizona, declare under oath that the above statements, including
Company Name

any supplemental responses attached hereto, are true.

By: 
(Signature of Individual/Representative)

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

On this the 10th day of April, 2012, before me, the undersigned NOTARY PUBLIC, personally appeared Kerry Welty, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

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


 NOTARY PUBLIC
 My Commission Expires: July 14, 2013

SEAL



Section B.

Company History
References



COMPANY HISTORY & EXPERIENCE

Fireworks Productions of Arizona, has been providing safe, spectacular fireworks presentations for the state of Arizona since 1953. We are a full service provider, which handles all of the details required to plan, set-up and discharge a successful fireworks display.

Since the year 2000, and in most cases much earlier, FPA has provided comparable services for comparable budgets and larger every year to the present for:

Tempe Town Lake
City of Peoria
Luke Air Force Base-Goodyear
City of Surprise
Chandler Lions Club
City of Tucson-A Mountain
City of Cottonwood

Mesa Sertoma Club
Paradise Casino-Yuma
Pleasant Harbor Marina-Lake Pleasant
City of Phoenix-Maryvale
Phoenix Country Club
Arizona Country Club
Queen Creek Kiwanis

FPA produces over 500 displays a year.

FPA is licensed with the Bureau of Alcohol, Tobacco and Firearms.

FPA is registered carrier with the US Department of Transportation

FPA complies with all regulations for Fireworks Display outlined in the National Fire Protection Agency, Chapter 1123, for outdoor displays.

FPA carries \$10,000,000.00 in General Liability Insurance.

The general aggregate applies per project/per location.

FPA carries \$10,000,000.00 in automobile liability insurance.

FPA carries \$9,500,000.00 Workman's Compensation Insurance.

FPA is a member in good standing with:

The American Pyrotechnics Association
NFPA National Fire Prevention Association
The Pyrotechnic Guild International
National Fireworks Association
Ahwatukee Foothills Chamber of Commerce
Phoenix Convention and Visitors Bureau
Arizona Parks and Recreation Association
Arizona Better Business Bureau



A+
Accreditation



Section C.

ATF Licenses





DEPARTMENT OF THE TREASURY - BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

LICENSE/PERMIT (18 U.S.C. CHAPTER 40, EXPLOSIVES)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555) you may engage in the activity specified in this license/permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNING" and "NOTICES" on back.

DIRECT ATF CORRESPONDENCE TO Christopher R. Reeves Chief, Federal Explosives Licensing Center (FELC) Bureau of Alcohol, Tobacco, Firearms and Explosives 244 Needy Road Martinsburg, West Virginia 25405 Telephone: 1-877-283-3352 Fax: 1-304-616-4401

LICENSE/PERMIT NUMBER 9-AZ-013-54-3L-00322

EXPIRATION DATE November 1, 2013

NAME FIREWORKS PRODUCTIONS OF ARIZONA

Premises Address CHANGES? You must notify the FELC at least 10 days before the move 17034 S 54TH ST CHANDLER, AZ 85226-

TYPE OF LICENSE OR PERMIT 54-USER OF FIREWORKS (DISPLAY)

CHIEF, FEDERAL EXPLOSIVES LICENSING CENTER (FELC) Christopher R. Reeves Christopher R. Reeves

PURCHASING CERTIFICATION

I certify that this is a true copy of a license/permit issued to me to engage in the activity specified.

Handwritten signature of Christopher R. Reeves

(SIGNATURE OF LICENSEE/PERMITTEE)

The licensee/permittee named herein shall use a reproduction of this license/permit to assist a transferor of explosives to verify the identity and status of the licensee/permittee as provided in 27 CFR Part 555. The signature on each reproduction must be an ORIGINAL signature.

Mailing Address CHANGES? You must notify the FELC at least 10 days before the change

FPA, LTD FIREWORKS PRODUCTIONS OF ARIZONA 17034 S 54TH ST CHANDLER, AZ 85226-



DEPARTMENT OF THE TREASURY - BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

LICENSE/PERMIT (18 U.S.C. CHAPTER 40, EXPLOSIVES)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555) you may engage in the activity specified in this license/permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNING" and "NOTICES" on back.

DIRECT ATF CORRESPONDENCE TO Christopher R. Reeves Chief, Federal Explosives Licensing Center (FELC) Bureau of Alcohol, Tobacco, Firearms and Explosives 244 Needy Road Martinsburg, West Virginia 25405 Telephone: 1-877-283-3352 Fax: 1-304-616-4401

LICENSE/PERMIT NUMBER 9-AZ-013-51-3L-00321

EXPIRATION DATE November 1, 2013

NAME FIREWORKS PRODUCTIONS OF ARIZONA

Premises Address CHANGES? You must notify the FELC at least 10 days before the move 17034 S 54TH ST CHANDLER, AZ 85226-

TYPE OF LICENSE OR PERMIT 51-IMPORTER OF FIREWORKS (DISPLAY)

CHIEF, FEDERAL EXPLOSIVES LICENSING CENTER (FELC) Christopher R. Reeves Christopher R. Reeves

PURCHASING CERTIFICATION

I certify that this is a true copy of a license/permit issued to me to engage in the activity specified.

Handwritten signature of Christopher R. Reeves

(SIGNATURE OF LICENSEE/PERMITTEE)

The licensee/permittee named herein shall use a reproduction of this license/permit to assist a transferor of explosives to verify the identity and status of the licensee/permittee as provided in 27 CFR Part 555. The signature on each reproduction must be an ORIGINAL signature.

Mailing Address CHANGES? You must notify the FELC at least 10 days before the change

FPA, LTD FIREWORKS PRODUCTIONS OF ARIZONA 17034 S 54TH ST CHANDLER, AZ 85226-

Section D.

Proof of Insurance
Sample



City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	May 1, 2012
Subject:	Well 4 Emergency Replacement
Department:	Development Services
From:	Roger Biggs, Utility Department Administrative Manager

REQUESTED ACTION

Consider ratification of the Well Four Emergency Replacement

SUGGESTED MOTION

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

I move to ratify the Well 4 Emergency Replacement by KP Ventures at a cost of \$59,250.33.

BACKGROUND

BACKGROUNDThe operation of Well Four at 6th and Cherry Streets is essential to maintain potable water and fire fighting supply to Verde Valley Medical Center and adjacent areas. This well had a catastrophic failure on April 6, 2012 and KP Ventures, who has consistently had the lowest cost on non-emergency well work for the city, was able to respond within 2 hours to begin removing the damaged pump, motor and drop pipe. According to staff research this well has not been pulled since 1997 so in keeping with past practice, the well pump and motor, drop pipe, check valves and electrical cabling were all replaced and a stainless steel air line was installed to allow staff to monitor static and pumping water levels. Per city procurement policy, the city manager was consulted regarding the emergency and kept apprised of the replacement process.

JUSTIFICATION/BENEFITS/ISSUES

Wells 4 and 7 are located on either side of 6th Street at its intersection with Cherry Street. Both wells require arsenic treatment prior to entering the distribution system, so due to their proximity there is a central arsenic treatment facility for both wells which is located adjacent to Well Seven. To properly operate the treatment system, both wells should be operating simultaneously for effective arsenic removal to take place. Therefore, a loss of either well requires that the second well be taken offline. During cool weather periods of low demand, other nearby wells can easily compensate for this loss in production. However the day Well Four failed was just prior to a warm weekend which included the Easter Holiday which is historically a high water use day. Therefore the immediate replacement of this well was a high priority.

COST/FUNDING SOURCE

Enterprise funds.

ATTACHMENTS:

Name:	Description:	Type:
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No Attachments Available

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



 Print

Meeting Date:	May 1, 2012
Subject:	Renewal of Turf Paradise's Off-Track Pari-mutuel Wagering License for Stromboli's Restaurant.
Department:	City Clerk
From:	Marianne Jimenez, City Clerk

REQUESTED ACTION

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

SUGGESTED MOTION

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

"I move to recommend renewal of an off-track pari-mutuel wagering license for Turf Paradise at Stromboli's Restaurant located at 321 South Main Street from June 1, 2012 through May 31, 2015."

BACKGROUND

On February 7, 2012, the City Council approved an off-site pari-mutuel wagering site for Turf Paradise at Stromboli's Restaurant which expires May 31, 2012.

David Johnson, the Vice President and Assistant General Manager, acting as Agent for Stromboli's Restaurant, has sent a letter requesting approval from the City Council, as required by the Arizona Department of Racing, for renewal of Turf Paradise's off-track pari-mutuel wagering site at Stromboli's Restaurant. The renewal is being requested for the time period of June 1, 2012 through May 31, 2015.

JUSTIFICATION/BENEFITS/ISSUES

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:

Description:

Type:

 [5-1-12 Turf Paradise Renewal Request.pdf](#)

Letter from Turf Paradise

Cover Memo

Turf Paradise

April 9, 2012

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

Dear Marianne,

Turf Paradise is hereby requesting to renew its Off-track Parimutuel Wagering license for Stromboli's Restaurant, located at 321 S. Main Street, Cottonwood, Arizona. Turf Paradise is currently in the process of renewing its Permit to Operate Additional Wagering Facilities with the Arizona Department of Racing. The term of the permit applied for is from June 1, 2012 thorough May 31, 2015. Therefore, we ask that the term of the license for Stromboli's Restaurant be valid until that date. A copy of the Permit to Operate Additional Wagering Facilities will be forwarded to upon receipt.

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

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

David Johnson
Vice President



Turf Paradise



City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	May 1, 2012
Subject:	Participation Agreement for Sector Partners-- O'Connor House Centennial Voter Engagement Project.
Department:	City Clerk
From:	Marianne Jimenez, City Clerk

REQUESTED ACTION

Council consideration of a request to approve a Participation Agreement for Sector Partners of the O'Connor House Centennial Voter Engagement Project.

SUGGESTED MOTION

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

"I move to approve the Participation Agreement for Sector Partners of the O'Connor House Centennial Voter Engagement Project."

BACKGROUND

Mayor Jones was contacted by representatives of the Centennial Voter Engagement Project which is a part of the O'Connor House Centennial Voter Engagement Project. The Voter Engagement Project's aim is: "To promote increased educated voter participation to ensure good government for the people of Arizona's second century."

They are requesting the city become a partner of their project and in doing so they ask that a Participation Agreement be signed. A representative will be at the meeting to give a presentation and further explain the project.

JUSTIFICATION/BENEFITS/ISSUES

Increase voter participation in elections.

COST/FUNDING SOURCE

ATTACHMENTS:

Name:	Description:	Type:
 5-1-12_O_Connor_House_Participation_Agreement.doc	Sector Partner Participation Agreement	Cover Memo



Participation Agreement for Sector Partners

O'Connor House Centennial Voter Engagement Project

On behalf of (organization) _____, as Mayor I understand:

1. The O'Connor House Arizona Centennial Voter Engagement Project is a project of O'Connor House, and that as a Sector Partner, I will honor its vision, mission and the laws governing nonprofits.
2. The Centennial Voter Engagement Project is committed to the O'Connor House Vision *To create an Arizona where important policy decisions are made through a process of civil discussion, critical analysis of facts and informed participation of all citizens.*
3. O'Connor House is dedicated to using civil talk that leads to civic action and that the Centennial Voter Engagement Project embodies the process of convening, collaboration, and catalyzing action at the grass roots level to reach its goals.
4. The Centennial Voter Engagement Project is a nonpartisan effort as directed by laws regulating nonprofits.
5. Neither the name of Justice Sandra Day O'Connor nor O'Connor House may be used in conjunction with fundraising for any Sector Partner.
6. My organization will assist to identify and recommend citizens from the communities I serve that could become local teams to assist with registration, "getting out the vote" or related work to implement the strategies.
7. I give The O'Connor House Centennial Voter Engagement Project Executive Committee permission to list my name and/or organization as a Partner on its website or related marketing materials.

I have read the above and further understand that the "Participation Agreement for Sector Partners" sets forth the minimum expectations for performance in promoting increased educated voter participation to ensure good government of the people for Arizona's 2nd Century.

Diane Joens, Mayor
City of Cottonwood

Date

Phone, mailing address, preferred email

Please mail, fax or email to: O'Connor House c/o Elva Coor, Chair of the Centennial Voter Engagement Project 1300 North College Avenue, Phoenix, AZ 85281 Fax: 480-829-9008 elva@oconnorhouse.org

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	May 1, 2012
Subject:	Reimbursement Resolution Number 2641 - Licensed Microwave System
Department:	Administrative Services
From:	Jesus R. Rodriguez, CGFM, Administrative Services General Manager

REQUESTED ACTION

Staff requests that Council review and consider approval of Resolution Number 2641, reimbursing the City's General Fund for the purchase of the Licensed Microwave System.

SUGGESTED MOTION

I move to approve Resolution Number 2641, reimbursing the City's General Fund for the purchase of the Licensed Microwave System.

BACKGROUND

The IT department has been looking at cost effective ways to improve our inter-connectivity between the various departments as well as improve our internet service. As you are well aware, over the past few years the City of Cottonwood has greatly improved how we do business internally as well as on the web.

We now use Facebook and are continually posting more information on the City website. Most of our phone systems are now Voice-Over-Internet-Protocol or VoIP and have greatly reduced our dependance with Century Link. We are upgrading our servers in the near future and will see even better service and connectivity.

With all these improvements our system wide internet backbone was struggling to keep up with the increased demands of the system. After some research, the City IT department teamed up with Merit Technologies, after obtaining quotes, to develop a Citywide Microwave Network.

The system uses microwaves to transit information from point-to-point without the need for cable or a service provider. The system is both more efficient as well as cost effective.

As to the need for the reimbursement resolution, that is derived from some delays in the funding of the lease purchase escrow which is being resolved by city staff.

JUSTIFICATION/BENEFITS/ISSUES

IT has improved the speed of our internet as well as virtually eliminated the dropping of calls as experienced with the previous system. We will see some significant cost savings with this new system.

COST/FUNDING SOURCE

Currently the General Fund has paid for this system and this will allow a reimbursement once the lease purchase issues are addressed.

