AGENDA

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD JULY 16, 2013, AT 6:00 PM., AT THE 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. AWARDS

EMPLOYEE OF THE QUARTER AWARD FOR THE SECOND QUARTER OF 2013--KRYSTA DEHNERT, LIBRARY ASSISTANT II.

EMPLOYEE QUARTERLY SAFETY AWARD--ALEX LEWIS, FIREFIGHTER.

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

June 4, 2013 Regular Meeting

June 17, 2013 Budget Work Session

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

VIII. UNFINISHED BUSINESS

1. INTERGOVERNMENTAL AGREEMENT WITH MINGUS UNION HIGH SCHOOL FOR USE OF THE CITY'S OUTDOOR AQUATICS CENTER.

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

1. SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY ROBERT ROTHROCK, APPLICANT FOR THE VERDE VALLEY LAND PRESERVATION INSTITUTE FOR AN EVENT SCHEDULED FOR JULY 27, 2013, AT THE MANHEIM GALLERY LOCATED AT 747 NORTH MAIN STREET.

2. SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY CINDI BATTISTI, APPLICANT FOR THE OLD TOWN ASSOCIATION, FOR THE THUNDER VALLEY RALLY EVENT SCHEDULED IN OLD TOWN FOR SEPTEMBER 20 AND 21, 2013.

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

1. RESOLUTION NUMBERS 2705, 2706, & 2707, APPOINTING MEMBERS TO THE LIBRARY BOARD.

2. REQUEST FROM THE NATURAL RESOURCE CONSERVATION DISTRICT (NRCD) FOR FUNDING FOR WATER CONSERVATION EDUCATION FOR KINDERGARTEN THROUGH 8TH GRADE STUDENTS.

3. APPROVAL OF A YAVAPAI COUNTY COMMUNITY FOUNDATION 2014 CANINE ENFORCEMENT GRANT AGREEMENT.

4. ASSIGNMENT OF LEASE AGREEMENT FOR AIRPORT PROPERTY CURRENTLY HELD BY GRL, INC., TO DAKOTA TERRITORY TOURS, A.C.C.

5. APPROVAL OF A JOB ORDER CONTRACTING BID FOR INSTALLATION OF AREA LIGHTING FOR THE OLD TOWN JAIL PARKING LOT.

XI. CLAIMS AND ADJUSTMENTS

XII. EXECUTIVE SESSION--UPDATE OF THE ANNUAL REVIEW OF THE CITY MANAGER—PURSUANT TO A.R.S. §38-431.03.(A)(1) DISCUSSION OR CONSIDERATION OF EMPLOYMENT, ASSIGNMENT, APPOINTMENT, PROMOTION, DEMOTION, DISMISSAL, SALARIES, DISCIPLINING OR RESIGNATION OF A PUBLIC OFFICER, APPOINTEE OR EMPLOYEE OF ANY PUBLIC BODY, EXCEPT THAT, WITH THE EXCEPTION OF SALARY DISCUSSIONS, AN OFFICER, APPOINTEE OR EMPLOYEE MAY DEMAND

THAT THE DISCUSSION OR CONSIDERATION OCCUR AT A PUBLIC MEETING; THE COUNCIL MAY VOTE TO CONVENE INTO EXECUTIVE SESSION SUBJECT TO THE CITY MANAGER'S RIGHT TO COMPEL THE COUNCIL TO DISCUSS THIS MATTER IN OPEN MEETING.

XIII. DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY MANAGER'S EMPLOYMENT AGREEMENT.

XIV. ADJOURNMENT

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

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

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

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

EMPLOYEE OF THE 2nd QUARTER AWARD 2013

Krysta Dehnert, Library Assistant II, was selected the winner of the Employee of the 2nd Quarter, 2013. She was nominated by Vanessa Ward. The other nominees/nominators were: *Steve Jackson* by Renee George, *Kirsten Lennon* by Rudy Rodriguez; and *Jennifer Myers* by Kiedi Dever.

Krysta handles all of the library's publicity, including articles in the newspaper on all events/programming at the library. She created posters, notified newspapers and radio stations about the library's 1st Annual Author's Forum, and communicated with all of the authors (28). The Forum was a success largely due to Krysta's hard work. She also puts together the library's quarterly newsletter, the *Library Lines*, and delivers it to the Chamber fo Commerce for distribution to newcomers to our area. Compliments have been given to her by the Mayor and City Manager on the newsletter. She can always be counted on the get the job done to promote the library.

Krysta also submits all library articles to the City's Facebook page, and is currently responsible for maintaining the professionalism on the library webpage. She takes pride in her work and it shows! Krysta maintains these time-consuming duties among her other duties in a responsible manner.

WHAT IS THE IMPACT/BENEFIT TO THE CITY? Krysta promotes what the City has to offer in the library department. Some newcomers to our area have said the library is the first place they visit, when looking to move into the area. Krysta promotes the free services that the library offers through her articles. Often, the public is not aware of these services. In the past year, the library has begun to offer more and more services, and Krysta makes sure the information is out there for the public.

SAFETY EMPLOYEE AWARD OF THE 2nd QUARTER, 2013

Alex Lewis, Firefighter, was selected the Safety Employee Award winner for 2nd Quarter, 2013. He was nominated by Troy Hoke and Mike Kuykendall. There were no additional nominations.

Alex has attended the NAEMS (Northern Arizona Emergency Medical Services) meetings on a regular basis. By doing so he has kept the Fire Department in good standing with the group and this has made us eligible for a NAEMS equipment grant. Alex applied for the grant to purchase an EKG rhythm generator. He was successful in this and we have been awarded a $575.00 grant to purchase the EKG rhythm generator. This purchase will help increase our training on recognizing potentially life threatening cardiac dysrhythmias in the field.

WHAT IS THE IMPACT/BENEFIT TO THE CITY? The awarding of this grant will positively impact the Fire Department by increasing the level of our in-house training on cardiac dysrhythmias. This will allow us to continue to increase our proficiency and skills in emergency cardiac care to better increase the safety our community.

City of Cottonwood, Arizona
City Council Agenda Communication

Print

Meeting Date:	July 16, 2013
Subject:	Approving an Intergovernmental Agreement with Mingus Union High School District for Use of the Cottonwood Aquatics Center
Department:	Community Services
From:	Richard Faust, Community Services General Manager

REQUESTED ACTION

Approval of an Intergovernmental Agreement with the Mingus Union High School District for full use of the Cottonwood Aquatics Center facility from August to November 2013.

SUGGESTED MOTION

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

"I move to approve the Intergovernmental Agreement with Mingus Union High School District for use of the Cottonwood Aquatics Center from August through November, 2013 in the amount of $_____."

BACKGROUND

As discussed by the City Council at the June 4, 2013 regular meeting, Council provided their approval that costs to MUHS for the use of the city pool would be increased to $9,350 which would incorporate a 10% increase from the previous year of $8,500. After further discussions, Council tabled the item and requested that staff research the matter more closely as to costs for the facility, while attempting to coordinate and come to agreement with Mingus Union High School staff regarding the costs of operating the pool for MUHS swim activities.

After review of all invoices and prorating bills for the period in which the swim team uses the pool (costs were taken from actual billings for pool facility operation and were pro-rated based on number of days the pool was available for use by the High School) from August 2012 through November 2012, Staff came to a full amount spent last year for keeping the outdoor pool in operation for the High School in the amount of $22,895.28. This figure did not include costs for staff involving full operations (cleaning, backwashing, pump motor/filter inspection and monitoring residual chlorine levels) which would add an additional $2,995.38 to this amount for a grand total of nearly $25,890.

On July 8, 2013, the City Manager and Community Services General Manager met with Mingus Union High School Superintendent Paul Tighe to discuss options available for School Swim Team use for the 2013 fall season. Superintendent Tighe identified that at this point in their budget Mingus has very little funding to support the operations of the pool. Dr. Tighe and his Board simply recognize that with the District's limited budget they could not afford the total contribution recommended by city staff. MUHS is requesting the city's assistance this year in helping them keep the swim program alive by reducing the level of shared costs for the District. The shared costs of pool operations in future years are also a concern depending on the level of funding provided to education by the state legislature.

Staff has left the cost amount blank within the IGA should the Council direct staff to enter a lesser amount.

5. *School District Payment. Within 30 days of the date this Agreement is approved by both parties, the District shall pay the City the sum of _____dollars ($_____) as the District's proportional (__% cost recovery) share of the cost of operating the pool in 2013. In subsequent years, the City shall notify the District of its proportional share of the cost of operating the pool in that year (based on the best available information, which shall be provided to the District on request) by or before July 1 of that year, and the District shall pay that sum to the City within 30 days of commencing to use the pool in that year, provided, however, that the District's payment obligation for any year of this Agreement shall not be increased by more than 10 percent over its payment obligation in the preceding year.*

JUSTIFICATION/BENEFITS/ISSUES

Under the agreement, the City would like to see that all costs each year be reviewed and unilaterally shared by both agencies towards promoting youth programming into the future. This would include all costs pertaining to pool chemicals, electricity, gas, water, sewer, maintenance operations, and custodial operations costs be shared equally between the two agencies. However, in accordance with the IGA document, under section 17, it states:

17. Lack of School District Funding. If funding is not available to School District pursuant to A.R.S. § 15-910 to discharge its financial obligations pursuant to this Agreement, the parties shall attempt to renegotiate the terms of this Agreement related to payment of utilities so as to establish or identify a source of funding for the obligations under Sections 6, 7.1(g), and 8.1(e).

Cottonwood contributes towards youth programming throughout the community of Cottonwood and extending beyond borders of Cottonwood. Over the past 20 years, approximately $220,000 in operational expenses have been provided free of cost to the Mingus Union High School swim team activities involving total operational costs of the Aquatics Center facility from August to November of each year. In addition, the Council authorized a $1.3 million expansion of the current Outdoor Pool, thereby affecting positively the programs with both the High School and the Cottonwood Clippers swim team program. The City continues to seek and is desirous of cost sharing pertaining to such activities, and is willing to continue contributing where it can in order to assist with both operational and administrative costs annually. However, the District is struggling to meet basic educational needs and the additional costs of the pool place more burdens on their limited budget and they are making a request for assistance this year.

COST/FUNDING SOURCE

If the Council approves any reduction in the cost sharing amount contributed by MUHSD, the additional costs would be absorbed in the City's General Fund.

ATTACHMENTS:

Name:	Description:	Type:
IGA_for_MUHS_Use_of_Outdoor_Pool_(2011)_-_Revised_6-5-13.docx	Revised City IGA with Mingus Union High School District	Cover Memo
Mingus_Pool_Use_Costs.xlsx	Outdoor Pool Expenditures Sheet - Fall Programming	Cover Memo

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF COTTONWOOD AND
MINGUS UNION HIGH SCHOOL
(Cottonwood Outdoor Aquatics Center)

This Intergovernmental Agreement ("Agreement") is made and entered into this __th day of _____, 2013, between CITY OF COTTONWOOD, an Arizona municipal corporation ("City"), and MINGUS UNION HIGH SCHOOL DISTRICT of YAVAPAI COUNTY, ARIZONA, a political subdivision of the State of Arizona ("School District"), hereinafter collectively referred to as the "parties".

RECITALS:

A. Pursuant to A.R.S. § 11-951 *et seq.*, City and School District may contract for services or jointly exercise any powers common to the contracting parties and may enter into intergovernmental agreements with one another for joint or cooperative action.

B. City is authorized by A.R.S. §§ 9-240 and 9-276, to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of City.

C. School District is authorized by A.R.S. § 15-364 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of School District.

D. City upgraded and expanded its outdoor aquatics facility ("Aquatics Facility") in July, 2010, and desires to make that facility available to School District for its use from a varying, agreed-upon date in August of each year this Agreement is in effect through a varying, agreed-upon date in November of each such year, under the terms and conditions set forth herein, which terms and conditions shall include the School District's payment of a proportional share of the costs of utilities (APS, UNS Gas, Water and Sewer Utilities), chemicals, and labor (*i.e.*, lifeguards, pool maintenance, and custodial service) required and used to operate the facility during the months of use for each year that this Agreement is in effect.

NOW, THEREFORE, in consideration of the above recitals and mutual promises set forth below, City and School District agree as follows:

1. <u>City Grant of License to Use Aquatics Facility</u>. City hereby grants to School District a limited license subject to School District control pursuant to this Agreement to use the Aquatics Facility to provide physical education classes, lap swim programs, and extracurricular athletic activities at the Aquatics Facility for the benefit of students at Mingus Union High School, and to use the parking area of the Aquatics Facility for benefit of students and members of the public attending Mingus Union High School athletic events.

    1.1. The license granted to School District is subject to the terms and conditions stated in this Agreement.

    1.2. The license granted shall commence upon an agreed-upon date in August and last through November 15 of each year.

2. Scheduling and Use of Aquatics Facility by School District. On or before August 1 of each year that this Agreement is in effect, the parties shall develop a schedule for the School District's use of the Aquatics Facility for the upcoming season, including classes and other educational programs; practices; meets/tournaments; and other events and activities for which the School District anticipates a need to use the Aquatics Facility, including any use of the Aquatics Facility by third-parties associated with School District. All proposed uses shall be subject to City review and approval.

3. Aquatics Facility Operations & Maintenance. City shall provide all management of facilities for use of the Aquatics Facility involving pool mechanical operations, cleaning and overall maintenance and upkeep to keep facilities attractive and safe for all School District users. This will include all pool vacuuming, chemical feeding, monitoring of chemical feed systems, and management of pool pumps, motors and apparatus. City will make available all bath-house changing rooms/restroom/shower facilities for use and year-round deck space for a 12' x 16' storage shed area.

4. School District Operation/Ownership of Scoreboard and Electronic Touchpad Systems. City will authorize the School District's construction and installation of scoreboard/timing and underground electronic control systems at the Aquatics Facility. City will not be responsible for loss, damage or vandalism of the systems nor will City be responsible for the upgrades, maintenance, or repairs to such systems on City property at any time, unless damage is incurred by the negligence of City staff, or damages occur during the course of normal operating hours during a City program/event. (*See* Section 10).

5. School District Payment. Within 30 days of the date this Agreement is approved by both parties, the District shall pay the City the sum of _____dollars ($_____) as the District's proportional (__% cost recovery) share of the cost of operating the pool in 2013. In subsequent years, the City shall notify the District of its proportional share of the cost of operating the pool in that year (based on the best available information, which shall be provided to the District on request) by or before July 1 of that year, and the District shall pay that sum to the City within 30 days of commencing to use the pool in that year, provided, however, that the District's payment obligation for any year of this Agreement shall not be increased by more than 10 percent over its payment obligation in the preceding year.

6. Scope of School District Use:

   6.1. School District shall have use of the Aquatics Facility for all athletic competitions, practice and educational activities benefiting students at Mingus Union High School from 3:00 p.m. to 6:00 p.m. Monday through Friday, 7:00 a.m. to 10:00 a.m. on Saturdays, or as dictated by events or scheduling activities identified to City Recreation Center staff.

   6.2. School District shall be able to use the Aquatics Facility for school-related activities or other activities as authorized by City, whereby School District shall supervise all activities as scheduled.

   6.3. School District shall have the right to use any available parking spaces in the parking area for the benefit of students and members of the public attending any event, activity or program as scheduled.

7. City Responsibilities.

7.1. City shall have general responsibility for operation and maintenance of the Aquatics Facility. Without limiting the generality of the foregoing, City shall:

a. Provide for American Red Cross certified lifeguards necessary for supervising safe use of the pool and the facility where necessary when School District does not have personnel available with these credentials. City shall charge School District for such staff and labor at normal City pay rates for personnel, not to exceed $15.00 per hour per guard or supervisor.

b. Reserve use of facilities, as necessary, for use by School District.

c. Provide all necessary equipment for the operation of the Aquatics Facility safely and efficiently and ensure that City staff operate said the mechanical systems and pumps for proper facility operations.

d. Provide proper supervision to ensure that the Aquatics Facility, including without limitation, diving structures, lane lines, and pool equipment, are properly used and that pool users follow established rules and regulations of the City's Aquatics Facility Manual in regards to safe use of the pool and outlying facilities.

e. Provide all custodial maintenance operations for bathhouse and restroom facilities at City cost during the School District's use of the Aquatics Facility from the agreed-upon date in August through November 15 of each year. Custodial services will be provided three times a week with a local company in order to keep the facilities clean and sanitized for School District use.

f. Have the right to operate or contract to have operated a concession stand at the Aquatics Facility, and any profits, fees or charges in connection therewith being retained by City.

g. Charge School District all costs associated with energy needs at the Aquatics Facility from the agreed-upon date in August through November 15 pertaining to Arizona Public Service electrical use, UNS Gas use, City water use, all chemical charges to run mechanical chemical feed systems for the sanitation of water at the facility per State requirements and specifications, and any other costs associated with the School District's use of the Aquatics Facility. City shall invoice School District monthly and will provide copies of all billing information for School District review and records.

h. Not charge admission fees or charges to the public, however it will allow School District to do so, should School District authorize such fees for program activities.

i. Contact School District Athletic Director (or designee) in the event of any power outage or other condition which would prompt the shut-down of the Aquatics Facility pending power restoration or repairs.

7.2. Except as stated in Section 8.1(a) below, City shall have responsibility for general maintenance and upkeep of the Facility, including without limitation, maintenance of the pool equipment, heaters, diving structure, supplies, water chemistry, vacuuming and cleaning.

7.3. A cleaning and vacuuming schedule shall be coordinated with School District pursuant to which City shall be allowed three (3) days each week, for a minimum of four (4) hours per

day, to maintain proper cleaning and maintenance of the Aquatics Facility.

7.4. At all times, City shall oversee routine maintenance, including but not limited to, backwashing, daily equipment checks and/or adjustments, equipment repairs and/or replacement.

7.5. At all times, City shall have responsibility for the condition of the equipment and water chemistry of the Aquatics Facility. Periodically, City shall evaluate pool conditions for safe swimming, and shall have the authority to close the pool at any time when it determines that pool conditions are unsafe, subject to any ruling or determination made by the Yavapai County Health Department and regulations as specified.

8. School District Responsibilities.

8.1. While the School District is exercising its license to use the Aquatics Facility, School District shall:

a. Be responsible for safe pool use and for hosing off the pool deck, trash pick-up and supervision of students, swim teams, or other persons using the Aquatics Facility for education, athletic or competition purposes. School District shall also be responsible for maintaining its storage area in a clean and orderly manner.

b. Provide supervision to ensure that the pool facility, including without limitation, diving structures, lane lines, and pool equipment, are properly used and that pool users follow established rules and regulations of the City's Aquatics Facility Manual in regard to safe use of pool facilities. School District personnel MUST KEEP POOL GATES AND DOORS LOCKED AT ALL TIMES. School District personnel should also take proper action with students who abuse pool rules, equipment and diving structures in order to ensure a safe aquatic environment. School District personnel should provide adequate training on use of equipment and use of facilities.

c. Provide American Red Cross certified lifeguards necessary for supervising safe use of the pool and Aquatics Facility. School District personnel supervising any activity must hold current American Red Cross life-saving certification to avoid the assignment of City staff to supervise the activity. If assistance of City staff is needed for any School District sponsored activity or function, School District shall reimburse City for the time and labor of City staff needed for the activity.

d. Be responsible for training system, kick boards and other equipment associated with, and used by, swim teams.

e. Pay in a timely manner the invoices submitted to it by the City on a monthly basis, as more fully described in Section 7.1(g).

9. Coordination of Use.

9.1. School District shall cooperate with City to coordinate use and scheduling of the Aquatics Facility through Cottonwood Community Services Department, Aquatics Division, whose mailing address and phone number are, respectively: 827 North Main Street, Cottonwood, Arizona 86326; (928) 639-3200.

9.2. Pool heaters on site at the Aquatics Facility shall be used as necessary for the School District. School District may require the use of such heaters during its use of the pool facility. In such event, City shall start, monitor, operate and turn off the pool heaters, as required. The heaters shall be operated at a "set" temperature mutually agreed upon by the parties. School District personnel shall not operate pool heaters.

9.3. City shall notify School District when maintenance or repairs will require the water to be shut off in and around the pool areas during any time period that the School District has a right to or is otherwise scheduled to use the Aquatics Facility.

9.4. City and School District shall mutually establish rules, regulations and policies, where necessary, including so called "pool rules," pertaining to the safe use of the pool and the Aquatics Facility in a cooperative manner. All formal pool rules shall be in accordance with the City's Aquatics Facility Manual, whereby it shall be in the best interest of both parties to cooperate with each other in effectively operating and maintaining the Facility.

10. Reimbursements and Capital Repairs.

10.1. City shall reimburse School District for any repair or replacement of School District property, or the School District storage area or equipment damaged by City or damaged during the use of the Aquatics Facility by City or during City sponsored or approved activities. School District shall reimburse City for any repair or replacement of City property, equipment or fixtures damaged by School District or damaged during the School District's use of the Aquatics Facility or during use of the Aquatics Facility for any School District sponsored activity at the Aquatics Facility.

10.2. In the event that damage to the Aquatics Facility requiring repair or replacement does not arise from the negligence or willful misconduct of either party, and is of a type that under generally accepted accounting principles is to be capitalized or depreciated, the parties shall equally share the cost of such repair or replacement. The parties shall mutually determine when the cost of such repair or replacement will be incurred.

11. Insurance.

11.1. Each of the parties shall secure and maintain during the life of this agreement: statutory worker's compensation insurance with employer's liability policy limits in the amount of $1,000,000 for each incident for bodily injury, $1,000,000 for bodily injury by disease, and $1,000,000 for each employee for bodily injury by disease; commercial general liability, including contractual liability for assumption of the tort liability under this agreement, and personal injury liability, with limits of not less than $10,000,000 per occurrence; and commercial automobile liability insurance for any owned, hired or non-owned autos, with a limit of not less than $1,000,000 each accident. Each party shall retain the option of discharging this obligation by means of funded self-insurance, or by membership and participation in a statutorily authorized public-entity insurance pool. Should coverage be provided on a claims-made basis, the reporting period for claims shall be written so that it can be extended for not less than two (2) years.

11.2. City shall secure and maintain property insurance coverage protecting the Aquatics Facility, including the structural portion of the School District's storage area, and any City personal property at the Aquatics Facility against all risk of physical damage and loss for its full replacement cost. School District shall obtain similar coverage for the personal property

it maintains in the Aquatics Facility. School District and City hereby mutually waive their respective rights of recovery against each other for any loss insured by property insurance coverage existing for the benefit of the respective parties with the exception that City shall be entitled to any insurance proceeds received for damage loss to the swimming pool structure if the funds are not used to repair or rebuild the structure. City and School District shall provide at least thirty (30) days' notice of cancellation of material change in coverage. Each party shall list the other party as an additional insured on all applicable insurance policies. The parties agree to review annually the limits and types of insurance required herein and may, by mutual agreement, amend the requirements of Section 11, as they deem necessary.

11.3. City's responsibility, whether by insurance or self-insurance, shall be primary or designated as primary in respect to the acts and omissions of its employees and its operation of the Aquatics Facility. School District's responsibility, whether by insurance or self-insurance, shall be primary or designated as primary in respect to the acts and omissions of its employees and its operation or use of the Aquatics Facility.

12. Hold Harmless and Indemnification.

12.1. To extent permitted by law, City shall defend, indemnify and hold harmless School District, its officers, employees and agents, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, for damages to property or injuries to or death of any person or persons, including employees or agents of School District, and including, but not by way of limitation, worker's compensation claims, resulting from or arising out of the negligent or wrongful acts, errors or omissions of City, its officers, employees, agents, consultants, contractors or subcontractors. This paragraph 12.1 shall survive the termination of the Agreement.

12.2. To extent permitted by law, School District shall defend, indemnify and hold harmless City, its officers, employees and agents, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, for damages to property or injuries to or death of any person or persons, including employees or agents of City, and including, but not by way of limitation, worker's compensation claims, resulting from or arising out of the negligent or wrongful acts, errors or omissions of School District, its officers, employees, agents, students, guests, consultants, contractors or subcontractors. This paragraph 12.2 shall survive the termination of the Agreement.

12.3. In the event of any third party legal action against both School District and City, the parties agree to discuss and analyze the benefits of a common, mutual defense.

13. Expiration or Termination.

13.1. Unless renewed by mutual agreement of the parties, this Agreement and the license granted hereunder to School District to use the Aquatics Facility shall automatically terminate without further action required by either party on the yearly anniversary of the Commencement Date. However, if requested by City, School District shall execute and record an instrument evidencing the termination of the license granted under this Agreement.

13.2. In the event that the City fails to observe or perform any of the covenants, conditions and terms of this Agreement which are required to be observed or performed by City, where such failure shall continue for a period of thirty (30) days after written notice thereof from School District, then School District may terminate this Agreement within a 30-day period by

any lawful means or proceed with whatever steps School District may deem necessary in order to enforce the rights and remedies available to School District under this Agreement, at law or equity, including, without limitation, the right of specific performance of this Agreement or the right to recover its damages from City.

13.3. In the event that School District fails to observe or perform any of the covenants, conditions and terms of this Agreement which are required to be observed or performed by School District, where such failure shall continue for a period of thirty (30) days after written notice thereof from City, then City may terminate this Agreement within a 30 day period by any lawful means or proceed with whatever steps City may deem necessary in order to enforce the rights and remedies available to City under this Agreement, at law or equity, including, without limitation, the right of specific performance of this Agreement of the right to recover its damages from School District.

14. Assignment. This Agreement and the rights accorded to and the obligations required of the parties hereunder shall not be assigned, delegated, granted, conveyed or otherwise transferred to any third party without the express, written consent of the other party, and such assignment, delegation, grant, conveyance, or other transfer made by a party without the consent of the other party shall be deemed void and shall constitute good cause for the termination of this Agreement and the rights granted hereunder.

15. Nature of License to Use. The revocable license granted herein to School District is expressly intended *not* to run with the land or be appurtenant to the land upon which the Aquatics Facility is situated or Mingus Union High School is located, but is expressly intended to be personal for the benefit of the School District for the limited purposes stated herein.

16. No Third-party Beneficiaries. Failure to comply with the terms of this Agreement shall not provide the basis of any third party action against either of the parties, and there are no third party beneficiaries of this Agreement.

17. Lack of School District Funding. If funding is not available to School District pursuant to A.R.S. § 15-910 to discharge its financial obligations pursuant to this Agreement, the parties shall attempt to renegotiate the terms of this Agreement related to payment of utilities so as to establish or identify a source of funding for the obligations under Sections 6, 7.1(g), and 8.1(e). In the event the School District cannot or does not meet its financial obligations to the City under this Agreement for the reasons stated herein, City shall have the right to immediately discontinue heating of the swimming pool and all other operations on the School District's behalf at the Aquatics Facility, and/or to terminate this Agreement and School District's license hereunder.

18. Execution and Recordation. This Agreement shall become effective as of August 1, 2011. The terms and conditions of this Agreement shall remain in full force and effect unless modified in writing by the parties.

19. Notice. Whenever a notice or other communication is required or permitted to be given, it shall be given in writing and delivered personally, or delivered by the postal service, certified mail, return receipt requested, to the other party at the address indicated below, or at such other address as may be designated by either party:

If to City: City of Cottonwood
827 North Main Street
Cottonwood, Arizona 86326

With a Copy to: City of Cottonwood – City Attorney's Office
827 North Main Street
Cottonwood, Arizona 86326

If to School District: Mingus Union High School
Superintendent
1801 East Fir Street
Cottonwood, Arizona 86326

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

21. Conflict of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing their names on the day and date first written above.

CITY OF COTTONWOOD	MINGUS UNION HIGH SCHOOL DISTRICT
By:_____	By:_____
Mayor	Board President

APPROVAL OF SCHOOL DISTRICT AND ATTORNEYS

The Undersigned hereby state that each has reviewed the proposed Intergovernmental Agreement between the City of Cottonwood and the Mingus Union High School District, and do declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the law of the State of Arizona.