ATTACHMENTS:

Name:

Description:

Type:

 [res2641.doc](#)

Resolution Number 2641

Resolution Letter

RESOLUTION NUMBER 2641

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, DECLARING, FOR PURPOSES OF SECTION 1.150 2 OF THE FEDERAL TREASURY REGULATIONS, THE CITY'S OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATING TO THE CITY'S LICENSED MICROWAVE SYSTEM.

WHEREAS, the City of Cottonwood, Arizona, a political subdivision of the State of Arizona ("City"), is authorized and empowered pursuant to law to issue or cause to be issued obligations to finance the costs of various capital facilities and equipment owned or to be owned by the City; and

WHEREAS, it is contemplated that certain expenditures made by the City with regard to capital facilities and equipment owned or to be owned by the City will be reimbursed from the proceeds of the sale of obligations to be issued in the future by or on behalf of the City.

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

Section 1. Definitions. The following terms shall have the meanings assigned thereto as follows:

"Capital Expenditure" means a cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

"Official Intent" means a declaration of intent of the City to reimburse an original expenditure with proceeds of an obligation.

"Original Expenditure" means a capital expenditure for a governmental purpose that is originally paid from a source other than a reimbursement bond.

"Reimbursement Bond" means the portion of an issue of obligations allocated to reimburse an original expenditure that was paid before the issue date of such issue.

RESOLUTION NUMBER 2641

Page 2

Section 2. Official Intent. This Resolution expresses the City's official intent relating to reimbursement for the original expenditures associated with the acquisition of a certain Licensed Microwave System purchased by the City. The maximum principal amount of obligations (including the reimbursement bonds for such purposes) to be issued for this project will not exceed \$30,000.00 (Thirty Thousand and no/100 Dollars).

Section 3. Reasonableness of Official Intent. On the date of this Resolution, the Mayor and Council of the City have a reasonable expectation (the term being defined as the expectation that a prudent person in the same circumstances would have based on all the objective facts and circumstances) that the City will reimburse such original expenditures with proceeds of obligations to be issued by the City in the near future. Moreover, official intents have not been declared by the Mayor and Council of the City as a matter of course or in amounts substantially in excess of the amounts necessary for such projects; and the City does not have a pattern of failing to reimburse actual original expenditures covered by official intents.

Section 4. Reimbursement Period. The City intends to reimburse the original expenditures within 18 months after the later of the date that the original expenditure was paid or the date the project was placed in service, and shall in any event do so within 3 years after such date.

Section 5. Public Record. This Resolution shall be included as of the date hereof in the publicly available official records of the City, such records being maintained and supervised by the Clerk of the City, and shall remain available for public inspection during regular business hours.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA THIS 1ST DAY OF MAY 2012.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	May 1, 2012
Subject:	Award of contract for Professional Auditing Services.
Department:	Administrative Services
From:	Lisa Elliott, Purchasing Manager Via: Rudy Rodriguez, Administrative Services General Manager

REQUESTED ACTION

Staff is requesting that Council award the contract for Professional Auditing Services to Heinfeld, Meech & Co, PC for three (3) fiscal years beginning with the fiscal year ending June 30, 2012 with an option to audit the City's financial statements for each of the two (2) subsequent fiscal years.

SUGGESTED MOTION

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

I move to award the contract for Professional Auditing Services to Heinfeld, Meech & Co, PC for three (3) fiscal years beginning with the fiscal year ending June 30, 2012 with an option to audit the City's financial statements for each of the two (2) subsequent fiscal years, and authorize the Administrative Services General Manager to execute the Contract for Services.

BACKGROUND

Staff issued a Request for Proposals for Professional Auditing Services in March 2012 to obtain audit services for the performance of the City's annual financial audit and single audit of state and federal grant funds for three (3) fiscal years beginning with the fiscal year ending June 30, 2012. This solicitation offered an option to audit the City's financial statements for each of the two (2) subsequent fiscal years if desired by the City.

Seven (7) proposals were received. An evaluation team of three (3) staff members individually reviewed the proposals and ranked them based on the criteria as established in the Request for Proposals. Heinfeld, Meech & Co, PC was ranked as the firm believed to be the best suited to perform the auditing services for the City.

The maximum price proposal for the audit of the City's financial statements submitted by Heinfeld, Meech & Co, PC for each of the fiscal years is as follows:

Fiscal Year Maximum Price Proposal

2012 \$29,996
2013 \$33,950 (including the Court's triennial audit) 2014 \$30,762
2015 \$31,685
2016 \$37,019 (this includes the Court's triennial audit)

JUSTIFICATION/BENEFITS/ISSUES

The award of the contract for Professional Auditing Services to Heinfeld, Meech & Co, PC will result in a cost savings of approximately \$8,804 in the first year as compared to the amount estimated in the FY2011 audit engagement letter.

COST/FUNDING SOURCE

The cost of the Professional Auditing Services is a budgeted item in the Finance Department's budget. The Court audit will be budgeted in the Court's budget.

ATTACHMENTS:

Name:	Description:	Type:
 Combined_Scoring_Matrix.pdf	Combined Scoring Matrix	Backup Material

Combined Scoring Matrix

Professional Auditing Services Scoring Matrix					
Firm	Evaluator RR	Evaluator KL	Evaluator DB	Price (Max 30 Points)	Total Points
CliftonLarsonAllen LLLP	65	78	74	24	241
Colby & Powell PLC	65	79	70	20	234
Heinfeld, Meech & Co PC	75	79	77	30	261
Henry & Horne LLP	80	76	77	22	255
Integrated Accounting Services LLC	50	72	64	18	204
Lumbard & Associates PLLC	70	69	60	26	225
Miller, Allen & Co PC	55	78	61	28	222

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	May 1, 2012
Subject:	Mingus Avenue Reconstruction
Department:	City Clerk
From:	Morgan Scott

REQUESTED ACTION

Consider award of the contract for the reconstruction of Mingus Avenue from Hwy 89A to Willard Street.

I

SUGGESTED MOTION

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

I move to accept the request from the low bidder Grady's Quality Excavating to withdraw their bid and award the contract to the next lowest and responsive bidder, Blucor Contracting, for a corrected bid amount of one million, eight hundred twenty-four thousand sixty-five dollars and seventy-five cents (\$1,824,065.75).

BACKGROUND

The reconstruction of Mingus Avenue from State Highway 89A to Willard Street has been in design for over three years and involves the construction of a roundabout at the intersection of Mingus Avenue and Willard Street. Because of its proximity to Cottonwood Middle and Elementary Schools, the roundabout has to be constructed during the summer recess to avoid negative impacts to the schools and children they serve which makes award of the contract time sensitive. If the bid is not awarded in the very near future the window of opportunity to construct the roundabout during the summer school recess will be missed and the project delayed substantially. Complex and time consuming property acquisitions for easements and rights-of-way to construct this project have recently been finalized and the project was advertised and eight bids were received by the due date of April 17, 2012.

The bids ranged from a low bid of \$1,589,201.30 to a high bid of \$2,467,142.15. The low bid from Grady's Quality Excavating was reviewed and found to contain some irregularities including a bid bond in an amount less than the required ten percent (10%) and not listing an investigation of one of their projects by the Arizona Registrar of Contractors. Staff did some further due diligence research and discovered Grady's was involved in some litigation in 2011

involving construction bid bonds. Staff contacted Grady's, after consulting with the City Manager and the City Attorney, and requested they meet with staff to discuss the irregularities. It was at this meeting that representatives from Grady's told staff that their surety company was not going to supply the required performance and payment bonds in the full amount of their bid price. Grady's indicated that their surety had told them verbally they would supply the bonds in the proper amount, however; did not do so when requested as a component of their bid submission. Grady's then requested that they be allowed to withdraw their bid which is documented in the attached letter request from Grady's.

Staff then began a review of the second lowest bid submitted from Blucor Construction and found it to be responsive. Staff did discover a mistake in their extension of the unit pricing which increased the total bid amount for Blucor by \$4,762.50. The due diligence research did not uncover anything to indicate Blucor is not a viable candidate for award of the contract for this project and a meeting was convened to ensure they were able to comply with the bid specifications and contract. Subsequent to this meeting, staff is confident that Blucor has both the ability and resources to construct this project and recommends they be awarded the contract.

JUSTIFICATION/BENEFITS/ISSUES

Reconstruction of Mingus Avenue from Hwy 89A to Willard Street has been a top priority of Council and the lowest responsive bid is well below the engineer's estimate of approximately \$2,300,000.

COST/FUNDING SOURCE

- Capital Reserve Fund
- Utility Enterprise Fund (potable water and reclaimed water lines)

ATTACHMENTS:

Name:	Description:	Type:
5-1-12_Gradys_Bid_Withdrawal_Request.pdf	Bid Withdrawal Request from Grady's	Cover Memo
5-1-12_Mingus_Avenue_Tabulation_Form_(2).pdf	Bid Tabulation Sheet	Cover Memo



14785 E. White Drive • Dewey, Arizona 86327

(928) 445-0931 • Fax: (928) 445-5793

April 24, 2012

Attn: Lisa Elliott, Purchasing Div.
City of Cottonwood
816 N. Main Street
Cottonwood, AZ 86326

Re: Mingus Avenue Improvements / 2012-PW-17

Dear Ms. Elliott,

Regretfully, I am sending this letter to request that our bid on the above project, which was submitted on April 9, 2012, be withdrawn due to an issue beyond our control. It is our clear understanding that our surety company will not honor our bid of \$1.589 million dollars for the Mingus round-about project. Although we feel comfortable with our bid price, we believe that a full release from you to us would be in the best interest of all parties. We intend to be competitive on future projects and look forward to working with you. Again, we thank you for your understanding and if a release is granted, please acknowledge this in an email or letter form as soon as possible.

Respectfully Submitted,

Cheryl Hopson, VP

Cc: Troy Odell, PE; Daniel J. Lueder

City of Cottonwood

SOLICITATION TABULATION

Project Name: Mingus Avenue Improvements

Solicitation Number: 2012-PW-17

Solicitation Opening Date: April 9, 2012 at 2:00 p.m.

Firm Name	Bid Amount?	Addendum Acknowledged?	Contract?	Bid Bond?	Exhibits (B-J/K)
Grady's Quality Excavating	\$1,589,201.30	Y	Y	Y	Y
J. Banicki Construction, Inc.	\$2,269,089.00	Y	Y	Y	Y
Asphalt Paving & Supply, Inc.	\$2,235,464.86	Y	Y	Y	Y
Blucor Contracting	\$1,819,303.25	Y	N	Y	Y
Fann Contracting	\$2,011,355.00	Y	N	Y	Y
Intermountain West Civil Constructors, Inc.	\$2,194,518.60	Y	Y	Y	Y
Arizona Northern Equipment	\$2,278,200.00	Y	Y	Y	Y
Carson Construction Company	\$2,467,142.15	Y	Y	Y	Y

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	May 1, 2012
Subject:	Ordinance Number 586--First Reading.
Department:	Development Services
From:	George Gehlert, Community Development Director

REQUESTED ACTION

Consider approval of a requested zoning map change from C-1 (light commercial) and AR-43 (agricultural/residential) to C-2 (heavy commercial) to enable the development of a Discount Tire Store.

SUGGESTED MOTION

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

N/A--First reading of Ordinance.

BACKGROUND

On April 16, 2012, the Planning and Zoning Commission recommended approval of the requested zone change and associated Design Review approval. Attached for your review is the related P&Z memo, graphics and community involvement summary.

JUSTIFICATION/BENEFITS/ISSUES

Discount Tire is a widely known company specializing in wheels and tires and will provide an additional option for Cottonwood and the surrounding area. They provide free flat repair and nationwide warranty which will be a benefit to both locals and tourists visiting the area.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
 Z_12-001_Discount_Tire.doc	P&Z Memo	Cover Memo
 DISCOUNT LETTER OF INTENT.pdf	Letter of Intent	Cover Memo
 Discount_Tire_Landscaping.pdf	Site Plan / Landscaping	Cover Memo

DISCOUNT_COLOR_ELEVS_2D.pdf	Color Elevations	Cover Memo
DISCOUNT_STREETSCAPE.jpg	Streetscape	Cover Memo
DISCOUNT_NEIGHBORHOOD_INV.pdf	Neighborhood Involvement	Cover Memo
DISCOUNT_COLOR_ELEVS_3D.jpg	3D Color Elevation	Cover Memo
DISCOUNT_SOUND_STUDY.pdf	Sound Study	Cover Memo
ord586.doc	Ordinance Number 568	Ordinance



STAFF MEMO

TO: Planning and Zoning Commission

FROM: George Gehlert, Community Development Director

FOR: Hearing of April 16, 2012

SUBJECT: **Z-12-001 Zone Change / Design Review for Discount Tire Proposal**

Consideration of a request for a zoning change from C-1 (Light Commercial) and AR-43 (Agricultural / Residential) to C-2 (Heavy Commercial) on a 1.2 acre site located along the south side of SR 89A, approximately 200 feet west of its intersection with South 12th Street. The request also includes consideration of the associated Design Review application for a 7,000 sq.ft. Discount Tire retail facility and service garage, access, parking and landscaping improvements. Address: 1175 E 89A. APN 406-05-036Q and 406-05-036R. Applicant: DHB Real Estate LLC / Discount Tire. Agent: Sterling Margetts.

The site was formerly the location of Allan's Used Car Sales. The applicants plan to demo the existing site and redevelop it as a Discount Tire retail store and service garage. The intended use of the service garage is for tire service only.

The site is part of a light commercial (C-1) zone located next to AutoZone. Other auto-oriented services are also located nearby. The C-1 zone does not permit auto service garages, therefore either a zone change or Conditional Use Permit is required to accommodate this request. The Commission has the option of approving either.

The entry to the site is shared with the neighboring property to the south. As part of this proposal, ADOT will require a driveway access restriction which prevents left turns out of the property onto the highway. However, the "banana" style island required at the entry will allow left turns into the facility.

The subject property includes two parcels, one of which is a narrow 30' strip at the rear of the larger parcel. A masonry wall and heavily landscaped buffer area has been proposed along the south boundary of this parcel as a buffer between this activity and the residential zone located to the south.