By:	By:
_____	_____
Cottonwood City Attorney	Attorney for Mingus Union High School District
_____	_____
Date	Date

SUMMARY OF POOL COST FOR MINGUS 3 MONTH PERIOD

Utilites

APS	$7,152.43	The utility numbers are taken from actual billings for the
Water	$4,179.62	pool facility. They are also prorated base on number of days
Sewer	$1,418.12	the pool is available for Mingus use.
Century Link	$100.74	
UNS Gas	$5,110.06	
	$17,960.97	
Chemicals	$3,415.38	
Cleaning	$1,188.00	
Maintenace Labor	$330.93	
Total	$22,895.28	

Does not include operational oversight

Employee	Week Hours	3 mos	Hrly pay	Wages	Benefits	Total Costs
Jack Teel	5	60	$16.36	$981.60	$343.56	$1,325.16
Rich Wells	5	60	$20.62	$1,237.20	$433.02	$1,670.22
			$36.98	$2,218.80	$776.58	$2,995.38

Pool charges

	Monthly Bill			Prorate for days of use			
August 2012	**Begin Date**	**End Date**	**Amount**	**Bill Days**	**Daily Cost**	**Swim Days**	**Extended**
Electricity	7/30/2012	8/29/2012	$2,569.76	30	$85.66	17	$1,456.22
Water	7/11/2012	8/10/2012	$1,173.10			0	$0.00
Sewer	7/27/2012	8/27/2012	$419.75	31	$13.54	15	$203.10
Century Link		8/18/2012	$34.71	30	$1.16	6	$6.96
Unisource	7/28/2012	8/27/2012	$31.17	30	$1.04	15	$15.60
September 2012							
Electricity		08/29 - 09/28	$2,505.67				$2,505.67
Water		08/10 - 09/11	$1,290.26				$1,290.26
Sewer		08/27 - 09/27	$463.95				$463.95
Century Link		9/18/2012	$34.71				$34.71
Unisource		08/28 - 09/26	$779.75				$779.75
October 2012							
Electricity		09/28 - 10/26	$2,377.39				$2,377.39
Water		09/11 - 10/11	$1,424.54				$1,424.54
Sewer		09/27 - 10/27	$513.35				$513.35
Century Link		10/18/2012	$34.71				$34.71
Unisource		9/27 - 10/26	$3,151.46				$3,151.46
November 2012							
Electricity	10/26/2012	11/29/2012	$1,843.04	34	$54.21	15	$813.15
Water	10/11/2012	11/9/2012	$1,464.82				$1,464.82
Sewer	10/27/2012	11/27/2012	$526.35	31	$16.98	14	$237.72
Century Link	10/19/2012	11/18/2012	$34.71	30	$1.16	21	$24.36
Unisource	10/26/2012	11/27/2012	$2,481.69	32	$77.55	15	$1,163.25
							$17,960.97

23154.89

	Monthly					
	usage	Units/mo.	Unit Cost	Ext. Cost	# of mos.	Total Cost
Pool Chemicals						
Chlorine Briquettes	5	buckets	$114.50	$572.50	3	$1,717.50
Caustic Soda	2	barrels	$282.98	$565.96	3	$1,697.88
						$3,415.38
Custodial						
Cleaning (7 days a week)	Annual Cost / 12 x3 month usage>>			$396.00	3	$1,188.00
Maintenance						
September					$45.00	
October					$18.00	
November 9	Final cleaning before shutdown				$267.93	$330.93

City of Cottonwood, Arizona
City Council Agenda Communication

Print

Meeting Date:	July 16, 2013
Subject:	Special Event Liquor License Application for the Verde Valley Land Preservation Institute.
Department:	City Clerk
From:	Marianne Jimenez, City Clerk

REQUESTED ACTION

Consideration of recommendation of approval or denial for a Special Event Liquor License application from Robert Rothrock, applicant for the Verde Valley Land Preservation Institute.

SUGGESTED MOTION

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

"I move to recommend approval of the Special Event Liquor License Application for Robert Rothrock, applicant for the Verde Valley Land Preservation Institute, for an event scheduled for July 27, 2013, at the Manheim Gallery, located at 747 North Main Street."

BACKGROUND

Robert Rothrock has submitted a Special Event Liquor License Application on behalf of the Verde Valley Land Preservation Institute for an event scheduled for July 27, 2013, at the Manheim Gallery.

JUSTIFICATION/BENEFITS/ISSUES

All Special Event Liquor License applications that are submitted to the Arizona Department of Liquor Licenses & Control (ADLLC) for events 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:
Verde_Valley_Land_Preservation_7-27.pdf	Verde Valley Land Preservation Special	Backup Material

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

DLLC USE ONLY
LICENSE #

1. Name of Organization: Verde Valley Land Preservation
2. Non-Profit/I.R.S. Tax Exempt Number: DLN 17053019731088 ID # 31535 EIN 52-2381208
3. The organization is a: (check one box only)
   - ☐ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
   - ☑ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☑ on-site consumption ☐ off-site consumption (auction) ☐ both
5. Location of the event: 747 N. Main St Cottonwood Yavapai 86326
   Address of physical location (Not P.O. Box) City County Zip

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

6. **Applicant**: Rothrock, Robert William 11/3/51
   Last First Middle Date of Birth
7. Applicant's Mailing Address: 815 N 4th St. Cottonwood AZ 86326
   Street City State Zip
8. Phone Numbers: (401) 954 - 8617 ( ) (928) 634-3633
   Site Owner # Applicant's Business # Applicant's Home #
9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	July 27th 2013	Saturday	5 PM	8 PM
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

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

11. This organization has been issued a special event license for 0 days this year, including this event (not to exceed 10 days per year).

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

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES. Liquor will not be sold

Name _____ _____ Percentage

Address _____

Name _____ _____ Percentage

Address _____

(Attach additional sheet if necessary)

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

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

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

____ # Police ☐ Fencing
____ # Security personnel ☐ Barriers

all alcoholic bererages (wine) will be served indoors in the gallery spaces Signage & volunteers will prevent these from leaving the indoor areas

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

_____ ( ) _____
Name of Business Phone Number

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

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

18. I, Robert W. Rothrock declare that I am an **Officer/Director/Chairperson** appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Robert W Rothrock President 7/1/13 (928) 634-3633
(Signature) (Title/Position) (Date) (Phone #)

MATTHEW MCLEAN
Notary Public, State of Arizona
Yavapai County
My Commission Expires
November 17, 2014

State of ARIZONA County of YAVAPAI
The foregoing instrument was acknowledged before me this
2ND JULY 2013
Day Month Year

My Commission expires on: 11/17/2014 (Date)
(Signature of NOTARY PUBLIC)

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

19. I, _____ declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

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

My commission expires on: _____ (Date) _____ (Signature of NOTARY PUBLIC)

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

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application

on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)

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

18. I, _____ declare that I am an **Officer/Director/Chairperson** appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X _____ _____ _____ (____)_____
(Signature (Title/Position) (Date) (Phone #)

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

_____
Day Month Year

My Commission expires on: _____ _____
(Date) (Signature of NOTARY PUBLIC)

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

19. I, _____ declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

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

_____
Day Month Year

My commission expires on: _____ _____
(Date) (Signature of NOTARY PUBLIC)

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

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ _____ hereby recommend this special event application
(Government Official) (Title)

on behalf of _____ _____ _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ _____ (Date) _____

☐ APPROVED ☐ DISAPPROVED BY: _____

_____

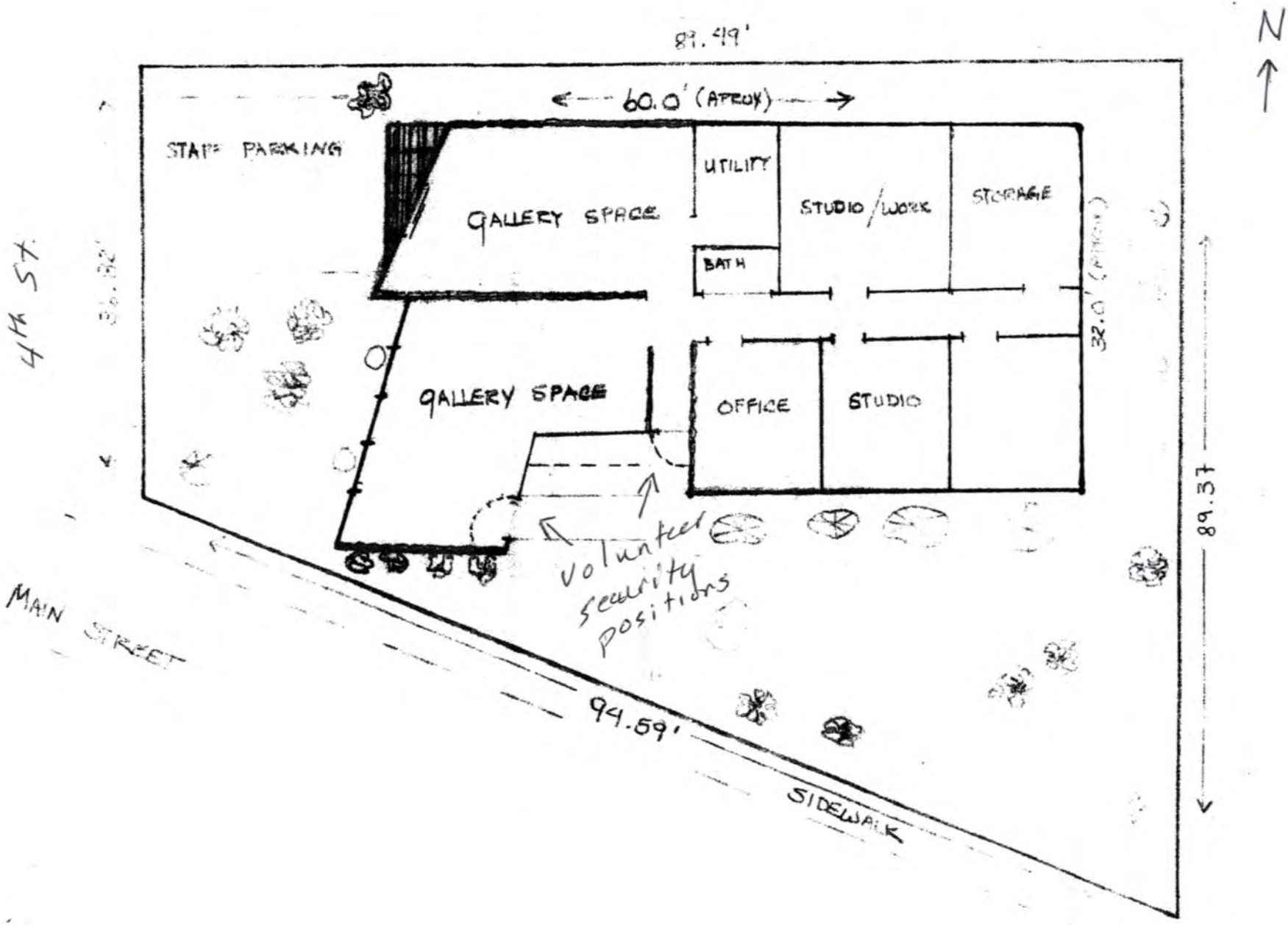
_____ (Title) _____ (Date) _____

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

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

N↑

Wine will be served in the gallery spaces shown on the attached floor plan. Signage & volunteers will prevent alcoholic beverages from leaving the indoor areas



THE MANHEIM GALLERY
747 NORTH MAIN
COTTONWOOD, AZ 86326

SERIES: **15 SPECIAL EVENT LICENSE (Temporary)**

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that,* in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: **One (1) to seven (7) days.**

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: **$25.00 per day.**

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

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

City of Cottonwood, Arizona
City Council Agenda Communication

Print

Meeting Date:	July 16, 2013
Subject:	Special Event Liquor License Application for the Old Town Association.
Department:	City Clerk
From:	Marianne Jimenez, City Clerk

REQUESTED ACTION

Consideration of recommendation of approval or denial for a Special Event Liquor License application from Cindi Battisti, applicant for the Old Town Association.

SUGGESTED MOTION

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

"I move to recommend approval of the Special Event Liquor License Application for Cindi Battisti, applicant for the Old Town Association, for the Thunder Valley Rally event scheduled for September 20 & 21, 2013, in Old Town."

BACKGROUND

Cindi Battisti has submitted a Special Event Liquor License Application on behalf of the Old Town Association for the Thunder Valley Rally scheduled for September 20 and 21, 2013, in Old Town.

The map attached to the application indicates liquor will be sold at specified locations located in the Old Jail parking lot, the parking lot across the street from the Old Jail, the parking lot behind Orion Bread Company, the parking lot behind the Ledbetter Law office, and at the northwest intersection of Pinal and Main Street.

JUSTIFICATION/BENEFITS/ISSUES

All Special Event Liquor License applications that are submitted to the Arizona Department of Liquor Licenses & Control (ADLLC) for events 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:
7-16-13_OTA_Thunder_Valley_Rally_LL.pdf	OTA Special Event LL for Thunder Valley Rally	Cover Memo

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

DLLC USE ONLY
LICENSE #

1. Name of Organization: Old Town Association
2. Non-Profit/I.R.S. Tax Exempt Number: 86-0723220
3. The organization is a: (check one box only)
   - ☑ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
   - ☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☑ on-site consumption ☐ off-site consumption (auction) ☐ both

   To promote Old Town, and to raise vital funds to market our Main St. District.
5. Location of the event: 821 N. Main St. (Old Town Cottonwood) | Cottonwood | Yavapai | 86326
   Address of physical location (Not P.O. Box) | City | County | Zip

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

6. **Applicant**: Battisti (Last) | Cindi (First) | (Middle) | 5/03/52 (Date of Birth)
7. Applicant's Mailing Address: 821 N. Main St. (Street) | Cottonwood (City) | AZ (State) | 86326 (Zip)
8. Phone Numbers: ( ) (Site Owner #) | ( ) (Applicant's Business #) | (602) 430-6740 (Applicant's Home #)
9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	9/20/13	Friday	4 p.m.	11 p.m.
Day 2:	9/21/13	Saturday	9 p.m.	11 p.m.
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

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

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

11. This organization has been issued a special event license for 2 days this year, including this event (not to exceed 10 days per year).

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

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

Name 4-Coyotes Productions, LLC — 50% Percentage

Address 9375 E. Shea Blvd. Suite 100 Scottsdale, AZ 85260

Name Old Town Association — 50% Percentage

Address 821 N. Main St. Cottonwood, AZ 86326

(Attach additional sheet if necessary)

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

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

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

10 # Police ☑ Fencing
15 # Security personnel ☑ Barriers

We will have the AZ Rangers posted at each critical juncture in Old Town to insure no alcohol is brought in or taken out. In addition we will have portable fence structures and barriers at these locations too. The Cottonwood Police Dept. will be on patrol during the program as well.

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

Name of Business ( ) Phone Number

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

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

18. I, _____ declare that I am an **Officer/Director/Chairperson** appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X _____ _____ _____ (____) _____
(Signature (Title/Position) (Date) (Phone #)

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

_____
Day Month Year

My Commission expires on: _____ _____
(Date) (Signature of NOTARY PUBLIC)

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

19. I, Cynthia Kerber-Bettisti declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

x Cynthia Kerber Bettisti
(Signature)

MATTHEW MCLEAN
Notary Public, State of Arizona
Yavapai County
My Commission Expires
November 17, 2014

State of ARIZONA County of YAVAPAI
The foregoing instrument was acknowledged before me this
3rd JULY 2013
Day Month Year

My commission expires on: Nov. 17, 2014
(Date) (Signature of NOTARY PUBLIC)

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

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ _____ hereby recommend this special event application
(Government Official) (Title)

on behalf of _____ _____ _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

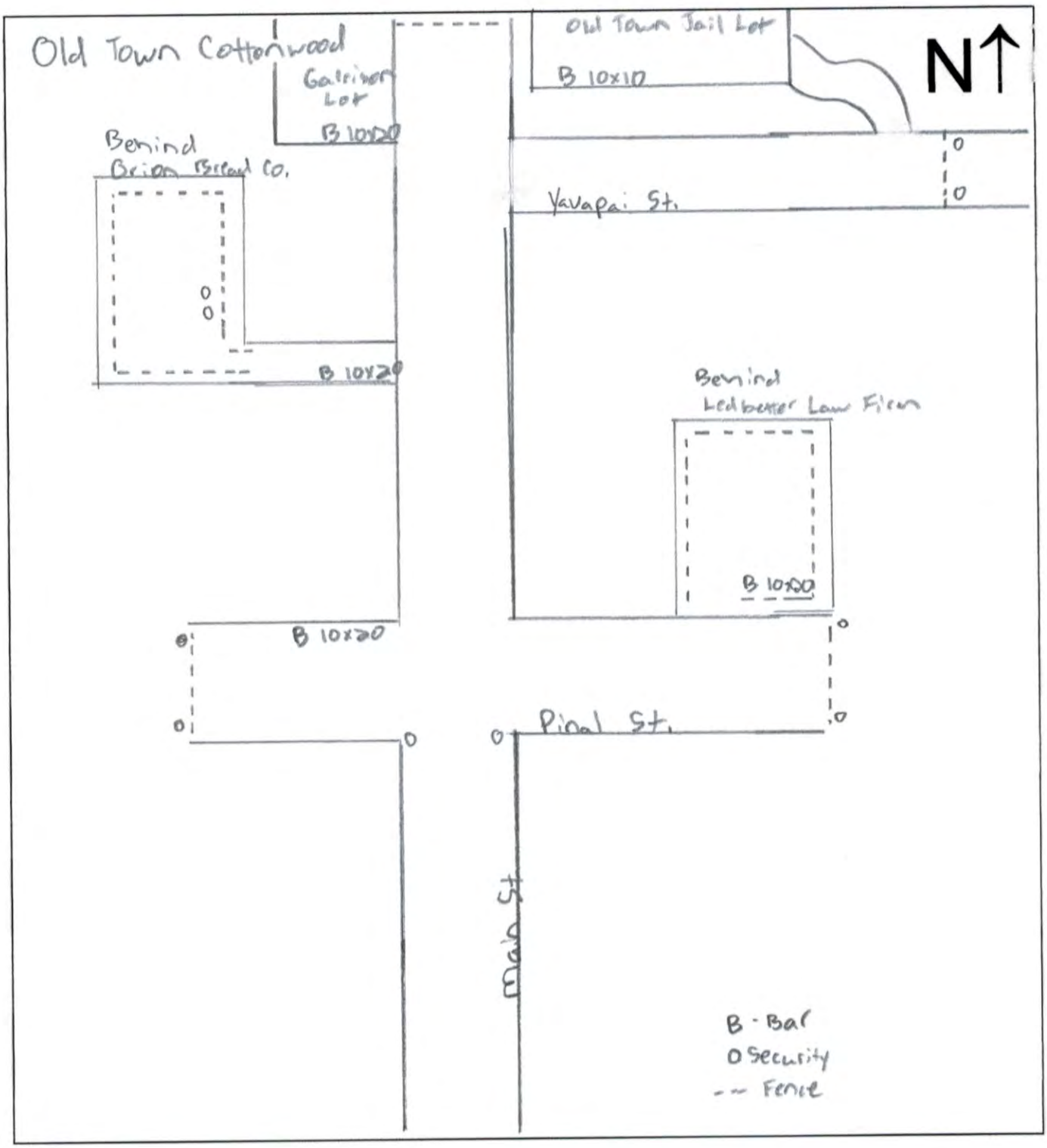
_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)

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

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



City of Cottonwood, Arizona
City Council Agenda Communication

Print

Meeting Date:	July 16, 2013
Subject:	Library Advisory Board Member Appointments
Department:	Community Services
From:	Vanessa Ward, Library Manager

REQUESTED ACTION

Appointments to fill vacant seats on the Library Advisory Board by resolution.

SUGGESTED MOTION

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

"I move to approve Resolution Number 2705 appointing _____ a member of the Library Advisory Board for a three year term."

"I move to approve Resolution Number 2706 appointing _____ a member of the Library Advisory Board for a three year term."

"I move to approve resolution number 2707 appointing _____ a member of the Library Advisory Board for a three year term."

BACKGROUND

Three (3) Library Advisory Board terms of office have expired as follows:
Citizen Name Date of Term Expiration

- Tyler Harding 7/20/2013
- Joan Lambard 7/20/2013
- Thelma Fisher 7/20/2013

The Human Resource Manager advertised the above vacancies on the Library Advisory Board in the local newspapers. Tyler Harding and Thelma Fisher have expressed their desire to continue working another term and have requested Council consideration for reappointment. Joan Lambard has chosen to step down from the board. Iris Dobler received applications from the following people:

- Geraldine Birch

- Nancy (Liz) Gooslin
- Susan Hawley
- John O'Neill
- Judy Paulus
- Ellen Poule
- Hank Suverkrup
- Tyler Harding
- Thelma Fisher

Please see the attached copies of Board applications from the nine(9) applicants for the three (3) open positions.

JUSTIFICATION/BENEFITS/ISSUES

Issue: fill vacancies on the Library Advisory Board according to requirements by the Municipal Code for a seven member board.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
BOARD_APPLICANTS.pdf	Board Applications	Cover Memo
RES2705.doc	Resolution Number 2705	Cover Memo
res2706.doc	Resolution Number 2706	Cover Memo
res2707.doc	Resolution Number 2707	Cover Memo

016-06-

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

APPLICATION FOR Library
(BOARD/COMMISSION/COMMITTEE)

NAME Birch, Geraldine Verna
(Last) (First) (Middle)

MAILING ADDRESS PO Box 521 Cornville AZ 86325
(Route or Box) (City) (State) (Zip)

STREET ADDRESS 950 S. Sheepshead Crossing Rd.
(Number & Street) (City) (State) (Zip)
Cornville, AZ 86325

HOME PHONE 928-649-8675 WORK/MESSAGE PHONE 928-301-2663

EMAIL ADDRESS: panama60@gmail.com

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc.
Life Member - League of Women Voters

Education B.A. California Lutheran University, 1990 Political Science
A.A. L.A. Pierce College, 1979, Journalism

Work Experience See attached resume

(Please continue on reverse side)

Application for (Board/Commission/Committee)
Page 2

Please describe your qualifications for serving on Board/Commission/Committee: As executive director of the Make-A-Wish Foundation, I was responsible for working with a nine-member board, so I understand the responsibilities involved.

List any community service organizations or projects you have been involved with (include a brief description of activities):
Volunteer - Make-A-Wish Foundation (events, wish coordinator)
Leader - Verde Valley Writers' Workshop (meeting agenda, prepare learning materials)
Facilitator - OLLI Fiction Workshops

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

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

Are you currently a resident of Cottonwood? If so, how long have you been a resident of the City?
No. I have lived in Cornville for 14 years.

Signature Geraldine V. Burch Date 5-29-13

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

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

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

GERALDINE BIRCH
PO Box 521, Cornville, AZ 86325
928-649-8675
928-301-2663
panama60@gmail.com

EXPERIENCE

AUTHOR, FREE-LANCE WRITER
MAY 2005 TO PRESENT
Published Author: *City of Refugees* and *The Swastika Tattoo* available on Amazon and Barnes & Noble..

News and feature articles for the *Arizona Republic, Christian Science Monitor, the Verde Independent, and MaitreD.*

MAKE-A-WISH FOUNDATION OF ARIZONA
SEPT. 2004 TO MAY 2005
Coordinator of Northern Arizona Office
Solely responsible for raising $300,000 for wish children in the northern Arizona region, including oversight of all fundraising activities. This position included travel of 300 to 500 miles a week throughout the district. Created all publicity for the northern Arizona region.

MAKE-A-WISH FOUNDATION OF NORTHERN ARIZONA
JANUARY 2000 TO SEPT. 2004
Executive Director
Responsible for the financial direction of the chapter through sound fiscal management; this included all financial reports to the National Office and audits by independent accounting firms. As Executive Director, I was responsible for coordination of all fundraising activities, oversight of wishes granted to children with life-threatening illnesses, and the hiring and training of employees and volunteers as well as lay-offs when the Northern Arizona chapter was incorporated into another state chapter. Worked with the Board of Directors to develop policy, financial direction, and approval of all fundraisers. Under the direction of the national office, I coordinated all activities related to the incorporation of the Northern Arizona chapter with the Southern Arizona chapter to form Make-A-Wish Foundation of Arizona.

CITY OF SEDONA JULY 1997 TO JULY 1998
Assistant to City Manager for Arts and Culture
Revamped the City's Arts and Culture Department through a

citizen's committee. Set up the Artist in the Classroom program; Lunch at the Plaza program; responsible for the development of the budget for the Arts and Culture Department.

CITY OF SEDONA SEPT. 1995 TO JULY 1997
Public Information Officer/Assistant to City Manager
Creation of new public relations program, *CityLink*, which appeared in local newspaper once a month; wrote and edited all press releases, feature stories and all visual art. Developed and promoted city's first television show. Promoted, publicized, coordinated, and wrote final reports for two Town Halls. Wrote all city newsletters; scheduled all City Manager meetings, and responded to citizen complaints.

SEDONA RED ROCK NEWS, 1992-1995
Editor of Sedona Scene, Columnist, Reporter
Responsible for weekly layout and articles on the arts and culture community for the newspaper's weekly magazine; wrote weekly political column, "Gerrymandering"; and responsible for coverage of U.S. Forest Service, Sedona School District, and Airport Authority. Also wrote features.

LOS ANGELES TIMES, 1983 TO SEPT. 1991
Free-lance writer, San Fernando Valley and Ventura County Editions
Responsible for city council, school district, and planning commission coverage in various areas of the San Fernando Valley and Ventura County. Also wrote features, crime stories, and news briefs.

EDUCATION

CALIFORNIA LUTHERAN UNIVERSITY
B.A., Political Science 1990
GPA 3.57 Graduated Cum Laude
Recipient of Presidential Scholarship: A $10,000 scholarship awarded to returning students based upon grade point average and community service.
Departmental Assistant to Political Science Department, 1989 and 1990.

LOS ANGELES PIERCE COLLEGE
A.A., Journalism and Public Relations 1979
GPA 4.0
Editor of Pierce College newspaper, *The Round-Up*

03-05-13 P01:22

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

APPLICATION FOR COTTONWOOD PUBLIC LIBRARY BOARD
(BOARD/COMMISSION/COMMITTEE)

NAME GOOSLIN (Last) NANCY (First) (LIZ) ELIZABETH (Middle)

MAILING ADDRESS 1918 S CAMINO REAL (Route or Box) COTTONWOOD (City), AZ (State) 86326 (Zip)

STREET ADDRESS SAA (Number & Street) (City) (State) (Zip)

HOME PHONE 928-649-3674 WORK/MESSAGE PHONE 928-451-9308

EMAIL ADDRESS: librarylady600@yahoo.com

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc.
LICENCED INSURANCE AGENT

Education H.S., PARAPROFESSIONAL

Work Experience I HAVE WORKED FOR THE COTTONWOOD PUBLIC LIBRARY AS BOTH STAFF AND VOLUNTEER FOR THE PAST FIVE YEARS. I HAVE ALSO WORKED AT WESTCOTT FUNERAL HOME AND AMERICAN HERITAGE ACADEMY DURING THIS TIME AS WELL

(Please continue on reverse side)

Application for (Board/Commission/Committee)
Page 2

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

I HAVE A LONG TERM ASSOCIATION WITH THE COTTONWOOD PUBLIC LIBRARY AND WOULD LIKE TO CONTINUE BEING A PART OF THIS WONDERFUL LIBRARY

List any community service organizations or projects you have been involved with (include a brief description of activities):

I VOLUNTEER YEARLY FOR THE COTTONWOOD CHAMBER OF COMMERCE, AND THIS FALL WILL BE ON THE BOARD OF THE VERDE VALLEY CONCERT ASSOCIATION.