The building would be placed at the front of the property with parking located along the side and at the rear. The facility features a two-tone brick and stucco façade with much window space at the front of the building as part of an indoor display area. There is some color banding on the building and illuminated red channels letters as part of the sign. The applicant is also proposing to add a canopy across the front above the windows.

The site has been posted and the request advertised as required by Statute. A community meeting was held on March 7th to provide information regarding this proposal. All property owners within 300 feet of the site were notified in writing regarding the proposal, the community meeting, and pending review by P&Z and the City Council. Two of the neighbors were in attendance at the meeting and seemed agreeable to the proposal. Staff has received no written opposition to the request.

ISSUES:

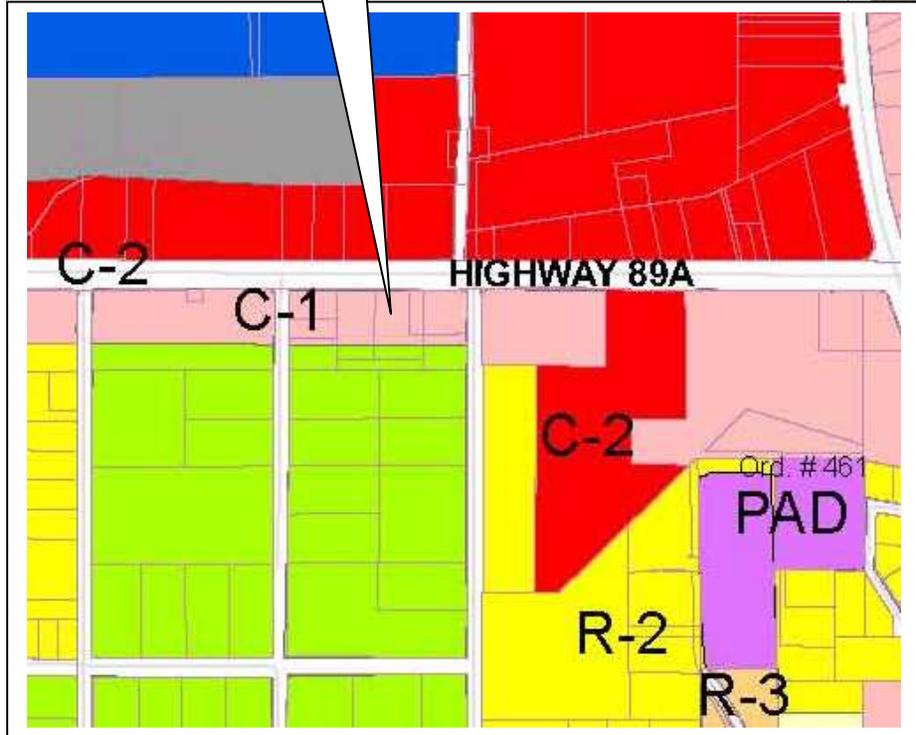
- Garage Noise / Rear Buffer: Due to the typically high volume of activity, garage doors associated with the rear service area are typically left open. There will likely be some noise related impacts. The Commission may wish to discuss this issue with the applicants.
- Traffic calming: There is a criss-cross of different traffic movements that will occur at the driveway entry point just inside the property. The Commission may wish to consider some type of traffic calming to slow vehicles within this zone.
- Window glare: Because the building is located close to and above the street, the combination of large front windows and ceiling lights could offer glare adjacent to the street.

RECOMMENDATION

Staff is supportive of this request and therefore recommends approval of **Z 12-001** and **DR 12-001**, subject to the following stipulations:

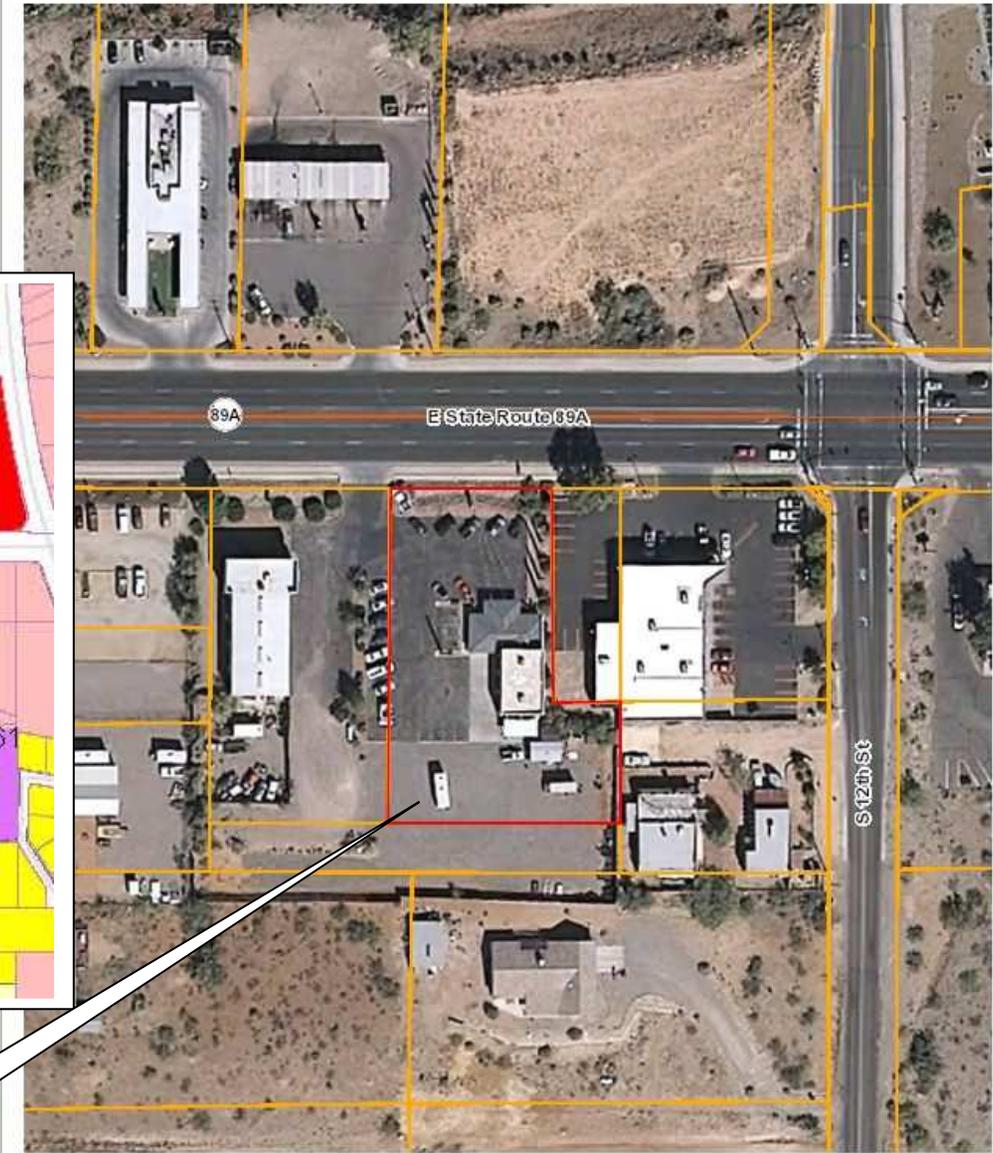
1. That the site be developed in conformance with the letter of intent and site proposal dated 3-19-12 (as may be further modified by the Commission).
2. That the applicant submit a proposal for traffic calming adjacent to the front entry.
3. That the front and side windows be tinted to prevent streetside glare.
4. That all Code Review issues be addressed.
5. Any other stipulations that the Commission deems necessary.

SUBJECT PROPERTY



SUBJECT PROPERTY

Discount Tire



Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.



LETTER OF INTENT/ PROJECT NARRATIVE FOR 1175 E. STATE ROUTE 89A.

March 19, 2012

Introduction

Discount Tire Co. is proposing to construct a tire store (parcels 406-05-036-Q and 406-05-036-R) at 1175 E. State Route 89A in Cottonwood, AZ. The applicant is Sterling Margetts with Kimely-Horn and Associates for the City contact for this project. The property owner is currently DHB Real Estate, LLC, but the property is in escrow with Discount Tire to purchase. This narrative will describe the necessary site characteristics for Design Review and Planning and Zoning submittal.

Site Information

General Information

The proposed Discount Tire site is approximately 1.11 net acres, located at the southwest corner of State Route 89A and 12th Street. The site is currently zoned C-1 and AR-43 and is requested to be rezoned to C-2. The existing site parking and building will be demolished as part of the proposed Discount Tire development

Site Circulation and Parking

The proposed Discount Tire site will be served by a single shared access along State Route 89A. Based upon discussion with ADOT, the driveway entrance will be limited to right-in/left-in/right-out maneuvers only via a curbed island. Parking will be provided along the east and southern portions of the property to serve the Discount Tire building. Cross-access between the proposed Discount Tire and the adjacent Auto Fixation development is currently limited to the driveway entrance per request from Auto Fixation owner. A fire turn-around and delivery area is provided along the south side of the building. All parking areas are proposed to be asphalt concrete with 6" vertical curb.

Drainage

The drainage design for the proposed Discount Tire development will utilize a single surface retention basin along State Route 89A for the storage of on-site runoff. This surface retention basin will retain the difference between the pre (current conditions) and post (proposed Discount Tire site) development for the 100-year storm for a duration equal to the time of concentration, as outlined in the City of Cottonwood Code. Site generated storm water is anticipated to be conveyed via sheet and pipe flow to the proposed surface basin, where it will overtop and bleed off to the existing drainage facilities (ditch, catch basins, and pipe) along State Route 89A. The retention volume provided is anticipated to drain via a low flow bleed off pipe within 24 hours.

Architecture

The architecture for this proposed store is “prototypical” of Discount Tire Stores in Arizona and around the country. This design is contemporary retail, sensibly sustainable and functional. The raised parapet, split-face wainscot, storefront and EIFS pop-outs create a consistent design with rich accents, textures and movement both in vertical and horizontal plane. Per the Code Review meeting a metal awning has been added around the showroom of the building.

Existing Conditions

Existing Improvements/Previous Uses

The site currently consists of an existing auto repair building, asphalt parking lot, and gravel parking area. A single shared access provides access to the site and the adjacent auto repair shop. Pavement, landscape, and building from the previous auto dealer/repair shop use still exist on-site. A portion of these existing improvements will be removed during site development to allow for the proposed Discount Tire Store.

Community Impact

Compatibility with Area

Discount Tire Co. operates a retail business, which engages in the sale and installation of passenger car and light truck tires and wheels. The new facilities are modern, clean and efficient. No heavy mechanical work, such as brakes, shocks, tune ups or drive train repairs are performed. Discount Tire Co. does not utilize any automotive fluids, oils or hazardous wastes.

The footprint of the building is 6,947 square feet which includes the occupancy groups “M” and “S-1”. There are two entrances into the retail area of the building that customers may use, with parking on the east and south sides of the building. The building has six (6) service bays to service cars and light truck for tire and wheel installation Monday through Friday between the hours of 8:00am to 6:00pm, Saturday, 8:00am to 5:00pm, and closed on Sunday. Discount Tire Co

prides itself on being very customer oriented and providing fast, efficient service in a pleasant retail environment.

This proposed Discount Tire development is anticipated to be compatible with the surrounding area. Neighboring the existing Discount Tire Co. Store is an auto repair shop to the east, an AutoZone retail store to the west, and single family residential to the south. A new 6' screen wall and dense landscaping is proposed along the southern property line to isolate the Discount Tire development from the adjacent residential development.

Phasing and Timeline

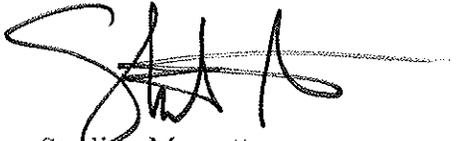
The Discount Tire development will be constructed in a single phase. Construction of the project is anticipated to commence late Summer 2012 with a construction duration of approximately 6 months.

Phasing and Timeline

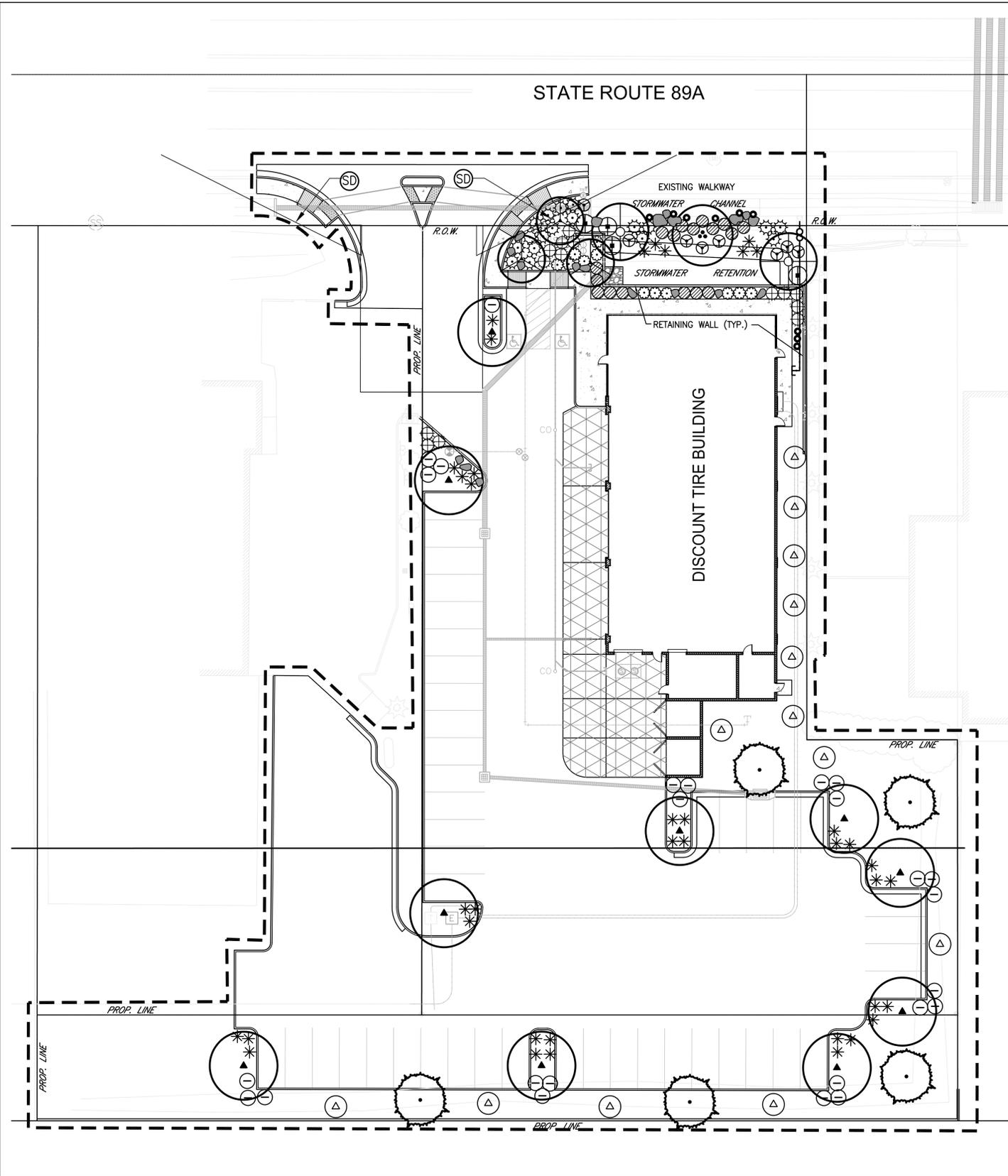
The Discount Tire development will be constructed in a single phase. Construction of the project is anticipated to commence late Summer 2012 with a construction duration of approximately 6 months.

Please feel free to contact me if you have any questions regarding the proposed Discount Tire development at 1175 E. SR89A in Cottonwood, AZ.

Sincerely,

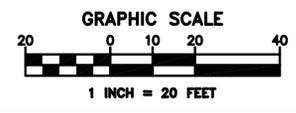


Sterling Margetts



LANDSCAPE MATERIAL LEGEND

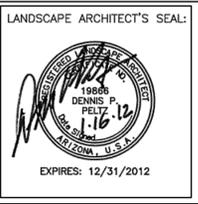
SYMBOL	BOTANICAL NAME/COMMON NAME	SIZE	QUANTITY
TREES			
	CERCIS OCCIDENTALIS WESTERN REDBUD	15 GALLON	2
	GLEDITSIA TRICANTHOS SPP. HONEYLOCUST	15 GALLON	9
	PINUS HALEPENSIS ALLEPO PINE	15 GALLON	5
	QUERCUS GAMBELLII GAMBLE OAK	15 GALLON	1
	MALUS SPP. CRABAPPLE	15 GALLON	3
SHRUBS / GROUND COVERS			
	COTONEASTER APICULATUS CRANBERRY COTONEASTER	5 GALLON	17
	JUNIPERUS SABINA SAVIN JUNIPER	5 GALLON	18
	SPHAERALCEA AMBIGUA GLOBE MALLOW	1 GALLON	8
	MUHLENBERGIA RIGENS DEER GRASS	5 GALLON	38
	HESPERALOE PARVILORA RED YUCCA	5 GALLON	14
	PENSETMON PARRYII PARRY'S PENSTEMON	1 GALLON	9
	LEUCOPHYLLUM SPECIES FLOWERING SAGE	5 GALLON	25
	JUNIPERUS MONOSPERMA ONE SEED JUNIPER	5 GALLON	13
	VIBURNUM x BURKWOODII BURKWOOD VIBURNUM	5 GALLON	4
	ROSMARINUS OFFICINALIS "PROSTRATUS" TRAILING ROSEMARY	1 GALLON	12
SEE NOTES	ROCK GROUND COVER DECOMPOSED GRANITE, 2" MIN. DEPTH, TO BE INSTALLED OVER ALL UNPAVED SITE AREAS. COLOR: EXPRESS BROWN (NEW) MATCH EXISTING LANDSCAPE IN RESTORATION AREAS	1/2" MINUS	15,800 S.F.
	SURFACE SELECT GRANITE BOULDERS		
	2' DIA./0.5 TON BOULDER 2'x2'x2'	EACH	9
	3' DIA./1.0 TON BOULDER 3'x3'x3'	EACH	7
	4' DIA./2.0 TON BOULDER 4'x4'x4'	EACH	3
	LIMIT OF LANDSCAPE IMPROVEMENTS		
	VEHICULAR SIGHT VISIBILITY LANDSCAPE CLEAR ZONE STANDARDS LANDSCAPE PLANTS WITHIN SIGHT DISTANCE CLEAR ZONES SHALL MEET THE FOLLOWING CRITERIA: TREE CANOPIES SHALL BE MAINTAINED AT 10'-0" ABOVE TOP OF CURB, SHRUBS AND GROUND COVER PLANTS SHALL NOT EXCEED 24" ABOVE TOP OF CURB AT MATURITY.		



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NO.	REVISION	DATE

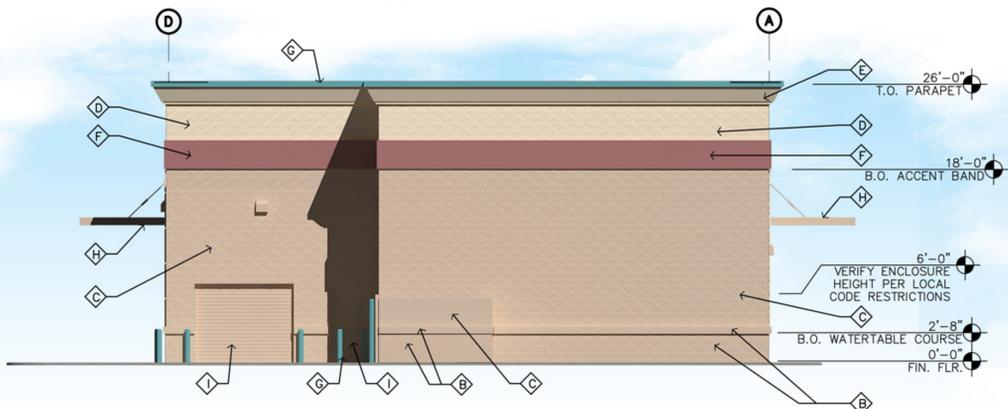
McCloskey ♦ Peltz, Inc.
LANDSCAPE ARCHITECTS
 One West Elliot Road, Suite 110
 Tempe, Arizona 85284-1310
 (480)838-7774 or 838-4777



1175 E. STATE ROUTE 89A
 COTTONWOOD, ARIZONA

JOB NUMBER:
091789022
 PROJECT MANAGER:
DPP
 DRAWN BY:
MPI
 REVIEWED BY: DATE:
DPP 1/16/2012

SHEET TITLE:
**PRELIMINARY
LANDSCAPE CONCEPT
PLANTING PLAN**
 SHEET NUMBER:
1 OF 1



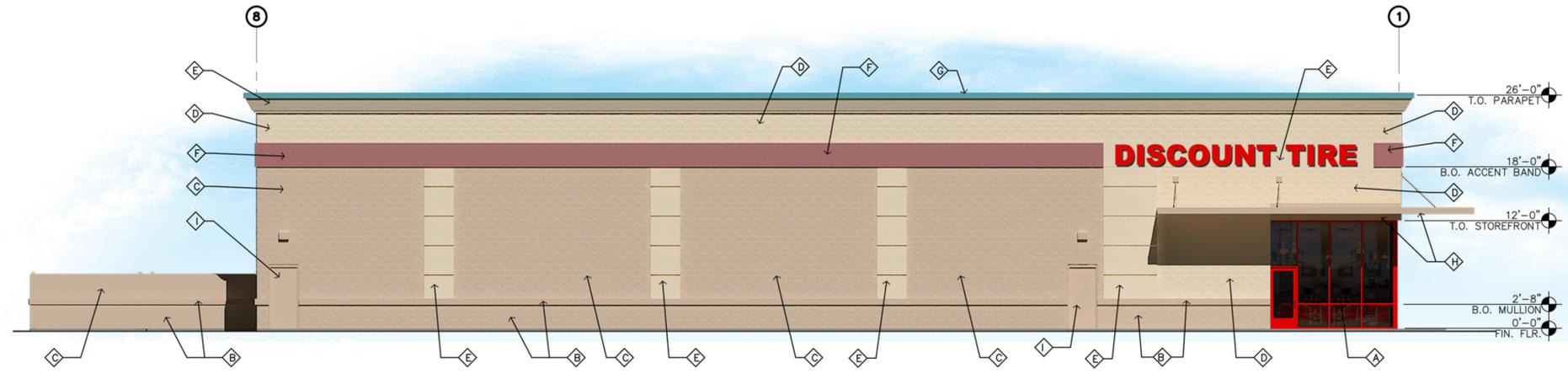
24 BUILDING ELEVATION

SCALE: 1/8" = 1'-0"



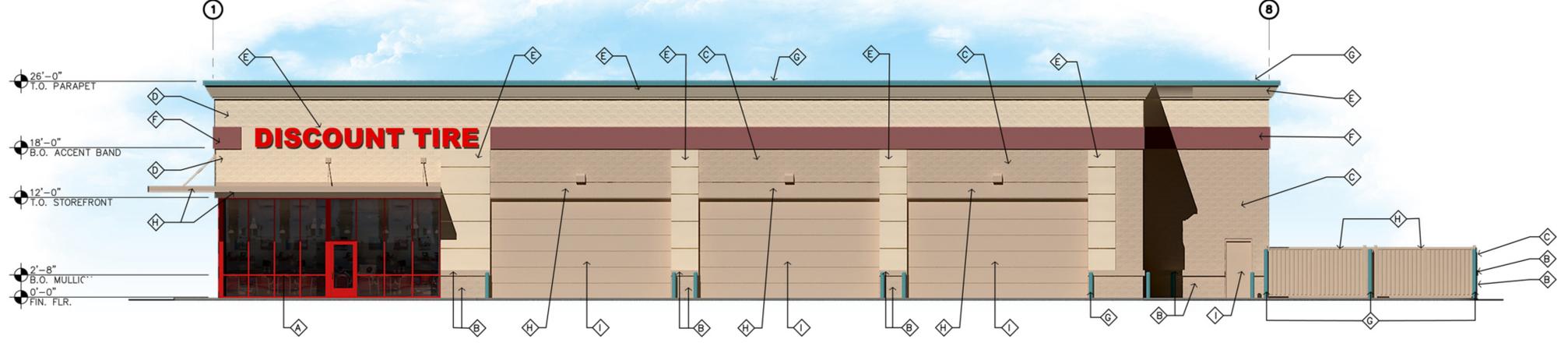
16 BUILDING ELEVATION

SCALE: 1/8" = 1'-0"



22 BUILDING ELEVATION

SCALE: 1/8" = 1'-0"



21 BUILDING ELEVATION

SCALE: 1/8" = 1'-0"

- A** MANUFACTURER'S STANDARD COLOR TO MATCH "BANNER RED"
PPG INDUSTRIES, DURANAR XL "BANNER RED" UC40597XL
- B** INTEGRAL COLOR C.M.U. (SPLIT-FACE OR BURNISHED AS NOTED) TO MATCH "WORSTED TAN"
SAME AS - SHERWIN-WILLIAMS, OAK BARREL, SW 7714
- C** SPLIT-FACE C.M.U. PAINTED TO MATCH "WORSTED TAN"
SAME AS - SHERWIN-WILLIAMS, OAK BARREL, SW 7714
- D** SPLIT-FACE C.M.U. PAINTED "PEACHLIGHT"
SAME AS - SHERWIN-WILLIAMS, CACHET CREAM, SW 6365
- E** INTEGRAL COLOR E.I.F.S. TO MATCH PAINT COLOR "PEACHLIGHT"
SAME AS - SHERWIN-WILLIAMS, CACHET CREAM, SW 6365
- F** INTEGRAL COLOR E.I.F.S. TO MATCH PAINT COLOR "BURGUNDY"
SAME AS - SHERWIN-WILLIAMS, SUNDRIED TOMATO, SW 7585
- G** METAL COPING, FACTORY PAINTED/FINISHED AND BOLLARD, COLOR "TEAL"
SAME AS - SHERWIN-WILLIAMS, GRAND CANAL, SW 6488
- H** EXPOSED STEEL, PAINTED TO MATCH WORSTED TAN
SAME AS - SHERWIN-WILLIAMS, OAK BARREL, SW 7714
- I** H. M. DOOR, COILING DOOR OR OVERHEAD DOOR, PAINTED TO MATCH WORSTED TAN
SAME AS - SHERWIN-WILLIAMS, OAK BARREL, SW 7714

1 MATERIAL / COLOR LEGEND

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NO.	REVISION	DATE



Architectural Resource Team, Inc.
99 East Virginia Ave. Suite 120
Phoenix Arizona 85004-1195
602-307-5399 Voice
602-307-5409 Fax
www.art-team.com

ARCHITECT'S SEAL:

FIRM'S SEAL:

ENGINEER'S SEAL:



DISCOUNT TIRE STORE
AT
1175 EAST STATE ROUTE 89A
COTTONWOOD, ARIZONA

JOB NUMBER:
11510
PROJECT MANAGER:
MIKE C. PEREZ
DRAWN BY:
MIKE C. PEREZ
REVIEWED BY: DATE:
PATRICK C. REHSE JANUARY, 2012

SHEET TITLE:
EXTERIOR ELEVATIONS
DETAILS
MATERIAL KEY NOTES
GENERAL FINISH NOTES
SHEET NUMBER:
A4.1

DISCOUNT TIRE



**Discount Tire Store
1175 E. SR89A**

Neighborhood Involvement Plan

Prepared for:
Discount Tire Co.
20225 N. Scottsdale Road
Scottsdale, AZ 85255

Prepared by:
Kimley-Horn and Associates, Inc.
7878 N. 16th Street
Suite 300
Phoenix, AZ 85020

091789023
March 2012

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**Discount Tire Store
1175 E. SR89A**

Neighborhood Involvement Plan

Prepared for:
Discount Tire Co
20225 N. Scottsdale Road
Scottsdale, AZ 85255

Prepared by:
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Phoenix, AZ 85020

091789023
March 2012

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1.3 Purpose	2
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2.3 Contact Dates	3
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3.2 Open House Discussion	4
3.3 Open House Follow up	4

List of Appendices

- A Site Location Map and Legal Description
- B Neighborhood Notification Map
- C Neighborhood Notification Mailing List
- D Neighborhood Notification Letters
- E Open House Sign-up Sheet, Handouts, Comments, and Minutes.