Have you ever been convicted of, or pled "no contest" to **any** crime, including any convictions that were later set aside or expunged? X YES - 1997 NO

Does the City of Cottonwood employ any relative of yours? ____ YES X NO

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

NO, BUT I HAVE LIVED IN VERDE VILLAGE SINCE 1994, AT MY CURRENT ADDRESS SINCE 2001

Signature Nancy E Hoozli Date 5-29-2013

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

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

03-06- 3 P12:43 IN

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

APPLICATION FOR Library Board
(BOARD/COMMISSION/COMMITTEE)

NAME Hawley (Last) Susan (First) E. (Middle)

MAILING ADDRESS PO Box 689 (Route or Box) Cornville (City) Az (State) 86325 (Zip)

STREET ADDRESS 11575 Purple Sage (Number & Street) Cornville (City) Az (State) 86325 (Zip)

HOME PHONE 928-202-1989 WORK/MESSAGE PHONE 928-300-7254

EMAIL ADDRESS: lostman@commspeed.net

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc.

Education B.A. Cultural Anthropology; minor: Navajo Studies & language

Work Experience Safeway Floral 2yrs. Clark Memorial Library 7yrs., retired 2009

(Please continue on reverse side)

Application for (Board/Commission/Committee)
Page 2

Please describe your qualifications for serving on Board/Commission/Committee: Previous service on board 1991-2012; Secretary 1991- @ 2009. 34 years library volunteer. 7 years employment Clark Library.

List any community service organizations or projects you have been involved with (include a brief description of activities):
Cottonwood Library Board 1991-2012
Original member Comittee to encourage passage of small sales tax to fund construction of current library.
Volunteer Cottonwood Public Library 34 years.

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

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

Are you currently a resident of Cottonwood? If so, how long have you been a resident of the City?
Cottonwood resident 1977 to 2005. Cornville 2005 to present.

Signature Susan Crawley Date 29 June, 2013

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30-05- 3 P03:34 N

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

APPLICATION FOR COTTONWOOD PUBLIC LIBRARY
(BOARD/COMMISSION/COMMITTEE)

NAME O'NEILL JOHN R
(Last) (First) (Middle)

MAILING ADDRESS PO BOX 714 CLARKDALE AZ 86324
(Route or Box) (City) (State) (Zip)

STREET ADDRESS 405 MAIN CLARKDALE AZ 86324
(Number & Street) (City) (State) (Zip)

HOME PHONE 928-634-7553 WORK/MESSAGE PHONE NONE

EMAIL ADDRESS: ONEILLO JOHN.R@GMAIL.COM
ZERO

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc.
AMERICAN LIBRARY ASSOCIATION - 30 YRS

Education BA ENGLISH LITERATURE/ENGLISH EDUCATION
MINOR IN HISTORY & PSYCHOLOGY EASTERN WASHINGTON UNIV.

Work Experience 29+ YRS AT THE COTTONWOOD PUBLIC LIBRARY: HIRED AS LIBRARY CLERK IN APR OF 83, NAMED DIRECTOR IN OCT OF 86 (I BELIEVE); SERVED IN THAT CAPACITY UNTIL RETIREMENT IN AUGUST 2011.

(Please continue on reverse side)

Application for (Board/Commission/Committee)
Page 2

Please describe your qualifications for serving on Board/Commission/Committee: BESIDES WORK EXPERIENCE I HAVE BEEN A LIFELONG USER AND ADVOCATE OF PUBLIC LIBRARIES. I HAVE A VERY THOROUGH UNDERSTANDING OF THE BOARD'S FUNCTION WITHIN THE CITY (SINCE I WROTE THE ORDINANCE) AND WOULD BE COMFORTABLE WORKING WITHIN ITS PERIMETERS.

List any community service organizations or projects you have been involved with (include a brief description of activities):
CLARKDALE PLANNING & ZONING - 5 YRS (LATE 80s TO EARLY 90s)
COTTONWOOD BOOKMARKS - CPL'S FRIENDS GROUP

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

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

Are you currently a resident of Cottonwood? If so, how long have you been a resident of the City?
I HAVE RESIDED IN CLARKDALE SINCE 1983

Signature John R. O'Neil Date 5·28·13

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30-05-13 P03:34 IN

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COTTONWOOD, AZ 86326
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Revised January 11, 2010

APPLICATION FOR Library Board
(BOARD/COMMISSION/COMMITTEE)

NAME Paulus (Last) Judy (First) (Middle)

MAILING ADDRESS PO Box 1037 (Route or Box) Cottonwood (City) Az (State) 86326 (Zip)

STREET ADDRESS 186 E. Bow Maker Tr. (Number & Street) Cottonwood (City) Az (State) 86326 (Zip)

HOME PHONE 928-634-1988 WORK/MESSAGE PHONE 928-301-1942 *

EMAIL ADDRESS: judy1942@g.com

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. Former Real Estate Broker

Education 2 Associate Degrees

Work Experience Owned Dairy Queen, Child Custody Investigator, Maricopa County Atty's Office - Child Support Collection, Owned Property Management Company. Retired 2007.

(Please continue on reverse side)

Application for (Board/Commission/Committee)
Page 2

Please describe your qualifications for serving on Board/Commission/Committee: Volunteered at Cottonwood Library since 1995, Been in business on & off since 1965; have good common sense.

List any community service organizations or projects you have been involved with (include a brief description of activities):
I was on the original board of directors for the Cottonwood Boys + Girls Club, volunteered for parents anonymous as a counselor, President of Arizona Chapter of National Assoc. of Property Managers.

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

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

Are you currently a resident of Cottonwood? If so, how long have you been a resident of the City?
I'm a resident of Verde Village #7

Signature Judy Pauline Date 5-28-13

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816 NORTH MAIN STREET
COTTONWOOD, AZ 86326
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Fax (928) 634-3727
Revised January 11, 2010

APPLICATION FOR Board of Trustees, Cottonwood Public Library
(BOARD/COMMISSION/COMMITTEE)

NAME Poule (Last) Ellen (First) R. (Middle)

MAILING ADDRESS 890 S. Sand Flower Dr. (Route or Box) Cornville (City) Az (State) 86325 (Zip)

STREET ADDRESS 890 S. Sand Flower Dr. (Number & Street) Cornville (City) Az (State) 86325 (Zip)

HOME PHONE 928-300-8025 WORK/MESSAGE PHONE 928-300-8025

EMAIL ADDRESS: erpoule1@yahoo.com

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc.

Education Associate's Degree, Business Management Administration

Work Experience 28 yrs at an electric and gas company in Syracuse, N.Y. - 16 of those years were as a front line supervisor.

6 yrs as Executive Administrative Assistant at Flood Control District of Maricopa County.

(Please continue on reverse side)

Application for (Board/Commission/Committee)
Page 2

Please describe your qualifications for serving on Board/Commission/Committee: CURRENTLY I AM A VOLUNTEER 2 DAYS PER WEEK AT THE COTTONWOOD LIBRARY. I HAVE OWNED AND OPERATED 2 SMALL BUSINESSES OVER THE YEARS. I WAS A CUSTOMER SERVICE SUPERVISOR FOR 16 YEARS WITH BUDGETARY RESPONSIBILITIES.

List any community service organizations or projects you have been involved with (include a brief description of activities):

1. VOLUNTEERED AT AMERICAN HERITAGE ACADEMY AS A READING TUTOR
2. UNITED WAY OF CENTRAL NEW YORK - WAS CHAIRMAN OF THE ANNUAL DONATIONS DRIVE FOR 3 YEARS.
3. VOLUNTEERED AT VERDE VALLEY MEDICAL CENTER IN THE GIFT SHOP

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

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

Are you currently a resident of Cottonwood? If so, how long have you been a resident of the City?
RESIDENT IN HOUSING DEVELOPMENT OF AMANTE (VERDE SANTA FE) IN CORNVILLE FOR 4 YEARS

Signature Ellen R Poole Date 6-7-13

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

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Revised January 11, 2010

APPLICATION FOR Board Library
(BOARD/COMMISSION/COMMITTEE)

NAME Suverkrup (Last) Hank (First) Louis (Middle)

MAILING ADDRESS 472 So. Mill Dr. (Route or Box) - Cottonwood (City), Arizona (State) 86326 (Zip)

STREET ADDRESS 472 So. Mill Dr. (Number & Street) - Cottonwood (City), Arizona (State) 86326 (Zip)

HOME PHONE 928-684-7168 WORK/MESSAGE PHONE C: 928 231-2309

EMAIL ADDRESS: HANKSUVERKRUP@GMAIL.COM

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. School Bus License 442-2035610-K12 Counseling Certification - UCCW, American Legion - Elks - Drivers License D01090363 - License Methodist Pastor - Phi Delta Kappa - Fingerprint Clearance, Expires 12/20/18 - Arizona School Administrator, Inc. Life Time

Education Master of Arts, Administrator NAU - Flagstaff, Arizona - Bachelor of Science Administration - University of Dubuque, Iowa, Iowa 33 Post Graduate Doctoral Hours - ASU - Tempe Arizona

Work Experience 1991 to Present - Teaching NBA Mgt, Leadership and Public Policy Classes at 3 Univ. - Certified Coaching for Az. Dept. - State Dept. Supervising Administrative Duties for NAU - Flagstaff and Pulpit Supply - United Methodist Church

(Please continue on reverse side)

Application for (Board/Commission/Committee)
Page 2

Please describe your qualifications for serving on Board/Commission/Committee: I am positively impressed with the administration, library policies, content, functionality and caring attitude of staff members. I believe I have the qualifications for its continuation...

List any community service organizations or projects you have been involved with (include a brief description of activities):
Rotary Club Activities —
Chamber of Commerce
School Board – Two Terms —
Community Fine Arts Board —

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

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

Are you currently a resident of Cottonwood? If so, how long have you been a resident of the City?
Yes – November 2012

Signature Mark Dunkerkop Date 6/14/2013

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Hank L. Suverkrup

472 South Mill Drive
Saw Mill Garden Estates
Cottonwood, AZ 86326
Home: (928) 684-7168
Cell: (928) 231-2309
Email: hanksuverkrup@gmail.com

SUMMARY

- Thirty years of diverse experience in performing sound management principals. Skilled in administration and selling ideas. Experienced and have engaged in every phase of a multi-million dollar operation.

WORK EXPERIENCE

1991 – Present

- Teaching graduate classes in management, MBA and public policy for Webster University, University of Dubuque, and Northern Arizona University
- Certified Coaching for the Wallace Foundation/Arizona State Department of Education
- Supervising Administrative Interns for Northern Arizona University
- Pulpit Supply, United Methodist Church

1985 – 1990

- Superintendent of Schools, Wickenburg, Arizona (Unified K-12)

1982 – 1985

- Superintendent of Schools, County of Yuma, Arizona
    - Publicly elected office, accountable to the constituency. Scope of influence included 16 school districts with Yuma County

1981 – 1982

- Director of operations, Phoenix, Arizona for the Greater Phoenix Curriculum and Instructional Development Services Operation
    - Consisted of 13 elementary school districts and Phoenix Union High School District

1956 – 1980

- Superintendent of Schools, Crane School District, Yuma, Arizona

EDUCATION

- Master of Arts, Administration, Northern Arizona University, Flagstaff, Arizona
- Bachelor of Science, Administration, University of Dubuque, Dubuque, Iowa
- 33 post graduate doctoral hours in administration, Arizona State University, Tempe, Arizona

ACHIEVEMENTS, AWARDS, AND CERTIFICATIONS

- Domestic Violence and Addiction Certification
- Certified Coach – Wallace Foundation, Arizona State Department of Education
- Elected Position – Yuma County Superintendent of Schools
- Elected Position – Two Terms – Wickenburg Unified School District Governing Board
- Arizona State Personnel Commission – Appointed by the Governor, approved by the Senate
- Reality Therapy – certified Counselor/Trainer
- Licensed Methodist Pastor
- School in Yuma, AZ, named "H.L. Suverkrup Middle School"
- Listed in "Who's Who Among Educational Administrators"
- Inducted into the Yuma County Educators Hall of Fame
- Appointed as a Board Member to the Wellik Foundation
- H.L. Suverkrup Scholarship – Presented each year since 1983 to a Yuma High School graduate

SUMMARY OF KEY PROFESSIONAL QUALIFICATIONS

- Knowledge of best practices in education
- Strong analytical and problem solving proficiency
- Background in working with diverse groups of students and adults, yet having the ability to accept them and their values
- For sure, strong moral values with outstanding leadership skills

PRESENT, RELEVANT, FUNCTIONAL, HANDS-ON, STRAIGHT-FORWARD EXPERIENCED/SKILLS

- Member of the Wickenburg Unified School District Governing Board
- Coaching Superintendents and other administrators
- Supervising administrative interns for Northern Arizona University
- Teaching graduate classes (adjunct) in MBA, management and public policy for Webster University, Northern Arizona University and the University of Dubuque
- President of the Wickenburg Wellik Foundation and Chairman of the Board of Directors of the Flying E Guest Ranch (a subsidiary of the Wellik Foundation)

LEADERSHIP (OFFICES HELD/HOLD; COMMUNITY INVOLVEMENT, SERVICE ACTIVITIES)

- President Wickenburg Rotary Club
- President of the Wickenburg Wellik Foundation and Chairman of the Board of Directors of the Flying E Guest Ranch (a subsidiary of the Wellik Foundation)
- President of the Arizona School Superintendents
- President of the Arizona County School Superintendents
- President of the Yuma Fine Arts Association
- Board of Directors of Wickenburg Chemical People
- Board of Directors of the Yuma Chamber of Commerce
- Board of Directors of the Southwest Cooperative Laboratory, Albuquerque, New Mexico
- President of the Yuma Christian Business Men's Committee

REFERENCES

- When Request – hanksuverkrup@gmail.com
- And/or Google Hank L. Suverkrup

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

APPLICATION FOR Library Board
(BOARD/COMMISSION/COMMITTEE)

NAME Harding, Tyler E.
(Last) (First) (Middle)

MAILING ADDRESS P.O. Box 1206 Cottonwood, AZ 86326
(Route or Box) (City) (State) (Zip)

STREET ADDRESS 810 Organ Pipe Cottonwood AZ 86326
(Number & Street) (City) (State) (Zip)

HOME PHONE 928-254-7333 WORK/MESSAGE PHONE —

EMAIL ADDRESS: tyrashida@yahoo.com

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. none

Education M.S. in Elem. Education

Work Experience 30+ year elementary classroom teacher various grade levels 3rd – 8th grade.