1.0 Introduction

1.1 Project Description

Discount Tire Co. is proposing to build a 6,947 square foot store at 1175 East State Route 89A for the retail sale and installation of tires and wheels. The site is currently zoned Light Commercial, C-1, and Agricultural Residential, AR-43, per the City of Cottonwood Zoning map. The proposed automotive use of a Discount Tire will require a rezoning to C-2 and a Neighborhood Involvement Plan.

1.2 Location

The proposed Discount Tire Store development encompasses approximately 1.11 acres gross in a portion of the Northwest Quarter of Section 3, Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian in Yavapai County, Arizona. The site address is 1175 E. State Route 89A, and the APNs for the parcels are 406-05-036Q and 406-05-036R. More specifically, the Discount Tire Store development is bounded by State Route 89A to the north, an “Autozone” retail building and a single family residential to the east, single family residential to the south, and an automotive repair shop to the west (See Appendix A for Site Location Map and Legal Descriptions).

1.3 Purpose

This Neighborhood Notification Plan outlines the notification efforts and input received from the surrounding community regarding the proposed Discount Tire Store project at 1175 E. State Route 89A.

2.0 Project Notification

2.1 Notification Area

In accordance with the Neighborhood Meeting requirements outlined in City Zoning Ordinance an area of 300' surrounding the subject project was selected as the required notification area. See Appendix C for Neighborhood Notification map.

2.2 Mailing List

From the City of Cottonwood and Yavapai County records the property owners located with the 300' notification area were obtained. See Appendix C for the mailing list of property owners.

2.3 Contact Dates

The property owners in the mailing list were contacted through first class mail to notify them of the proposed project and proposed Open House. The community was notified on the following dates regarding the proposed Discount Tire project.

Feb 16, 2012: Open House Notification

The letters and attachments included in the mailing notifications are included in Appendix D.

2.4 Correspondence Received

The applicant did not receive any phone or written correspondence from the open house notification letter.

3.0 Open House

3.1 Open House Date, Time, and Location.

The Discount Tire Open House was held on Wednesday March 7, 2012 from 6:00 pm to 8 pm at the City of Cottonwood Community Recreation Center located at 150 S 6th Street, Cottonwood, AZ 86326.

3.2 Open House Discussion

At the Open House the proposed site plan, colored landscape plan, building elevations, and building perspectives were presented to the neighbors that attended. A copy of the sign up sheet, handouts, and comment sheets are included in Appendix E. In addition to the neighbors that attended the following were also in attendance:

Don Thrailkill representing Discount Tire Company

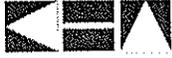
Dev Pawar representing Architectural Resource Team (Project Architect)

Sterling Margetts representing Kimley-Horn and Associates (Project Engineer/Applicant).

The presentation of site to the neighborhood included an overview of the site layout, building entrances, parking area, landscaping, and building elevations. From the discussions several comments and questions were raised by the neighbors including ADOT access control for the left-in driveway entrance and cross access. All of the neighbors that attended the meeting mentioned that they were in support of the new Discount Tire Store, but would like prefer a non-restricted driveway entrance. The neighbors were informed that the applicant and the design team had worked with ADOT for the past months and had received approval for left-in access but no left-out access. See Appendix E for meeting minutes and concerns from the neighbors.

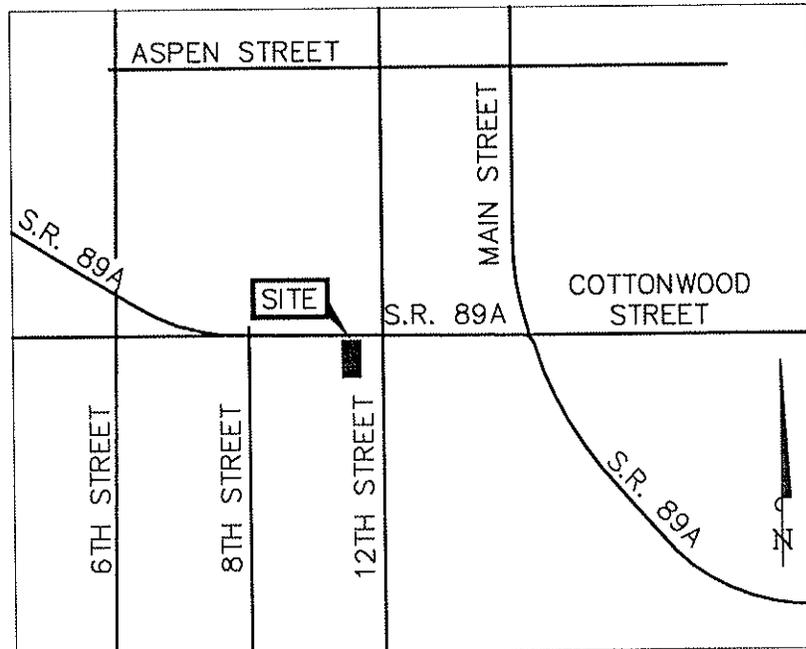
3.3 Open House Follow up

As a result of the Open House and their support for the Discount Tire project, no site or architectural changes have been made. A comment letter was provided to those at Neighborhood Meeting if they desired to provide comments. No comments letters have been received as of the date of submittal.



Appendix A

Site Location Map and Legal Descriptions



VICINITY MAP
 COTTONWOOD, AZ
 N.T.S.

K:\PHX_Civ\41786023\CA03\Exhibits\VicinityMap.dwg Mar 20, 2012 mstlondozon



Kimley-Horn
 and Associates, Inc.

Legal Description

PARCEL 1: APN 406-05-036Q

THE EAST HALF OF THE WEST HALF AND THE WEST HALF OF THE EAST HALF OF LOT 2, BLOCK "E", VERDE PALISADES SUBDIVISION, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 6 OF MAPS, PAGE 16.

EXCEPT THE NORTH 25.00 FEET THEREOF.

EXCEPT THE EAST 50.00 FEET OF THE NORTH 195.00 FEET THEREOF.

EXCEPT THE WEST 127.71 FEET THEREOF.

EXCEPT THE SOUTH 35.00 FEET THEREOF.

EXCEPTING THEREFROM ALL OIL AND MINERALS OF EVERY KIND AS RESERVED BY THE CLEMENCEAU MINING CORPORATION RECORDED IN BOOK 187 OF DEEDS, PAGE 331.

PARCEL 2: APN 406-05-036R

THE SOUTH 35.00 FEET OF THE EAST HALF OF THE WEST HALF OF LOT 2, BLOCK "E", VERDE PALISADES SUBDIVISION, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 6 OF MAPS, PAGE 16 AND

THE SOUTH 35.00 FEET OF THE WEST HALF OF THE EAST HALF OF LOT 2, BLOCK "E", VERDE PALISADES SUBDIVISION, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 6 OF MAPS, PAGE 16.

EXCEPTING THEREFROM ALL OIL AND MINERALS OF EVERY KIND AS RESERVED BY THE CLEMENCEAU MINING CORPORATION RECORDED IN BOOK 187 OF DEEDS, PAGE 331.



Appendix B

Neighborhood Notification Map

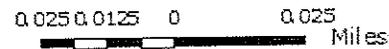
300' buffer for 406-05-036R

Legend

- City Boundaries
- Cottonwood
- Peoria
- Prescott
- Sedona
- Camp Verde
- Chino Valley
- Clarkdale
- Dewey-Humboldt
- Jerome
- Prescott Valley
- Wickenburg
- County Boundary
- Counties
- Parcels
- Road Centerlines
- Major Roads
- Interstate
- State Highways
- Major Roads



N

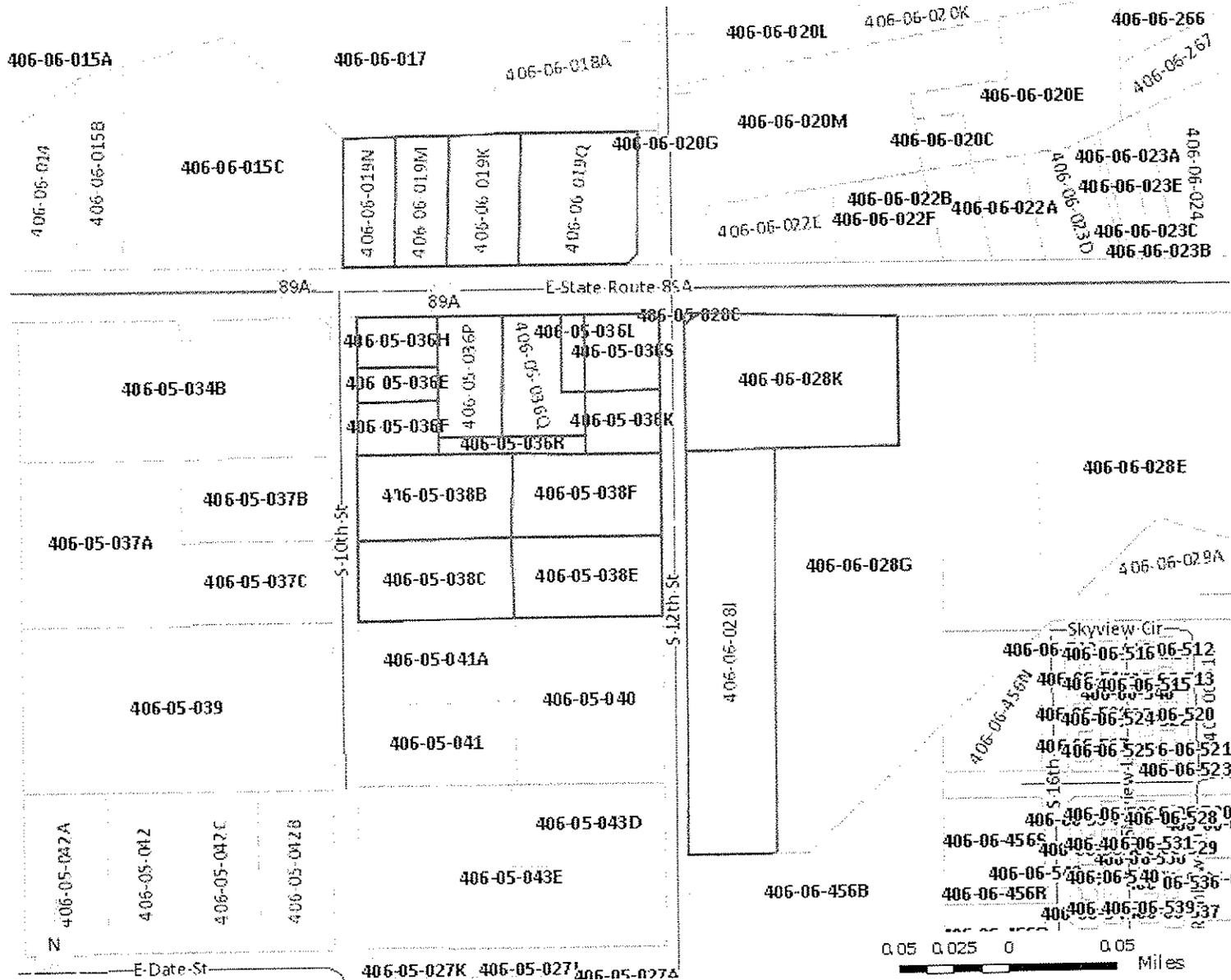


Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.



Map printed on 11/01/2000

300' buffer for 406-05-036Q



- ### Legend
- City Boundaries
 - Cottonwood
 - Peoria
 - Prescott
 - Sedona
 - Camp Verde
 - Chino Valley
 - Clarkdale
 - Dewey-Humboldt
 - Jerome
 - Prescott Valley
 - Wickenburg
 - County Boundary
 - Counties
 - Parcels
 - Road Centerlines
 - Major Roads
 - Interstate
 - State Highways
 - Major Roads

Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

Map printed on: 01-01-2004





Appendix C

Neighborhood Notification Mailing List

Parcel, Owner, Address, City, State, Zip

406-06-028K, Wells Fargo Bank N A, Po Box 2609, Carlsbad, CA, 92018
406-05-036L, Autozone Inc, Po Box 2198, Memphis, TN, 38101
406-05-036P, Heitzman Brian & Julie Jt, 1924 S Quail Run, Cottonwood, AZ, 86326
406-05-038F, Pierce Lynda A, 654 S 12th St, Cottonwood, AZ, 86326
406-05-036H, Vojnic Family Trust, Po Box C, Jerome, AZ, 86331
406-06-028C, State Transportation Department, 205 S 17th Ave, Phoenix, AZ, 85007
406-05-038B, Francisco Robert M , 635 S 10th St, Cottonwood, AZ, 86326
406-06-028J, Gambel Properties Llc, Po Box 2758, Cottonwood, AZ, 86326
406-06-019K, Tbb Inc, 969 Ekman Dr, Batavia, IL, 60510
406-05-036F, Vojnic Jerry Paul, Po Box C, Jerome, AZ, 86331
406-06-019M, Kleppe Stephen D & Shirley R Trust, 8210 E Tether Trl, Scottsdale, AZ, 85255
406-06-019N, Chen Properties Llc, 1060 S Morning Light Ct, Cornville, AZ, 86325
406-06-019Q, Feldman & Feldman Invest Ltd Ptnshp, 595 Camino Del Caballo, Sedona, AZ, 86336
406-05-038C, Vojnic Jerry Paul, Po Box C, Jerome, AZ, 86331
406-05-036K, Walker Barbara J (bd), 634 S 12 St, Cottonwood, AZ, 86326
406-05-036E, Vojnic Family Trust, Po Box C, Jerome, AZ, 86331
406-05-036S, Autozone Inc, Po Box 2198, Memphis, TN, 38101
406-05-038E, Drake William W & Rebecca A Rs, 678 S 12th St, Cottonwood, AZ, 86326
406-05-036R, Dhb Real Estate Llc, 2394 Camelback Rd, Phoenix, AZ, 85016

Parcel, Owner, Address, City, State, Zip

406-05-036Q, Dhb Real Estate Llc, 2394 E Camelback Rd, Phoenix, AZ, 85016
406-05-034B, Maneth Revocable Family Trust, 1320 E Marny Rd, Tempe, AZ, 85281
406-05-037B, Nielsen Jack & Carol Trust, 634 S Tenth St, Cottonwood, AZ, 86326

Appendix D

Neighborhood Notification Letters



Kimley-Horn
and Associates, Inc.

☐
7878 North 16th Street
Suite 300
Phoenix, Arizona
85020

NOTIFICATION OF NEIGHBORHOOD MEETING FOR PROPOSED REZONING

February 16, 2012

Dear Adjacent Property Owner,

The purpose of this letter is to inform you of a proposed application to the City of Cottonwood to request approval of a Rezoning proposal in order to enable the construction of a Discount Tire Store on 1.11 acres (48,585 sf) (parcels 406-05-36Q and 406-05-36R) located at 1175 East SR 89A, Cottonwood, Arizona 86326. The site is currently a vacant auto sales/repair building and parking lot. The application is being filed by Kimley-Horn and Associates, Inc. on behalf of Discount Tire Company, Inc. The current property owner is DHB Real Estate, LLC.

If approved, the request would rezone the property from C-1 (Light Commercial) and AR-43 (Agriculture) residential to C-2 (Heavy Commercial) to allow the service bays associated with the proposed Discount Tire Store. A Neighborhood Open House Meeting to present and answer questions regarding this project will be held at the following date, time, and location:

Neighborhood Open House Meeting

Date: Wednesday March 7, 2012

Time: 6:00 pm to 8:00 pm

Location: 150 S 6th Street, Cottonwood, AZ 86326

(City of Cottonwood Recreation Center: Cottonwood Conference Room).

This application is scheduled to be reviewed by the Cottonwood Planning and Zoning Commission as part of their regular monthly hearing on Monday April 16, 2012; and by the Cottonwood City Council on Tuesday May 1 and May 15, 2012. All hearings will be held at 6pm in the City Council Chambers, 826 N. Main Street in Old Town Cottonwood. Please feel free to contact me if you have any questions or concerns at 602-944-5500. You may also contact George Gehlert (928-634-5505) with the City of Cottonwood Community Development Department.

Sincerely,



Sterling Margetts

☐

TEL 602-944-5500
FAX 602-944-7423

DISCOUNT TIRE

20225 NORTH SCOTTSDALE ROAD • SCOTTSDALE, ARIZONA 85255 • (480) 606-6000

Cottonwood, AZ

Dear Neighbor:

Discount Tire Co. is working to establish a new location at 1175 E. SR 89A, Cottonwood, AZ. We believe that our business will be a valuable asset to the community.

Retail sale of passenger car and light truck tires and wheels is our only business. We are the most successful, largest and fastest growing independent retail tire dealer in the United States. We currently have over 815 locations throughout the country and are adding about fifty locations each year. We have been in business for over forty years, and our annual sales exceed \$3 Billion.

Our unique success is based on some very simple but solid principals. Each day we strive to be the best by caring for and cultivating people, delighting our customers and growing responsibly. We have an unequalled passion to serve our customers, provide valuable services to the community and create opportunity. This commitment to our customers, to our employees and to the community is the essence of our success.

Discount Tire Co. provides this customer experience in facilities that are clean, modern and efficient. Our showrooms are similar to upscale retail establishments, like an electronics specialty store. Our floors are polished, our lighting is bright and cheerful and our restrooms are spotless. We take superb care of our stores because our customers deserve the best.

We bring a unique approach to our business. For example, we only sell and service tires and wheels. We do not perform any mechanical work such as brakes, shocks or batteries. We do not handle any hazardous wastes such as oil or antifreeze. All of our work is performed within the building in a safe and clean environment. We are not in the automobile repair business.

Our passion for customer service, the limited products we sell and our immaculate facilities differentiate us from the industry. Perhaps we are a bit misunderstood when we talk about a clean tire store, but our customers and the communities in which we do business love us. We also create great opportunity for employment and sales tax revenue.

Enthusiasm and positive attitudes are the hallmark of our employee's interaction with our customers. You may wonder how we attract and keep the best and brightest people to our organization and keep such a positive, professional outlook. The answer is simple. Our employees and their interaction with our customers is the reason for our success and success creates opportunity for our employees. Everyone that joins the organization starts with an entry-level position. They work hard and learn the business from the inside and as their skills grow, so do their careers. All our promotions are from within the organization.

We expect to create ten new jobs in The City of Cottonwood and generate \$3,000,000 in retail sales, annually. Our employees typically live in the community and contribute a positive and professional vision of success to society. We are a very family oriented company, providing medical, dental and retirement benefits, paid vacations and a network of support. One small example of our commitment to each other is our hours of operation. We are open Monday through Friday, 8:00 AM to 6 PM, Saturday 8:00 AM to 5



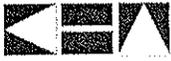
PM and we are closed on Sundays. We are not open at night or on Sunday because we want our employees to have time with their families.

You may sense a certain passion in my description of Discount Tire Co. We are a wonderful company and would be a great asset to the business community in The City of Cottonwood. If approved, we look forward to being a part of your community.

Sincerely,

A handwritten signature in black ink that reads "Don Thrailkill". The signature is written in a cursive, flowing style.

Don Thrailkill
Assistant Vice-President



Appendix E

Open House Sign-Up Sheet, Handouts, Comments, and Minutes

**Discount Tire Open House Meeting Minutes/Comments from Neighbors.
March 7, 2012 6 pm to 8pm**

Brian and Julie Heitzman:

Provided and discussed the revised ADOT driveway configuration that will allow the right-in/left-in/left-out for the shared access with Auto Fixation. Discussed the landscape area behind his property and the concrete curbing to delineate maintenance responsibility.

Jerry Vojnic:

Interested in site development since he owns the adjacent auto sales lot. Discussed that family. Discussed the type of work that Discount Tire performs being limited to only wheels and tire installations.

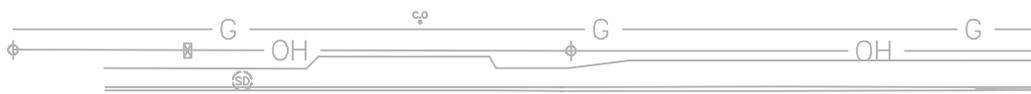


DISCOUNT TIRE

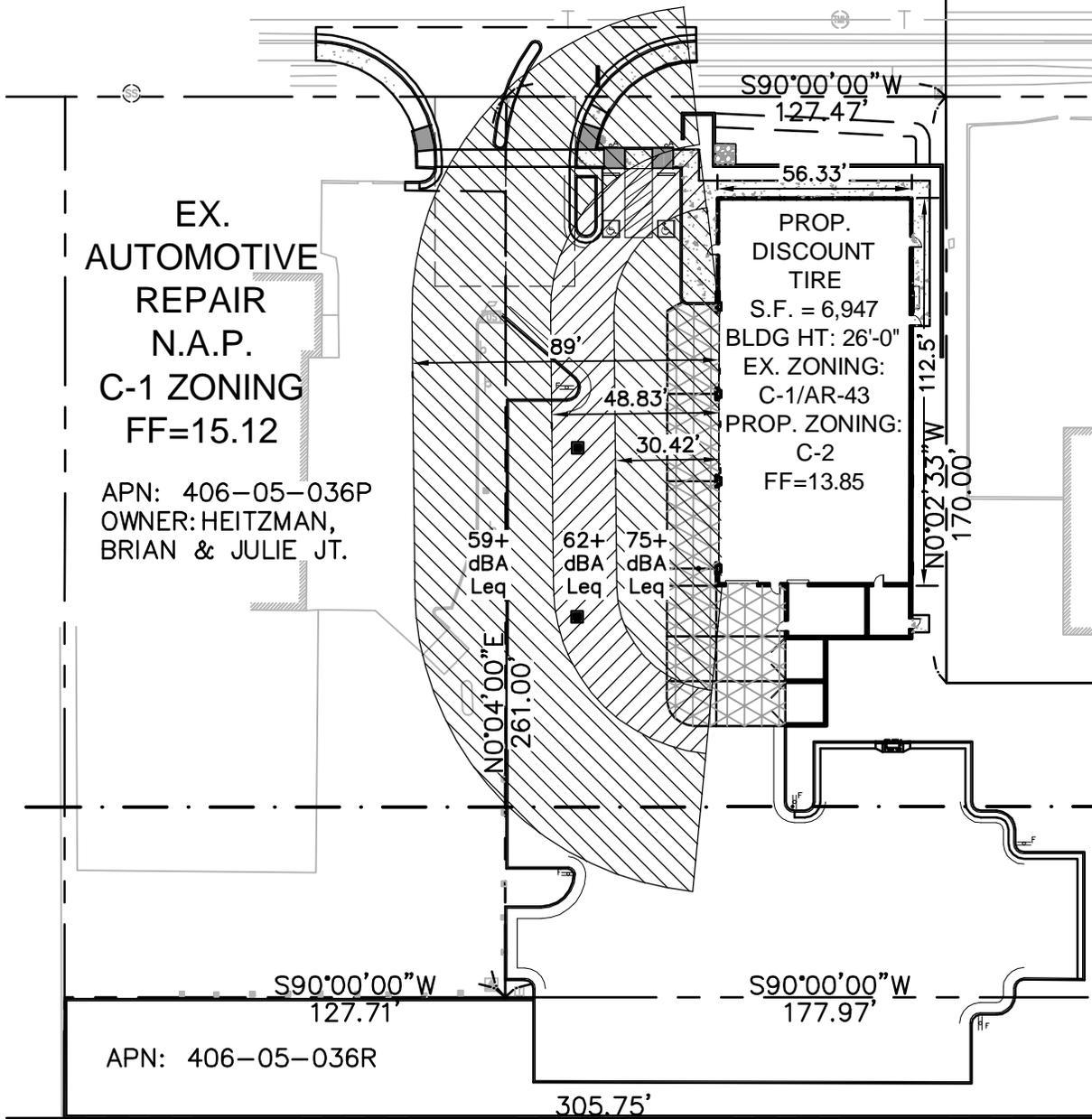
DISCOUNT TIRE

WE WILL NOT BE
UNDER SOLD

FREE
INSPECTION!



STATE ROUTE 89A



EX.
AUTOMOTIVE
REPAIR
N.A.P.
C-1 ZONING
FF=15.12

APN: 406-05-036P
OWNER: HEITZMAN,
BRIAN & JULIE JT.

PROP.
DISCOUNT
TIRE
S.F. = 6,947
BLDG HT: 26'-0"
EX. ZONING:
C-1/AR-43
PROP. ZONING:
C-2
FF=13.85

59+
dBA
Leq
62+
dBA
Leq
75+
dBA
Leq

APN: 406-05-036R

APN: 406-05-038B
OWNER: FRANCISCO, ROBERT M.

ACOUSTIC EXHIBIT

N.T.S.

APN: 406-05-038F
OWNER: PIERCE, LYNDA A.



ORDINANCE NUMBER 586

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF COTTONWOOD, ARIZONA, FOR A PARCEL OF LAND TOTALING APPROXIMATELY 1.2 ACRES LOCATED ALONG THE SOUTH SIDE OF SR 89A, APPROXIMATELY 200 FEET WEST OF ITS INTERSECTION WITH SOUTH 12TH STREET , APN 406-05-036Q AND 406-05-036R, SO AS TO CHANGE CERTAIN DISTRICT BOUNDARIES AND CLASSIFICATIONS THEREOF FROM THE PRESENT ZONING OF C-1 (LIGHT COMMERCIAL) AND AR-43 (AGRICULTURAL/ RESIDENTIAL) TO C-2 (HEAVY COMMERCIAL).

WHEREAS, the Planning & Zoning Commission held a public hearing on April 16, 2012, concerning the rezoning of property owned by DHB Real Estate LLC, and has recommended approval of this request; and

WHEREAS, the requirements of A.R.S. § 9-462.04 have been met.

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

Section 1: That the following described parcels of land (APN 406-05-036Q and 406-05-036R) lying within the City of Cottonwood, Yavapai County, Arizona, shall be and are hereby reclassified from C-1 (Light Commercial) and AR-43 (Agricultural/Residential) to C-2 (Heavy Commercial), subject to the applicant's compliance with the conditions and stipulations set forth below under Section 2.

Legal Description

PARCEL 1: APN 406-05-036Q

THE EAST HALF OF THE WEST HALF AND THE WEST HALF OF THE EAST HALF OF LOT 2, BLOCK "E", VERDE PALISADES SUBDIVISION, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 6 OF MAPS, PAGE 16.

EXCEPT THE NORTH 25.00 FEET THEREOF.

EXCEPT THE EAST 50.00 FEET OF THE NORTH 195.00 FEET THEREOF.
EXCEPT THE WEST 127.71 FEET THEREOF.

EXCEPT THE SOUTH 35.00 FEET THEREOF.

EXCEPTING THEREFROM ALL OIL AND MINERALS OF EVERY KIND AS RESERVED BY THE CLEMENCEAU MINING CORPORATION RECORDED IN BOOK 187 OF DEEDS, PAGE 331.

PARCEL 2: APN 406-05-036R

THE SOUTH 35.00 FEET OF THE EAST HALF OF THE WEST HALF OF LOT 2, BLOCK "E", VERDE PALISADES SUBDIVISION, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 6 OF MAPS, PAGE 16 AND

THE SOUTH 35.00 FEET OF THE WEST HALF OF THE EAST HALF OF LOT 2, BLOCK "E", VERDE PALISADES SUBDIVISION, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 6 OF MAPS, PAGE 16.

EXCEPTING THERE FROM ALL OIL AND MINERALS OF EVERY KIND AS RESERVED BY THE CLEMENCEAU MINING CORPORATION RECORDED IN BOOK 187 OF DEEDS, PAGE 331.