(Please continue on reverse side)

Application for (Board/Commission/Committee)
Page 2

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

past years experience on this library board currently as chair person.

List any community service organizations **or projects you have been involved with (include a brief** description of activities):

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

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

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

yes 20+ years

Signature Jaylee L. Harding Date 6/17/2013

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

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APPLICATION FOR Cottonwood Library Board
(BOARD/COMMISSION/COMMITTEE)

NAME Fisher (Last) Thelma (First) Ann (Middle)

MAILING ADDRESS PO Box 501 (Route or Box) Cottonwood (City) AZ (State) 86326 (Zip)

STREET ADDRESS 1707 Sawmill Rd (Number & Street) Cottonwood (City) AZ (State) 86326 (Zip)

HOME PHONE 928.634.8634 UL WORK/MESSAGE PHONE 928.300.4534

EMAIL ADDRESS: anicka631@gmail.com

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. Alpha Delta Kappa International Sorority of Women Educators, Phi Kappa Beta Honor Society, Verde Manor Board, (Past-Verde Valley Care Givers Board), Friends of Library
AZ State Board of Nursing RN

Education NAU- M.Ed. Yavapai College RN
Phoenix College AA Textiles

Work Experience Yavapai College CNA Instructor
Past-Yavapai Nursing Lab Instructor VVMC-RN
Flagstaff/Sedona Elem School Teacher Verde Valley
Ambulance EMT, Ins Co Executive Secretary

(Please continue on reverse side)

Application for (Board/Commission/Committee)
Page 2

Please describe your qualifications for serving on Board/Commission/Committee: _____
Have lived in the Verde Valley since 1961. Am interested in the growth, education, and health of our community. The Library has the opportunity to contribute activities/programs to enrich the atmosphere of our community

List any community service organizations or projects you have been involved with (include a brief description of activities):

Library Volunteer - Friends of Library - Book sales, Board Member - Started VV Ambulance Co. (volunteer) Verde Valley Care Givers - Board/Transport ADL Board and Scholarship fundraiser

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

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

Are you currently a resident of Cottonwood? If so, how long have you been a resident of the City?
1961

Signature Thelma Ann Tisher Date 6/19/2013

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

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

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

RESOLUTION NUMBER 2705

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING _____ A MEMBER OF THE LIBRARY BOARD OF THE CITY OF COTTONWOOD AND ESTABLISHING _____ TERM OF OFFICE.

WHEREAS, the term of Thelma Fisher as a member of the Library Board of the City of Cottonwood expires July 20, 2013; and

WHEREAS, it is necessary to fill this term on the Library Board in order to maintain the requisite number of members on said board.

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

THAT, in accordance with Section 2.52.020 of the City Code of the City of Cottonwood, _____, is hereby appointed a member of the Library Board, to serve a three year term expiring July 20, 2016.

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

_____
Diane Joens, Mayor

ATTEST:

_____
Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

_____
Steven B. Horton, Esq.
City Attorney

RESOLUTION NUMBER 2706

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING _____ A MEMBER OF THE LIBRARY BOARD OF THE CITY OF COTTONWOOD AND ESTABLISHING ____ TERM OF OFFICE.

WHEREAS, the term of Tyler Harding as a member of the Library Board of the City of Cottonwood expires July 20, 2013; and

WHEREAS, it is necessary to fill this term on the Library Board in order to maintain the requisite number of members on said board.

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

THAT, in accordance with Section 2.52.020 of the City Code of the City of Cottonwood, _____, is hereby appointed a member of the Library Board, to serve a three year term which expires July 20, 2016.

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

_____
Diane Joens, Mayor

ATTEST:

_____
Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

_____
Steven B. Horton, Esq.
City Attorney

RESOLUTION NUMBER 2707

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING _____ A MEMBER OF THE LIBRARY BOARD OF THE CITY OF COTTONWOOD AND ESTABLISHING _____ TERM OF OFFICE.

WHEREAS, the term of Joan Lambard as a member of the Library Board of the City of Cottonwood expires July 20, 2013; and

WHEREAS, it is necessary to fill this term on the Library Board in order to maintain the requisite number of members on said board.

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

THAT, in accordance with Section 2.52.020 of the City Code of the City of Cottonwood, _____, is hereby appointed a member of the Library Board, to serve a three year term which expires July 20, 2016.

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

_____
Diane Joens, Mayor

ATTEST:

_____
Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

_____
Steven B. Horton, Esq.
City Attorney

City of Cottonwood, Arizona
City Council Agenda Communication

Print

Meeting Date:	July 16, 2013
Subject:	Presentation and request from the NRCD to fund Water Conservation Education for K thru 8th grade
Department:	City Clerk
From:	Tom Whitmer, Director of Natural Resources

REQUESTED ACTION

Approve funding 1 year of the water conservation education for K thru 8th grade.

SUGGESTED MOTION

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

BACKGROUND

Included in the proposed draft water conservation program submitted by staff was a recommendation to initiate a water conservation education program for grades K-thru 8. Working with the Natural Resource Conservation District (NRCD), a K thru 8th grade conservation education program has been developed. The City in partnership with the NRCD would exclusively sponsor the sponsor of the K thru 4th grade program entitled "Cottonwood Kids Conserve." The City would be a co-sponsor with NRCD, SRP and one other organization for the 5th thru 8th grade conservation education program. Staff recommends supporting this program for one year and evaluating its effectiveness at the end of the year before approving a second year.

JUSTIFICATION/BENEFITS/ISSUES

Adopting this program would be the most comprehensive conservation education program ever initiated by anyone and would set the stage for developing a culture of conservation in the community.

COST/FUNDING SOURCE

The cost for the first year is $16,738. The source of funding would be the Conservation Fund.

ATTACHMENTS:

Name:	Description:	Type:

7-16-13_Water_Program_Grant_Proposal.pdf	Grant Proposal	Cover Memo
Proposed_7-16-13_Water_Conservation_Education_Budget_2013-2015_(2).pdf	Water Conservation Education Budget	Cover Memo

Cottonwood Kids Conserve Grant Proposal

From: Verde Natural Resource Conservation District Ed Center
Lynda Zanolli Ed Center Director
verdeedcenter@gmail.com
602-616-8557

Program Description: Cottonwood Kids Conserve is a classroom program designed for grades kindergarten through 4th grade in the Cottonwood Oak Creek School District (COCSD) that emphasizes the importance of conserving water. A total of 1650 students will receive a conservation lesson four times a year, bringing the total student contact to 6600. The Verde Natural Resource Conservation District (NRCD) Ed Center will work in partnership with the City of Cottonwood to design and implement a water conservation program for the 2013-2014 school year.

Essential Questions:

- Where is water found on earth?
- How does water get into and out of houses?
- Why is it important to SAVE and NOT WASTE water?
- How can we conserve water?

The level of knowledge spirals in higher grades. All classrooms in grades K-4 are visited once a quarter. The visit will include a expository text selection and a short activity. Each child will get to keep the activity book at the end of the year. A parent/home component will accompany lessons.

Grade	# of classes /students	Curriculum	Activities
Kindergarten	12 classes 300 students	My Book About Water	C is for Clouds
			Pipe cleaner pipes
			Pass the Jug
			C is for Clouds
1st	12 classes 300 students	We Can Conserve Water!	Globe toss
			Sponges
			Water Conservation
			Otter pop challenge
2nd	12 classes 300 students	Water Conservation	Drop in Bucket
			Mobius strip
			Common Water
			Otter pop challenge
3rd	15 classes 375 students	Let's Learn About: Using Water Wisely	Drop in Bucket
			Mobius strip
			Blue Beads
			Water Conservation
4th	15 classes 375 students	The Water Savers Issue	Blue beads
			Project WET
			Otter Pop Challenge
			Project WET

Verde Natural Resource Conservation District:

Arizona has 32 Natural Resource Conservation Districts (NRCD) administered by State Land Department. NRCD sponsored education centers are authorized by A.R.S. § 37-1054. Their purpose is "to promote a scientifically sound, balanced appreciation and awareness of Arizona's environment and the wise management of all natural resources." Education centers provide statewide delivery of environmental education program, classroom program, and continuing education credits for educators. Currently, there are 23 NRCD sponsored education centers.

The Verde NRCD Ed Center Board has identified sustainable water and sustainable agriculture as its two priorities. Lynda Zanolli has been a driving force to see these goals come to completion. By securing grants, she has been able to establish water based programs in grades 5-8 throughout the Verde Valley.

Next Generation Science Standards: (Water)

Kindergarten

- **K-PS3-1. Make observations to determine the effect of sunlight on Earth's surface.** [Clarification Statement: Examples of Earth's surface could include sand, soil, rocks, and water] [Assessment Boundary: Assessment of temperature is limited to relative measures such as warmer/cooler.]
- **K-LS1-1. Use observations to describe patterns of what plants and animals (including humans) need to survive.** [Clarification Statement: Examples of patterns could include that animals need to take in food but plants do not; the different kinds of food needed by different types of animals; the requirement of plants to have light; and, that all living things need water.]
- **K-ESS3-3. Communicate solutions that will reduce the impact of humans on the land, water, air, and/or other living things in the local environment.*** [Clarification Statement: Examples of human impact on the land could include cutting trees to produce paper and using resources to produce bottles. Examples of solutions could include reusing paper and recycling cans and bottles.]

Grade 1

- **1-LS1-1.** Use materials to design a solution to a human problem by mimicking how plants and/or animals use their external parts to help them survive, grow, and meet their needs.

Grade 2

- **2-ESS2-2. Develop a model to represent the shapes and kinds of land and bodies of water in an area.** [Assessment Boundary: Assessment does not include quantitative scaling in models.]
- **2-ESS2-3. Obtain information to identify where water is found on Earth and that it can be solid or liquid.**
  - **ESS2.C: The Roles of Water in Earth's Surface Processes**
    - Water is found in the ocean, rivers, lakes, and ponds. Water exists as solid ice and in liquid form. (2-ESS2-3)

Grade 3

- **3-LS4-4. Make a claim about the merit of a solution to a problem caused when the environment changes and the types of plants and animals that live there may change.*** [Clarification Statement: Examples of environmental changes could include changes in land characteristics, water distribution, temperature, food, and other organisms.] [Assessment Boundary: Assessment is limited to a single environmental change. Assessment does not include the greenhouse effect or climate change.]

Grade 4

- **4-ESS2-1. Make observations and/or measurements to provide evidence of the effects of weathering or the rate of erosion by water, ice, wind, or vegetation.** [Clarification Statement: Examples of variables to test could include angle of slope in the downhill movement of water, amount of vegetation, speed of wind, relative rate of deposition, cycles of freezing and thawing of water, cycles of heating and cooling, and volume of water flow.] [Assessment Boundary: Assessment is limited to a single form of weathering or erosion.]
- **4-ESS2-2. Analyze and interpret data from maps to describe patterns of Earth's features.** [Clarification Statement: Maps can include topographic maps of Earth's land and ocean floor, as well as maps of the locations of mountains, continental boundaries, volcanoes, and earthquakes.]

Lynda Zanolli Ed Center Director:

- Verde Natural Resource Conservation District (NRCD) 2009 – present
  - Education Center Director: Present to classrooms on the topics of invasive weeds, ground water, and water conservation. Teach students programs from Leave No Trace and Arizona Farm Bureau. Community outreach with Verde Valley Birding Festival, Verde River Days, Project WET Splash, and, AlterNATIVE Plant Sale. Secured several grants to fund programs.

- Western Yavapai Conservation Education Center 2010 – 2012
  - Education Center Instructor: Classroom presentations from the Arizona Farm Bureau and Project WET. Create Az. Standards based curriculum.

- Cottonwood Middle School, Cottonwood AZ 2005- 2009
  - Teacher: 8th grade physical science, implemented new "Foss" Science Kits, member of four-person team, supported all disciplines through reading and writing in Science, and mentored a student teacher. Water Education program for all 6th graders
- Washington Elementary School District, Phoenix AZ 1989 –2005
  - Teacher: 8th grade physical Science, Team Leader (Middle School Concept), integrated science into multi-disciplinary units using technology projects, and mentored intern students from ASU.
  - Teacher: Biology, advance physics and chemistry, middle school concept, integrating science with math, computers and language classes.
- National Energy Education Day Project (NEED)
  - Consultant: trained teachers, conducted energy workshops.
- National Energy Foundation (NEF)
  - State Coordinator: fund raising, established state energy education program, and conducted

Education

Masters, Educational Leadership Northern Arizona University

B.S. Secondary Education, Health & Science Arizona State University

Continuing Education Classes: Computer Technology, Science Education, Environmental

Cottonwood Kids Conserve
Budget Proposal

Description	Cost	Total
Curriculum Materials for 2 Years (2013 - 2015)		
Kindergarten	600 @1.25 (personalized)	$750.00
1st grade	600 @1.25 (personalized)	$750.00
2nd grade	600 @1.98 (personalized)	$1,188.00
3rd grade	600 @1.25 (personalized)	$750.00
4th grade	600 @1.25 (personalized)	$750.00
	Shipping & handeling (10%)	$400.00
SUBTOTAL		**$4,588.00**
Administration Costs K - 4th		
Description		**2013-2014 Expenses**
Curriculum development	50 hours @ $25.00/hr.	$1,250
Implementation & Training	300 hours @ $20.00/hr.	$6,000.00
Supply costs	$200.00/ grade level (K-4)	$1,000.00
administration	40 hours @ $10.00/hours	$400.00
SUBTOTAL		**$8,650.00**
Administration Costs 5th - 8th Co-Sponsor with SRP and Yavapai County Community Fo		
5th Grade		$500.00
6th Grade		$500.00

7th Grade	$500.00
8th Grade	$500.00
SUBTOTAL	**$2,000.00**
Nature Outdoors Field Trip to Dead Horse State Park for 2nd Graders	**$1,500.00**
TOTAL	**$16,738.00**

2014-2015 Expenses
$500.00
6,000.00
$1,000.00
$400.00
$7,900.00
oundation
$500.00
$500.00

$500.00
$500.00
$2,000.00
$1,500.00
$11,400.00

City of Cottonwood, Arizona
City Council Agenda Communication

Print

Meeting Date:	July 16, 2013
Subject:	Yavapai County Community Foundation 2014 Canine Enforcement Grant
Department:	Police
From:	Police Chief Jody Fanning

REQUESTED ACTION

Acceptance of the Chief of Police signing the attached Yavapai County Community Foundation contract to provide $1,000.00 for the purchase of one year pet health insurance and training tools.

SUGGESTED MOTION

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

"I move to approve the Yavapai County Community Foundation 2014 Canine Enforcement Grant, Contract Number 20141335, and authorize the Police Chief to sign said contract."

BACKGROUND

The Department will be purchasing pet insurance for Jax. After Rio had to be retired due to a leg injury that was too costly to repair, the Department realized that pet health insurance would be a valuable investment. The remaining funds will go towards training tools that need to be replaced regularly.

JUSTIFICATION/BENEFITS/ISSUES

This grant will fund one (1) year of pet health insurance for Jax and will also assist in purchasing training tools.

COST/FUNDING SOURCE

Yavapai County Foundation Committee

ATTACHMENTS:

Name:	Description:	Type:
2014_YCCF_Grant.pdf	2014 YCCF Grant	Cover Memo

July 1, 2013

Ms. Christine C. Christensen
Cottonwood Police Department
199 S. Sixth St.
Cottonwood, AZ 86326

Re: Grant #20141335:

Dear Ms. Christine C. Christensen,

Congratulations! The Yavapai County Community Foundation (YCCF), an affiliate of the Arizona Community Foundation, is pleased to approve a grant of $1000 to Cottonwood Police Department.

Funds are expressly earmarked for the project entitled, "K-9 Program". The Foundation requests that you submit a final report for your project by AUGUST 1, 2013.

A check shall be made available at YCCF Joy of Giving event on Friday, August 2, 2013 from 11:30 a.m. to 1:00 p.m. In order to provide this check, the foundation requires your organization to execute and return the enclosed grant agreement with the conditions attached thereto. **The Foundation requests that you sign and return the attached grant agreement no later than JULY 19, 2013. Please fax (602-381-1575) or email your grant agreement to the attention of Kristen Nelson (knelson@azfoundation.org).** If you have any questions, please contact Kristen Nelson, Tom Torretta at 602.381.1400, or Tracey McConnell at 928.499.9795.

We wish you and Cottonwood Police Department every success with the project.

Sincerely,

Steve Seleznow
Chief Executive Officer

GRANT AGREEMENT

Date: July 1, 2013

Grantor: The Arizona Community Foundation, Grant Number: 20141335

Grant recipient: Cottonwood Police Department

Grant Period: July 2013 – July 2014

Grant Amount: $1000

Special Conditions: Signed Agreement

Final Report Due: August 1, 2014

As consideration for the grant, the Grantee agrees to the following conditions:

1. **Use of Grant Money.** The Grantee shall use the Grant Money only for the Project and in accordance with the proposal and budget previously submitted to and approved by The Arizona Community Foundation. The Grantee shall not make any significant change in the Project without the prior approval of The Arizona Community Foundation. At the end of the grant period, the Grantee shall promptly return to The Arizona Community Foundation any unused portion of the Grant Money.

2. **Reports.** The Grantee shall submit written reports on the accomplishments of this Project as well as an accounting of expenditure of grant funds. Reporting and documentation required by The Arizona Community Foundation shall be provided as outlined in the Grantee Final Report, which will be available as the final report due date nears. The Grantee shall provide The Arizona Community Foundation with copies (if available) of any press releases, photographs and published material about the Grant Money and the work it made possible.

3. **Meeting Requirement**. The Grantee may be asked to attend a meeting at the Arizona Community Foundation, to be set at a later date, to discuss your project. Discussions on capacity building in the future and other topics will also take place.

4. **Publicity.** You will allow the Arizona Community Foundation (ACF) to review and approve the text, including quotes, of any proposed publicity concerning this grant *prior* to its release. ACF may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in ACF's periodic public reports, newsletters, news releases or any other printed materials distributed by the Community

Foundation. Please ensure that all publicity (including printed material, press releases and Web sites) states "*partial funding provided by the Arizona Community Foundation"* If you require an electronic copy of ACF's official logo please contact the Marketing/Communications department at the Community Foundation.

5. **Retention of Records.** The Grantee shall keep all financial records pertaining to the Project for at least four years and shall make such records available to The Arizona Community Foundation at reasonable times upon The Arizona Community Foundation's request.

6. **Revocation of Grant Money**. The Grantee must return all unexpended grant funds immediately upon request by The Arizona Community Foundation if (1) the Foundation, at its sole discretion, determines that the Grantee has not performed in accordance with this Agreement, or (2) the Grantee loses its exemption from federal income tax under Section 501C 3 of the Internal Revenue Code of 1986, as amended (the) "Code" and is classified as other than a private foundation under Section 509(a) of the Code.

7. **Grant Does Not Create a Partnership**. The Grantee shall not in any manner indicate, nor shall the grant or any documents related thereto be in any manner deemed to create or construed as creating, any kind of partnership, joint venture or other similar relationship between The Arizona Community Foundation and the Grantee or other party. The Arizona Community Foundation shall not be deemed in any manner responsible for the debts, liabilities or other obligations of the Grantee, including any such debts relating to this Project.

8. **Amendment.** This Grant Agreement shall not be amended or revised except by a written document signed by the parties hereto.

9. **Changes or Problems Occurring During Grant Year.** Any changes or problems in the Grantee Agency that affects the Project must be reported to The Arizona Community Foundation immediately.

The parties have entered into this Grant Agreement as of the day and year first above written.

Arizona Community Foundation

Arizona Community Foundation

By: _____

Steve Seleznow, CEO

_____

The Grantee

By: _____

Name/Title

City of Cottonwood, Arizona
City Council Agenda Communication

Print

Meeting Date:	July 16, 2013
Subject:	Assignment of Larry Green's Airport Land Lease
Department:	Development Services
From:	Morgan Scott, Development Services Manager

REQUESTED ACTION

Consider approval of an assignment of lease of airport property from Larry Green Chevrolet to Dakota Territory tours, A.C.C.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: I move to approve the assignment of the lease currently held by Larry Green Chevrolet to Dakota Territory Tour, A.C.C.

BACKGROUND

In January of 2008 the Cottonwood City Council approved a lease agreement with Larry Green Chevrolet to lease a portion of land at the Cottonwood Airport (attached). The land is approximately 100' by 140' and is located under the hangar commonly known as F between hangars E and G. An aerial image of the airport which displays the location of Hangar F is attached as exhibit '1' on the last sheet of the attached lease with Larry Green Chevrolet. Larry Green Chevrolet is now requesting to assign the lease to a new tenant under section XV of the lease agreement. Larry Green Chevrolet has provided a written request and a proposed assignment of lease for the council to review, both are attached.

The proposed tenant is Dakota Territory Tours, A.C.C out of Sedona. Larry Brunner is the President of Dakota Territory Tours which has offered aviation tours out of the Sedona Airport for several years.

Should the Council approve the assignment of the lease all terms and conditions of the current lease would extend to the new tenant.

JUSTIFICATION/BENEFITS/ISSUES

Funds generated from the lease will continue to support the airport.

COST/FUNDING SOURCE

There are no costs associated with the assignment of Lease.

ATTACHMENTS:

Name:	Description:	Type:
Larry_Green_Lease_agreement.pdf	Existing Lease	Cover Memo
Letter, 6-25-13.pdf	Letter, 6-25-13	Cover Memo
Assignment_of_Lease.pdf	Proposed assignment of lease	Cover Memo

LEASE AGREEMENT

SECTION I. PARTIES

This Lease is by and between the CITY OF COTTONWOOD, an Arizona municipality ("LANDLORD") and GRL, Inc., an Arizona Corporation, ("TENANT"). It is effective from the date listed on the signature page. TENANT covenants as a material part of the consideration for this Lease to keep and perform each and all of these terms, covenants and conditions. Conditioned on this performance, LANDLORD leases to TENANT, and TENANT leases from LANDLORD the property for the Lease Term.

SECTION II. PROPERTY

A) Property. LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD, for the term, at the Lease Rate, and in accordance with the provisions set forth herein, the "Premises" or the "Property" which is the land legally described on the attached Exhibit "1", attached hereto and by this reference made a part hereof, but not including improvements now or later located on the Premises. The onsite improvements to be constructed or placed on the Premises are not a part of the Premises, and title to the on site improvements will remain in the TENANT for the term of the lease.

B) Condition. TENANT has examined the physical condition of the Property, is familiar with it and takes it "as is." Except as otherwise set forth

herein, LANDLORD makes no express or implied warranties as to the physical condition of the Property.

C). Right of Entry. LANDLORD grants to TENANT the right of entry to the Property, runway and apron areas of the Cottonwood Airport in accordance with the operating rules of the Cottonwood Airport.

SECTION III. TERM

The term of this lease is for twenty-five (25) years, with a fifteen (15) year renewal option. The term begins when this agreement becomes effective.

SECTION IV. LEASE RATE

A) Lease Rate. The Lease Rate for the premises is as follows for the initial Term of the Agreement, the lease rate is subject to renegotiation upon exercise of the renewal option:

Effective Date — Dec. 31, 2006 $1,470.00		per quarter
Calendar Years 2007-2011	$1,617.00	per quarter
Calendar Years 2012-2016	$1,779.00	per quarter
Calendar Years 2017-2021	$1,957.00	per quarter
Calendar Years 2022-2026	$2,153.00	per quarter
Calendar Years 2027- term	$2,368.00	per quarter

B) Due Date. The Lease Rate shall be due and paid by the TENANT to the LANDLORD quarterly, in advance, beginning and due upon the TENANT receiving a certificate of occupancy for the hanger improvements by the City Building Department.

C) Grace Period. If LANDLORD has not received the Lease Payment by the due date, the LANDLORD shall not be entitled to exercise any right or

remedy hereunder unless it has delivered to TENANT written notice demanding that within 10 days after the receipt of such notice TENANT make such Lease Payment and such 10-day period has expired.

D) Interest. There shall be added to any Lease Payment which has become due and has not been paid, interest at the rate of 12% per annum until paid.

E) Termination. If TENANT fails to pay the Lease Payment when due as provided herein and fails to cure such default within 30 days of the date the Lease Payment was due, then this Lease shall automatically terminate without further notice and all TENANT's rights to use or occupy the Property shall, thereafter be entirely foreclosed.

SECTION V. TAXES AND ASSESSMENTS

TENANT is responsible for and must pay and discharge when due all real and personal property taxes, state, municipal, and local taxes, general and special assessments, and other charges of every description levied on or assessed against the Premises, located on or in the Premises and Improvements ("taxes"), to the full extent of installments due during the term of the Lease, whether chargeable against LANDLORD or TENANT. TENANT shall pay the payments directly to the charging authority, TENANT further agrees on demand to produce and exhibit to LANDLORD receipts by proper officials showing the payments agreed by LANDLORD to be made. TENANT may, however, defer the payment of any tax, assessment, or other charge so long as

the validity of such items shall be contested by TENANT in good faith and by appropriate legal proceedings, provided that TENANT shall have furnished to LANDLORD the bond of a surety company or other security satisfactory to LANDLORD, in an amount satisfactory to LANDLORD, securing LANDLORD against the payment of such tax, assessment, or other charge so contested and against any loss, damage, or penalty whatsoever in any way arising from such failure of TENANT to pay it. Payment of taxes shall commence with the term of the lease.

SECTION VI. USE OF THE PROPERTY AND PREMISES

A) Uses. TENANT shall use the property to construct a hanger storage facility. The facility shall be limited to non-comercial use of aircraft storage and light maintenance with incidental office, lounge and restroom areas. All uses of the property not permitted by this Lease are prohibited unless specifically consented to by LANDLORD in writing.

B) Zoning. TENANT agrees to abide by the applicable City of Cottonwood zoning ordinances.

C) Nuisance. TENANT shall not conduct or permit to be conducted any public or private nuisance on the Premises, nor commit or permit to be committed any waste thereon. TENANT shall not cut or waste or allow to be cut or wasted, any timber or standing trees on the Property without written consent of the LANDLORD except only that which is necessary for the use of the Property pursuant hereto. TENANT shall report to LANDLORD and

appropriate law enforcement authorities any material trespass or waste committed on the Proper of which the TENANT has actual knowledge.

D) Conformity to Law. TENANT shall maintain the Premises in a clean and safe condition. TENANT shall not use or permit the Premises to be used in any manner that is not in conformity with all applicable federal, state, county, and municipal laws, statutes, ordinances and regulations.

E) Minerals. LANDLORD excerpts and reserves out of the Property all oils, gases, geothermal resources, coal, ores, limestone, minerals, fossils, and fertilizers of every name and description that may be found on the Property; provided, however, that no person or entity, including LANDLORD, shall be permitted on the property to inspect, explore or extract any of such items without written consent of LANDLORD and TENANT. TENANT in its absolute discretion may withhold such consent if the exercise of this reserved right would delay, interfere with, or otherwise adversely impact the development, construction, operation or use of the Premises pursuant to this Lease. If TENANT permits such use of the Property, TENANT shall be entitled to reasonable compensation for any damages resulting from the exercise of the rights reserved hereunder.

F) Surrender. TENANT shall surrender peaceable possession of the Property upon the Expiration Date of the Lease.

G) Water Rights. Without the prior written consent of LANDLORD and TENANT, no person or entity, including LANDLORD, shall be permitted to enter upon the Property to explore or drill for water. TENANT may reasonably

withhold such consent if such exploration and drilling would delay, interfere with, or otherwise adversely impact the development, construction, operations, or use of the Premises pursuant to this Lease.

SECTION VII. CONSTRUCTION AND IMPROVEMENTS

A) Responsibility. TENANT will be responsible for the placement and construction of storage hanger on the Premises, including costs of building design, construction review and permit fees, construction administration and utility extensions.

B) Utilities. LANDLORD will work with the TENANT to provide a reasonably located utility corridor to provide utility access to the premises. Gas, electric, power, telephone, water, sewer, cable television, and other utility or service lines of every kind, shall be placed and kept underground unless LANDLORD grants prior written approval otherwise. TENANT will be responsible for the actual utility extensions and their cost.