Section 2: That the Planning and Zoning Commission and City Council have determined the following items necessary as conditions of the zoning approval to protect the public health, safety and general welfare:

1. That the site be developed in conformance with the letter of intent and site proposal dated 3-19-12.
2. That the applicant submit a proposal for traffic calming adjacent to the front entry that is approved by the Community Development Director.
3. That the front and side windows be tinted to prevent street side glare.
4. Any other stipulations that the Council deems necessary, as reflected in the official minutes of the meeting at which this Ordinance was adopted.

Section 3: The zoning map shall be amended to reflect this zone change only upon compliance with all zoning conditions set forth herein.

Section 4: That at least three (3) copies of the zoning map of the City of Cottonwood, Arizona, as hereby amended be kept in the office of the City Clerk for public use and inspection.

Section 5: Severability: That if any section, subsection, sentence, clause, phrase or portion of this ordinance adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, THIS 15TH DAY OF MAY 2012.

Diane Joens, Mayor

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steve Horton, Esq.
City Attorney

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	May 1, 2012
Subject:	RESOLUTION NUMBER 2639 - Establishing a Political Sign Free Zone for City Right-of-Way in the Historic Main Street and Old Town area.
Department:	Development Services
From:	Charlie Scully, Planner

REQUESTED ACTION

Approval of Resolution Number 2639, which establishes a Political Sign Free Zone in accordance with Arizona Revised Statutes (A.R.S.) 16-1019 and as indicated on attached Exhibit "A".

SUGGESTED MOTION

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

"I move to approve Resolution Number 2639, establishing a political sign free zone within city right-of-way in the historic Main Street and Old Town area, as indicated on attached Exhibit 'A'."

BACKGROUND

As of July 20, 2011, new state legislation requires municipalities to allow political signs to be located in municipal rights-of-way, as per Arizona Revised Statutes 16-1019, "Political signs; tampering; classification." Political signs up to 32 square feet in area may be located within city rights-of-way in areas with commercial zoning and up to 16 square feet in for areas with residential zoning. The statute also includes a provision to establish "political sign free zones" for City right-of-way subject to certain conditions.

Political signs would still be allowed on private property within those areas, subject to standard City regulations regarding size, permitted display time, safety issues and so on, however; the state mandated exception allowing relatively large signs to be placed in city right-of-way would not apply in the designated political sign free zone.

The City Council approved amendments to the Cottonwood Zoning Ordinance on October 18, 2011, adding new Section 405. E. 14. "Political Signs" and, 405. E. 15. "Political and Campaign Signs located in public Right-of-Way." The amendments authorize the City Council

to designate political sign free zones by Resolution in certain areas of City right-of-way subject to the provisions of state statute.

Political Sign-free Zones for City Right-of-way

Municipalities may identify political sign-free zones in areas of the city with a predominance of commercial tourism, commercial resort and hotel uses. There may not be more than two such zones in a municipality and the total area shall not be larger than three square miles. The City Council can approve this by resolution.

Arizona Revised Statutes Title 16 Elections and Electors

16-1019. Political signs; printed materials; tampering; classification

F. Subsection C does not apply to commercial tourism, commercial resort and hotel sign free zones as those zones are designated by municipalities. The total area of those zones shall not be larger than threesquare miles, and each zone shall be identified as a specific contiguous area where, by resolution of the municipal governing body, **the municipality has determined that based on a predominance of commercial tourism, resort and hotel uses within the zone the placement of political signs within the rights-of-way in the zone** will detract from the scenic and aesthetic appeal of the area within the zone and deter its appeal to tourists. Not more than two zones may be identified within a municipality.

JUSTIFICATION/BENEFITS/ISSUES

The state statute allows municipalities to establish political sign free zones in city right-of-way in areas that have a preponderance of commercial tourism, hotels and related uses. The area shown on Exhibit A meets the criteria.

COST/FUNDING SOURCE

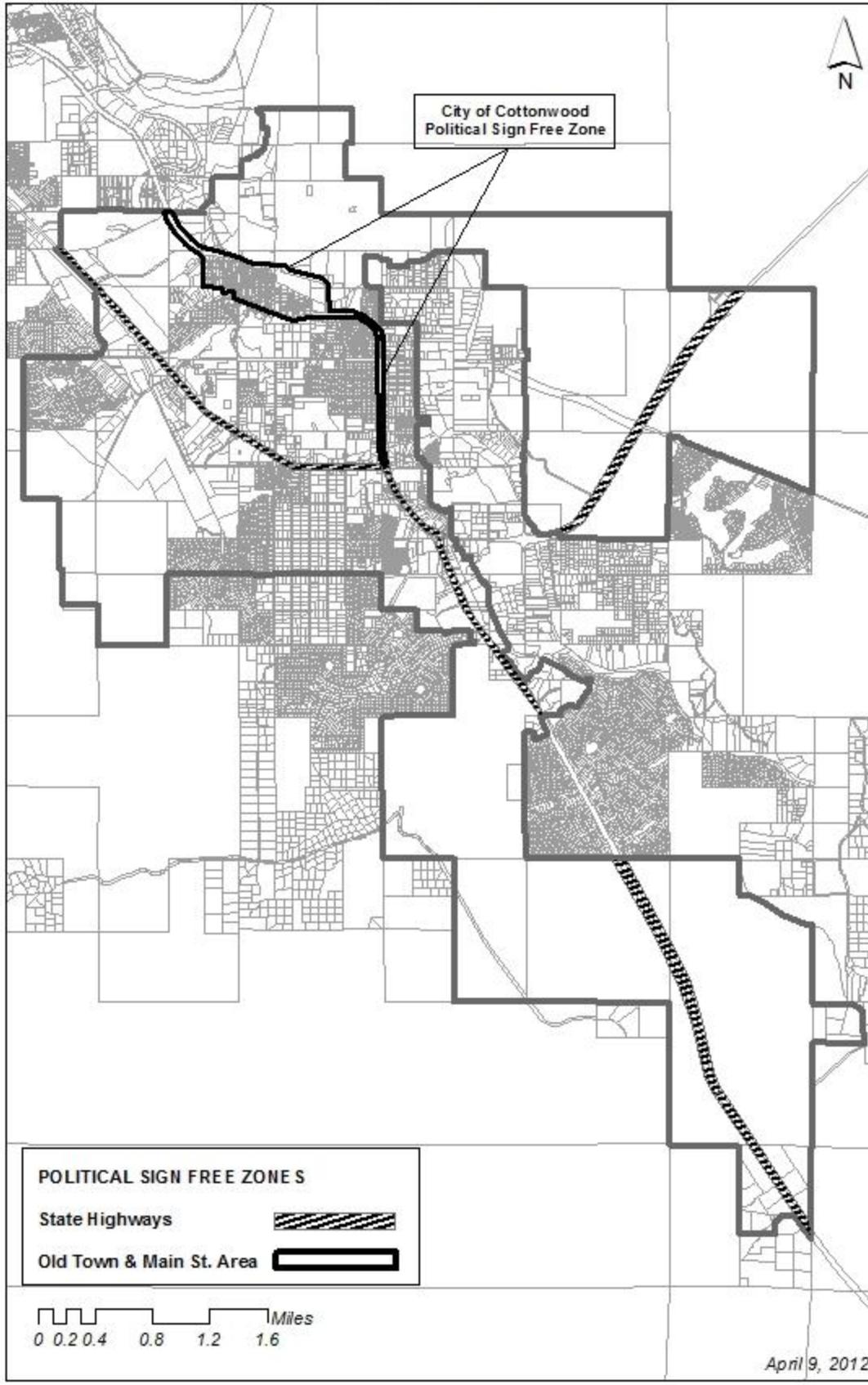
N/A

ATTACHMENTS:

Name:	Description:	Type:
 Exhibit A, Political Sign Free Zone.jpg	Exhibit "A" Political Sign Free Zone	Cover Memo
 res2639.doc	Resolution 2639	Resolution Letter
 Political Signs Ordinance (1).doc	Political Sign Ordinance	Cover Memo

City of Cottonwood Political Sign Free Zone FOR CITY RIGHT-OF-WAY

EXHIBIT A



RESOLUTION NUMBER 2639

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, ESTABLISHING A POLITICAL SIGN-FREE ZONE PURSUANT TO A.R.S. § 16-1019 (F) IN AN AREA OF THE CITY THAT CONTAINS A PREDOMINANCE OF COMMERCIAL TOURISM, COMMERCIAL RESORT AND/OR HOTEL USES

WHEREAS, Arizona Revised Statutes (A.R.S.) § 16-1019, as amended, authorizes the City to establish political sign-free zones in areas of the City where the predominance of commercial tourism, commercial resort and hotel uses exist within the zone and that placement of political signs within the rights-of-way of the zones will detract from the scenic and aesthetic appeal of the area within the zone and deter its appeal to tourists; and

WHEREAS, Arizona Revised Statutes (A.R.S.) § 16-1019, allows for the creation by municipalities for up to two areas designated by the municipality as political sign free zones; and

WHEREAS, the City has determined that it has a predominance of commercial tourism and hotel uses within the zone designated on Exhibit A hereto; and

WHEREAS, the City Council hereby determines that the placement of political signs within the rights-of-way of the above-described zone will detract from the scenic and aesthetic appeal of the area within that zone and deter its appeal to tourists; and

WHEREAS, the City Council deems that it is in the best interests of the City that the certain area of the City which is depicted in Exhibit A attached hereto and incorporated by reference should be designated as a political sign-free zone.

NOW, THEREFORE, LET IT BE RESOLVED, by the Mayor and City Council of the City of Cottonwood, Yavapai County, Arizona, as follows:

Section 1. That the area of the City more particularly described in Exhibit A hereto includes a concentration of tourism related attractions, including hotels, restaurants and the Cottonwood Commercial Historic District, and that this area meets the criteria established in A.R.S. § 16-1019 to be declared a political sign-free zone.

Resolution Number 2639

Page 2

Section 2. That the City Council hereby establishes the area depicted on Exhibit A hereto as a political sign-free zone in which political and campaign signs shall not be permitted within any municipal right-of-way. The total area of the zone is less than three (3) square miles and consists of a specific contiguous area.

Section 3. That the area depicted on Exhibit A shall be known as the "Historic Old Town and Main Street Political Sign-Free Zone."

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA THIS 1ST DAY OF MAY 2012.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

City of Cottonwood Zoning Ordinance
Section 405. (Signs)

E. REGULATIONS APPLICABLE TO SIGNS IN ALL ZONES

14. Political and campaign signs shall not require a sign permit but shall be subject to the following regulations:

- a. Political and campaign signs may be located on private property with the property owner's permission.
- b. Political and campaign signs shall be no more than six (6) square feet in area.
- c. Political and campaign signs may not be erected prior to sixty (60) days before the election. All such signs shall be removed within fifteen (15) days after a general election or fifteen days (15) after the primary election for a candidate who does not advance to the general election. The person or parties responsible for erecting the signs are responsible for their removal.
- d. Political and campaign signs shall not be placed in any public right-of-way, except in accordance with Subsection E.15 below.
- e. Political and campaign signs shall not be installed or placed on any structure, building or property owned or managed by the City of Cottonwood. Such signs shall be subject to immediate removal.
- f. Political and campaign signs shall not be attached to any other sign or sign structure, street light pole, traffic signal pole, utility pole or utility structure.
- g. Political and campaign signs shall include the name and telephone number of the candidate or campaign contact person placed in a clearly visible location on the sign.

15. Political and Campaign Signs located in City Rights-of-Way.

- a. Notwithstanding any other statute, ordinance or regulation, the City shall not remove, alter, deface or cover any political or campaign sign located within a public right-of-way owned or controlled by the City as long as the following requirements are met:
 - (1) The sign supports or opposes a candidate for public office or ballot measure.
 - (2) The sign does not pose a safety hazard, restrict movement of vehicles or people, obstruct clear vision in the area, or interfere with the requirements of the Americans with Disabilities Act. Signs shall not be located within or immediately adjacent to any travel lane or vehicle maneuvering area. Signs shall not be attached to any other sign or sign structure, street light pole, traffic signal pole, utility pole or utility structure.

- (3) Signs shall not be located within the sight visibility triangle at street intersections and driveways as measured twenty-five (25) feet from the intersecting point from the side property lines.
 - (4) The sign may have a maximum area of sixteen (16) square feet, if the sign is located in an area zoned for residential use, or a maximum area of thirty-two (32) square feet if the sign is located in any other area.
 - (5) The sign shall include the name and telephone number of the candidate or campaign contact person placed in a clearly visible location on the sign.
- b. If authorized representatives of the City deem that the location of a political or campaign sign constitutes an emergency, City representatives may immediately relocate the sign. The City representative shall notify the candidate or campaign committee that placed the sign within twenty-four (24) hours after the relocation. If a sign is otherwise placed in violation of this Section and the placement is not deemed to constitute an emergency, the City shall notify the candidate or campaign committee that placed the sign of the violation. If the sign remains in violation at least twenty-four (24) hours after the City notified the candidate or campaign committee, the City may remove the sign. The City shall contact the candidate or campaign contact person and shall retain the sign for at least ten (10) business days to allow the candidate or campaign committee to retrieve the sign without penalty. If the sign has not been retrieved by the candidate after the 10 day notification period, the City shall have the right to dispose of the sign.
 - c. The City Council may by Resolution designate political sign-free zones within the City for areas associated with commercial tourism, commercial resorts, and hotels. No political signs may be located within municipal rights-of-way in any areas designated as political sign-free zones within the City.
 - d. As per ARS § 16-1019, the exception allowing political signs in public rights-of-way does not apply to state highways or routes, or overpasses over such state highways or routes, which includes all of State Route 89A and State Route 260 through Cottonwood.
 - e. This section applies only during the period commencing sixty (60) days before a primary election and ending fifteen (15) days after the general election, except for a candidate in a primary election who does not advance to the general election, the period ends fifteen days (15) after the primary election.
 - f. This section does not apply to the removal, alteration, defacing or covering of a political sign by the candidate or the authorized agent of the candidate in support of whose election the sign was placed; by the owner or authorized agent of the owner of any private property on which such signs are placed with or without permission of the owner; or to signs placed in violation of any state law or City ordinance or regulation.

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	May 1, 2012
Subject:	Public Participation Plan for the update of the Cottonwood General Plan 2025.
Department:	Development Services
From:	Charlie Scully, Planner

REQUESTED ACTION

Approval of Resolution Number 2640, adopting a Public Participation Plan for the update of the Cottonwood General Plan 2025.

SUGGESTED MOTION

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

"I move to approve Resolution 2640 adopting a Public Participation Plan for the update of the Cottonwood General Plan 2025."

BACKGROUND

Municipalities are required to adopt written procedures for the update of their General Plan. The Public Participation Plan is intended to address these requirements. The section of Arizona Revised Statutes that applies is as follows:

A.R.S. 9-461.06. Adoption and amendment of general plan; expiration and readoption

C. The governing body shall:

1. Adopt written procedures to provide effective, early and continuous public participation in the development and major amendment of general plans from all geographic, ethnic and economic areas of the municipality. The procedures shall provide for:

- (a) The broad dissemination of proposals and alternatives.
- (b) The opportunity for written comments.
- (c) Public hearings after effective notice.
- (d) Open discussions, communications programs and information services.

(e) Consideration of public comments.

2. Consult with, advise and provide an opportunity for official comment by public officials and agencies, the county, school districts, associations of governments, public land management agencies, the military airport if the municipality has territory in the vicinity of a military airport or ancillary military facility as defined in section 28-8461, other appropriate government jurisdictions, public utility companies, civic, educational, professional and other organizations, property owners and citizens generally to secure maximum coordination of plans and to indicate properly located sites for all public purposes on the general plan.

PUBLIC PARTICIPATION PLAN The General Plan Update needs to be organized with a coherent process that breaks the plan development into phases. Each phase will provide opportunities for public input:

Public Participation Plan Objectives

The overall public involvement approach will be to:

1. Facilitate opportunities for meaningful community participation.
2. Actively seek input from a broad and representative base of the affected population.
3. Ensure that the Plan accurately reflects the collective voice of affected population.
4. Maintain a stream of on-going up to date project information, easily available to citizens.
6. Comply with statutory requirements for early and continuous public participation throughout the planning process. According to state statute, the public involvement procedures must provide for:
 - a. The broad dissemination of proposals and alternatives.
 - b. The opportunity for written comments.
 - c. Public hearings after effective notices.
 - d. Open discussions, communications programs, and information services.
 - e. Consideration of public comments.

Participants

- City Council
- Planning and Zoning Commission
- General Plan Advisory Committee
- Other Boards and Commissions

- Citizens
- Public Agencies
- Civic Organizations
- Staff

Public Participation Methods.

- E-mail.
- Internet Links.
- City Website. City Facebook.
- Boards and Commission Updates.
- Open House Events.
- Workshop Meetings.
- Focus Group Presentations.
- Public Hearings.
- Media Outreach.
- Public Surveys.

JUSTIFICATION/BENEFITS/ISSUES

The public participation plan for the re-adoption of the General Plan is intended to conform to state statutes, as described in A.R.S. 9-461.06. The plan provides a framework for the process to ensure broad-based involvement from the general public, as well as public agencies, public utilities, civic groups, professional organizations, educational institutions, business interests, neighborhood groups, citizens and others.

The substance of the plan needs to be a reflection of the community vision. Once completed, the updated General Plan will be placed on the ballot for the voters of Cottonwood to decide whether to support or reject. The public participation plan provides a policy statement and outlines the procedures to achieve these goals.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:

Description:

Type:

📄 [res2640.doc](#)

Resolution Number 2640

Cover Memo

📄 [Cottonwood_Public_Participation_Plan.docx](#) Cottonwood Public Participation Plan

Cover Memo

RESOLUTION NUMBER 2640

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, ADOPTING A PUBLIC PARTICIPATION PLAN FOR THE UPDATE OF THE COTTONWOOD GENERAL PLAN 2025.

WHEREAS, the governing body of each municipality shall adopt a comprehensive, long-range general plan for the development of the municipality consisting of a statement of community goals, development policies, and related maps set forth through various elements as required by state statute (A.R.S. § 9-461.05); and

WHEREAS, the existing Cottonwood General Plan 2003-2013 will expire and a new general plan must be approved by the City Council and public on or before July 1, 2015; and

WHEREAS, the city must adopt written procedures to provide effective, early and continuous public participation in the development and major amendment of general plans from all geographic, ethnic and economic areas of the municipality (A.R.S. § 9-461.06.C.); and

WHEREAS, the procedures shall provide for (a) the broad dissemination of proposals and alternatives, (b) the opportunity for written comments, (c) public hearings after effective notice, (d) open discussions, communications programs and information services, and (e) consideration of public comments; and

WHEREAS, the Planning and Zoning Commission held a public hearing on said Public Participation Plan at its regular meeting on April 16, 2012, and voted to forward the same to the City Council with a recommendation of approval; and

WHEREAS, the approval of this Public Participation Plan supports the formation of a Steering Committee, which will provide an opportunity for citizens, commissioners, community representatives, city staff and others to collaborate on the review and preparation of the updated general plan; and

WHEREAS, the City Council finds that adoption of the *Cottonwood General Plan 2025 Public Participation Plan* will encourage participation by citizens of the City of Cottonwood in the update of the General Plan.

RESOLUTION NUMBER 2640

Page 2

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Cottonwood, that a Public Participation Plan is hereby adopted in compliance with Arizona Revised Statutes to encourage public involvement in the development and preparation of the *Cottonwood General Plan 2025*.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA THIS 1ST DAY OF MAY 2012.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

City of Cottonwood

General Plan 2025

Public Participation Plan

As per Resolution 2640, approved by City Council May 1, 2012

INTRODUCTION

The City of Cottonwood General Plan 2003-2013 was ratified by the voters on May 18, 2004. By State Statute, a municipality's general plan is to be updated every 10 years. However, in 2010, the legislature granted municipalities an extension until July 1, 2015, to update their general plans:

As per A.R.S. 11-804. 3. Suspension of action on city or town general plan. "Notwithstanding section 9-461.06, subsection K, Arizona Revised Statutes, a city or town council is not required to readopt an existing general plan or adopt a new general plan until July 1, 2015."

PURPOSE

The purpose of the Public Participation Plan is to describe involvement and communication strategies that may be employed to ensure the greatest opportunity of public participation in the development of the **Cottonwood General Plan 2025**.

PUBLIC PARTICIPATION PLAN OBJECTIVES

The overall public involvement approach will be to:

1. Facilitate opportunities for meaningful community participation.
2. Actively seek input from a broad and representative base of the affected population.
3. Ensure that the Plan accurately reflects the collective voice of affected population.
4. Maintain a stream of on-going up to date project information, easily available to citizens.
6. Comply with statutory requirements for early and continuous public participation throughout the planning process. According to state statute, the public involvement procedures must provide for:
 - a. The broad dissemination of proposals and alternatives.
 - b. The opportunity for written comments.
 - c. Public hearings after effective notices.
 - d. Open discussions, communications programs, and information services.
 - e. Consideration of public comments.

PARTICIPANTS

- City Council
- Planning and Zoning Commission
- General Plan Advisory Committee
- Other Boards and Commissions
- Citizens
- Public Agencies
- Civic Organizations
- Staff

Cottonwood City Council. The Council conducts the final public hearing and approves the General Plan by Resolution before it is sent to the voters for ratification.

Planning and Zoning Commission. The Commission is required to conduct one official public hearing on the draft plan prior to forwarding to the City Council. The Commission will provide review of plan elements through their development and members may decide to participate on a citizens review committee that would be formed for this purpose. The Commission will review the final draft plan, take public input and provide recommendations to the City Council.

General Plan Advisory Committee. An ad hoc committee comprised of interested citizens, and representatives of civic organizations, agencies, city boards and commissions, and city staff. The committee will provide review and direction through an open public process. The committee considers public input and assists with the technical and policy development of the plan.

Boards and Commissions. Other City Boards and Commissions will also be able to provide valuable assistance with review and input on various aspects of the plan development, including:

- Parks and Recreation Commission
- Airport Commission
- Historic Preservation Commission
- Youth Commission
- Senior Commission
- Bicycle Committee

The Public. Public outreach should include a variety of formats ranging from printed material, surveys, questionnaires, web-based information and meetings. Public meetings can include different formats, including workshop-type events, open house events, and focus group presentations.

Agency Review. The state statute requires review by a number of agencies. The complete list of reviewing agencies includes local, state and federal agencies. This includes Yavapai County, Town of Clarkdale, Town of Camp Verde, NACOG, school districts, public utilities, National Park Service, USFS, Arizona State Parks, Arizona State Lands Department, Arizona Game and Fish and the Y-A Nation.

Civic Groups. There is a wide range of civic and community groups that will be able to provide assistance in formulating the plan. Representatives of business and economic development organizations, service groups, natural resource groups and neighborhood groups are some of the organizations that will be included for their valued input.

Staff. The Planning Staff will direct the update of the General Plan. Planning Staff will conduct research, compile information and produce draft documents and related material for review and feedback. In addition, a number of other City staff will be able to provide invaluable assistance with the update of the plan, including engineering, public works, utilities, and parks and recreation departments.

PUBLIC PARTICIPATION METHODS.

Methods to disseminate information and receive feedback on the development of the plan are designed to provide opportunities from the initial development through the process to the final draft.

E-mail. Email notification will include a general notification list regarding meetings and general information; and specific notification lists for agencies and other participants who are directly involved in the review process.

Internet Links. Many community groups have well-developed websites. Periodic notifications can be sent out to such groups for potential uploading to their websites through web-based links.

City Website. Establish a link to include meeting schedules, plan updates, citizen comments and other useful information.

City Facebook. Provide information and allow comments in the appropriate format.

Boards and Commission Updates. Periodic updates to the various City Boards and Commission can be provided directly to board members.

Open House Events. The open house format is set up with a series of stations providing information on various topics. People can drop in a various times during the event and review material, talk with representatives and provide comments.

Workshop Meetings. The workshop event format breaks participants into smaller groups to discuss various topics and questions. This approach may take more organizational effort but is popular since it provides an opportunity for people to participate in the process. Representatives from each table then report to the entire group.

Focus Group Presentations. Going out in the community to provide presentations directly to various groups is another way to provide outreach and get valuable feedback. Once a preliminary draft is prepared, it will be beneficial to offer presentations to interested groups, including service organizations, business groups, economic development groups, neighborhood organizations and others.

Public Hearings. The Planning and Zoning Commission and City Council are required to conduct formal public hearings before the plan is adopted. The Commission will be considering various aspects of the plan development throughout the process which will also provide opportunities for public input and comments.

Media Outreach. Send press releases to announce upcoming public meetings and updates on the process to radio and newspaper outlets.

Public Surveys. The process and scope of a survey must be carefully documented so as to evaluate the results. Surveys portray community perceptions and preferences. Survey methods may include mailing questionnaires in the mail, distributing at meetings, or contacting by random phone calls.

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



 Print

Meeting Date: May 1, 2012
Subject: Ordinance 585 - Deleting Chapter 2.72, Self-Insurance Trust Board, from the Municipal Code
Department: Attorney
From: Steve Horton, City Attorney

REQUESTED ACTION

Council consideration of the first reading of Ordinance Number 585, which repeals Chapter 2.72, Self-Insurance Trust Board, of the Municipal Code.

SUGGESTED MOTION

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

N/A, First Reading.

BACKGROUND

On March 20, 2012, the City Council approved disbanding the self-insurance trust board effective March 21, 2012, as the purpose for which this board was established no longer exists, and directed staff to transfer the remaining trust balance into the general fund to be used to fund the short term disability program until the balance is expended. It therefore is necessary to repeal Chapter 2.72, Self-Insurance Trust Board, of the Municipal Code which pertains to this board.

JUSTIFICATION/BENEFITS/ISSUES

It is no longer necessary to maintain the Self-Insurance Trust Board, either in practice or as part of the City Code.

COST/FUNDING SOURCE

None.

ATTACHMENTS:

Name:	Description:	Type:
 ord585.doc	ORDINANCE NUMBER 585	Cover Memo

ORDINANCE NUMBER 585

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA AMENDING THE MUNICIPAL CODE OF THE CITY OF COTTONWOOD BY REPEALING CHAPTER 2.72, SELF-INSURANCE TRUST BOARD, FROM TITLE 2, ADMINISTRATION AND PERSONNEL.

WHEREAS, on March 20, 2012, the City Council approved disbanding the self-insurance trust board effective March 21, 2012, as the purpose for which this board was established no longer exists, and directed staff to transfer the remaining trust balance into the general fund to be used to fund the short term disability program until the balance is expended.

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

Section 1. That Chapter 2.72, Self-Insurance Trust Board, of Title 2, Administration and Personnel, of the Cottonwood Municipal Code is hereby repealed.

Section 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 15TH DAY OF MAY 2012.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

CLAIMS REPORT OF MAY 01, 2012

FUND TOTAL	VENDOR NAME	DESCRIPTION	TOTAL \$0.00
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CLAIMS EXCEPTIONS REPORT OF MAY 01, 2012

FUND	VENDOR NAME	DESCRIPTION	TOTAL
All	City of Cottonwood	Payroll 04/27/12	\$400,881.30
All	Az Dept of Economic Security	Unemployment Insurance	\$7,355.71
All	Arizona Public Employers Health Pool	Insurance Premiums	\$141,658.89
Gen	AZ State Treasurer	Court Fines March 2012	\$19,147.73
Gen	Larry Green Chevrolet	Sales tax reimbursement	\$17,111.42
Airport	MercFuel, Inc.	Airport Fuel PO 19086	\$38,865.83
Gen	Newline Products	Tshirts BMM	\$9,200.72
Gen	Spillman Technologies, Inc	19093	\$54,535.00
Gen	VV Chamber of Commerce	Bed Tax March 2012	\$7,994.36
All	AZ Municipal	Workmens Comp Insurance 1st quarter 2012	\$50,840.00
Gen	Richardsons LLC	Custodial City Wide and Rec Center	\$18,974.04
Utilities	US Postmaster	Postage	\$5,350.00
All	United Fuel	Fuel	\$10,081.15
Gen	Waste Management	Transfer Station and Sweeper Roll off	\$9,410.50
TOTAL			\$791,406.65