C) Licensed Contractors. TENANT shall use appropriately licensed contractors for all construction activity who shall name LANDLORD as an additional insured for all construction activity at the Cottonwood Airport.

D) Completion. TENANT shall complete the construction so that a certificate of occupancy can be issued within six months of the effective date of this Lease.

E) Removal. The Owner of any Structures or Improvements shall have the right, from time to time, to remove or demolish all or any part of such

Structures or Improvements on the Property without any obligation to reconstruct Improvements thereon and without providing any notice to or obtaining the approval of LANDLORD; provided, however, that the TENANT shall continue to be obligated to pay the Lease Payment.

F) Insurance or Condemnation Proceeds. Subject to the rights of the LANDLORD to the proceeds by reason of any lien created pursuant hereto, the Owner of Structures shall be entitled to any casualty insurance or condemnation proceeds resulting from the destruction or taking of any Structure or Improvements, provided, however, that the TENANT shall remain obligated to pay the LANDLORD the Lease Payment and the provisions hereto shall govern the disposition of condemnation awards that include LANDLORD's interest in fee title to the Property.

SECTION VIII. MAINTEANNCE; REPAIRS

TENANT shall, throughout the term, at TENANT's sole cost and expense, maintain the Premises and all improvements in a clean and safe condition of maintenance and repair, subject to the provisions of Section VI(D), in conformity with the requirements of any applicable law or regulation, or the requirements of any insurers of the Premises or any Leasehold Mortgagees. LANDLORD shall be under no obligation to maintain, repair, rebuild or replace any Improvements on the Premises.

SECTION IX. LIEN

A) Payment; Indemnity. TENANT shall be responsible for payment of all costs and charges for any work done by or for it on the Property or in connection with TENANT's occupancy thereof, and subject to contest as set forth below. TENANT shall keep the Property free and clear of all mechanic's liens and other liens and encumbrances on account of work done for or authorized by TEANT or persons or entities claiming under it. In no event shall any such lien attach to fee title to the Property. TENANT expressly agrees to and shall indemnify and hold LANDLORD harmless against liability, damages, costs, attorneys' fees and all other expenses or loss on account of claims of lien or other encumbrances of laborers or materialmen or others for work performed or materials or supplies furnished for or authorized by TENANT or persons or entities claiming under it. Further, any contracts between TENANT and any contractors or subcontractors shall expressly hold LANDLORD harmless against any liability arising from such contracts, as described above.

B) Notice. Should any claims of lien or other encumbrances be filed against fee title to the Property or any action purporting to affect fee title to the Property be commenced, the party receiving notice of such lien or action shall immediately give the other party written notice thereof.

X. OWNERSHIP OF IMPROVEMENTS

A) During Term of Lease. All improvements constructed on the

Premises by the TENANT as permitted by this Lease shall be owned by the TENANT until expiration of the term or sooner termination of this Lease, unless earlier dedicated to LANDLORD.

B) Expiration of Lease. All improvements on the Premises at the final expiration of the term shall, without compensation to TENANT, become LANDLORD's property free and clear of all claims to or against them by TENANT or third person. At the final expiration of the term and any extension or holdover, the Premises shall be free and clear of all mortgages and liens.

XI. INDEMNIFICATION

A) Losses. TENANT shall hold harmless and indemnify LANDLORD from all liability, fees, costs, damages and penalties, including attorneys' fees, court costs and other legal expenses arising out of TENANT's use of Premises. TENANT agrees to indemnify LANDLORD for any such losses except such matters caused by or resulting from misconduct, misfeasance, or active negligence of LANDLORD or its agents, employees or contractors.

B) Defense. In case an action or proceeding is brought against LANDLORD by reason of any such occurrence, TENANT, upon LANDLORD's request and at TENANT's expense, will resist and defend such action or proceedings, or cause the same to be resisted and defended either by legal counsel designated by TENANT or, where such occurrence is covered by liability insurance by legal counsel designated by the insurer if so required by such insurer.

C) Environmental Damage. TENANT shall indemnify and hold LANDLORD harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs, fines and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatsoever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, reserved against the LANDLORD in any relating to or arising out of a release of any "Regulated Substance," on, under or from the Property occurring after the Commencement Date. For purposes of this Section, "cleanup costs" include any claims or damages in any related to or arising out of removal, treatment, storage, disposition, mitigation, cleanup or remedying of the Regulated Substances on, under or upon the Property. TENANT shall not indemnify LANDLORD for any claims or damages resulting from any Regulated Substances present on, under or upon the Property before the Commencement Date.

For the purposes of this Lease, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substances," "hazardous wastes," "hazardous materials," "toxic substances," "pollutants," "toxic pollutants," "herbicides," "fungicides," "rodenticides," "insecticides," "contaminant," or "pesticides" in the Resource Conservation and Recovery Act as amended by the Hazardous and Solid Waste Amendments of 1984; the comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Tox Substance Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Clean Water Act; the

Safe Drinking Water Act; the Arizona Environmental Quality Act; the Arizona Hazardous Waste Management Act and the Arizona Underground Storage Tanks Regulations Act; and any other relevant federal, local or state environmental or pollution laws, and the regulations, rules and ordinances adopted or promulgated pursuant thereto.

This indemnification shall include, without limitation, claims or damages arising out of any violations of applicable local, state, or federal environmental laws, regulations or ordinances, or provisions thereof~ regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty or strict liability on the part of any of the indemnities. This environmental indemnification shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Property.

In the event any such action or claim is brought or asserted against LANDLORD, LANDLORD shall give immediate notice thereof to TENANT, provide TENANT with such reports, tests, studies, analysis, or other information the LANDLORD may have with respect thereto and the TENANT shall have the right: (i) to participate in the conduct of any further required cleanup, removal or remedial actions and/or negotiation and defense of any claim indemnifiable under this environmental indemnity provision, having reasonable regard to the continuing conduct of the operations/businesses located on the Property, and (ii) to participate in negotiating and finalizing any agreement or settlement with respect to any such claim or cleanup.

XII. INSURANCE

A) Liability. TENANT shall provide, pay for and maintain during the term of this Lease, commercial general liability insurance which insures TENANT and LANDLORD against liability for injury to persons and property and death of any person or persons occurring in, on or about the Premises, on arising out of TENANT's development, construction, maintenance, use or occupancy thereof the policy or policies for which shall name LANDLORD as an additional insured. Further, the policies shall provide that their coverage is primary over any other insurance coverage available to the LANDLORD, its servants, agents and employees. Further, TENANT shall procure an endorsement on this coverage requiring the insurance carrier to give LANDLORD at least 45 days written notice prior to alteration, amendment, cancellation or any other action affecting the coverage. Prior to issuance of a building permit, TENANT shall furnish LANDLORD with certificate of insurance or other evidence that such insurance coverage will be in effect prior to beginning any construction activity.

B) Amounts. The insurance shall afford protection of not less than $1,000,000 with respect to injury to or death of one person, $1,000,000 with respect to any one occurrence, and $500,000 with respect to property damage; provided, however, that the minimum amount of coverage for the above shall be adjusted upward on LANDLORD's reasonable request. If at any time TENANT shall fail, neglect or refuse to cause such insurance to be provided or maintained, then LANDLORD may, at its election, procure or renew such

insurance, provided that LANDLORD has given TENANT notice of such failure and such failure continues for 15 days after such notice is given, and any amounts paid therefore by LANDLORD shall be added to the Lease Rate due on or before the next payment of such premium until repaid by TENANT. TENANT shall provide proof of renewal of insurance policies 15 days prior to the expiration of prior policies.

C) Insurer. The insurance provided for pursuant to this Section shall be effected under a valid and enforceable policy or policies issued by insurers of recognized responsibility authorized to do business in the state of Arizona and may be maintained pursuant to blanket or umbrella policies of insurance maintained by TENANT so long as the coverage afforded is no less than that required under this Section.

D) Copies. Copies of all of the executed policies of insurance including endorsements or certificates thereof shall be delivered to LANDLORD prior to TENANT's use of the Property.

XII. DAMAGE

If the Premises or any portion thereof are damaged or destroyed during the term of this Lease, TENANT may (but shall be under no obligation to) arrange, at its expense, for the repair, restoration and construction of the same substantially to its former condition. In any event, such damage or destruction shall not terminate this Lease or relieve TENANT from its duties and liabilities hereunder.

XIV. TRADE FIXTURES AND PERSONAL PROPERTY

Except as otherwise provided in this Lease or as provided in separate agreements, any moveable trade fixtures, signs, equipment and other personal property installed in or on the Premises by TENANT so long as their removal will not result in structural damage, shall remain the property of TENANT. TENANT shall have the right, provided they are not then in default at any time to remove or permit removal of any and all of the same. TENANT shall be considered to have abandoned same if not removed within 15 days of the termination of this Lease.

XV. ASSIGNMENTS AND SUBLEASES

A) Assignments and Subleases. TENANT may assign this Lease in its entirety upon prior written approval by the LANDLORD, which approval shall not be unreasonably withheld. Any permitted assignment shall be subject to and governed by the terms of this Lease.

B) Financing. TENANT shall not have the right to assign or otherwise encumber by way of mortgages, deeds of trust or other documents or instruments, all or any part of its right, title and interest in and to this Lease to any person or entity, except upon prior written approval of LANDLORD.

XVI. CONDEMNATION

A) Definition and Division. LANDLORD, and if TENANT is not in

default, TENANT, shall cooperate in prosecuting and collecting their respective claims for an award on account of taking of all or any portion of the Premises and all damages or awards (with any interest thereon) to which LANDLORD or TENANT may be entitled by reason of any taking of all or any portion of the Premises (hereinafter referred to as "Condemnation Proceeds"). In the event of taking or condemnation by and competent authority for any public on quasi-public use or purpose of all or any portion of the Premises at any time during the Lease Term, the rights of LANDLORD and TENANT to share in the net proceeds of any award for land, buildings, improvements and damages upon any such taking, shall be apportioned as follows:

1. TENANT shall receive that portion attributed to the then fair market value of the buildings and improvements constructed thereon and TENANT shall receive the fair market value immediately prior to such taking of TENANT's leasehold interest in the Leased Premises so taken.

2. LANDLORD shall receive the fair market value of the Property (exclusive of any value attributable to improvements) less the current value of TENANT's leasehold interest.

B) Termination. If the whole or materially all of the Premises shall be taken or condemned, this Lease shall cease and terminate and all Lease Payments and other charges hereunder shall be apportioned as of the date of vesting of title in such taking or condemnation proceedings. For the purposes of this Section, a taking or condemnation of materially all of the Premises, as distinguished from a taking or condemnation of the whole Premises, means a

taking of such scope that the untaken portion of the Premises is unusable for TENANT's purposes or insufficient to permit the restoration of the then existing Structures for use as a recycling facility.

If partial taking or condemnation results in rendering the part of the Premises remaining unsuitable for the purpose for which the Premises was developed, constructed or operated by TENANT, then TENANT, at its option, upon 30 days prior notice to LANDLORD, given at any time within 90 days after the vesting of title in the condemnor, may cancel and terminate this Lease as to the entire Property. The Lease Payments and other charges hereunder shall be prorated as of this date of termination.

In the event that there is any controversy under this Section as to whether the remainder of the Premises is suitable for the purposes for which the Premises was developed, constructed, operated or used, the controversy shall be resolved by arbitration as set forth in Section XXI.

C) No Termination. In the event of a partial taking or condemnation, i.e., a taking or condemnation of less than materially all of the Premises, and this Lease has not been terminated as to the entire Property as set forth in the preceding paragraph, this Lease (except as hereinafter provided) shall continue without reduction of the Lease Rates.

D) Temporary Taking. If the whole or any part of the Premises or of the TENANT's interest under this LEASE be taken or condemned by any competent authority for its of their temporary use or occupancy for a period which is fewer than four months, this Lease shall not terminate by reason

thereof and the TENANT shall continue to pay, in the manner and at the times herein specified, the full amounts of the Lease Rates and all other charges payable by the Tenant hereunder, and, except only to the extent that the TENANT may be prevented from doing so pursuant to the terms of the order of the condemning authority, to perform and observe all of the other terms, covenants, conditions and obligations hereof upon the part of the TENANT to be performed and observed, as though such taking or condemnation had not occurred. If the whole or any part of the Premises or the TENANT's interest in this Lease be taken or condemned by a competent authority for its or their temporary use or occupancy for a period which is in excess of four months, this Lease may b terminated at the option of TENANT upon notice given within 30 days of the taking or condemnation. Notwithstanding anything to the contrary herein, in the event of any temporary taking or condemnation, the TENANT shall, if this Lease has not been terminated as provided in this Section, be entitled to receive the entire amount of any reward made for such taking or condemnation, whether paid by way of damages, Lease Payments or otherwise, unless such period of temporary use or occupancy shall extend to or beyond the Expiration Date, in which case such award shall be apportioned between the LANDLORD and the TENANT as of such Expiration Date.

XVII. NOTICE OF DEFAULT

A) Default. Failure to comply with the terms of this Lease may be declared by LANDLORD to be a default by TENANT and a breach of this Lease. LANDLORD shall notify TENANT in writing of any default by TENANT of the

Lease. Failure of TENANT to correct the default within 30 days (or such additional time as may be necessary to effect a cure in the exercise of reasonable diligence) after TENANT's receipt of written notice of such default shall be cause for termination of the Lease.

B) Right to Perform. LANDLORD may, but is not obligated to do so, cure such default by making such payment or performing such act for the account at the expense of TENANT and, thereafter, LANDLORD shall be entitled to reimbursement by TENANT of all costs and expenses, including attorneys' fees, incurred by reason of such default. No such payment or performance by LANDLORD shall operate to release or discharge TENANT from any obligation hereunder.

XVII. DEFAULT; REMEDIES

A) Events. Default shall be deemed to have occurred in the following situations:

1. If TENANT fails to pay Lease Payments and accrued interest thereon as required by the provisions of Section IV and such failure continues for 30 days after the receipt of notice of default from LANDLORD, unless the time for the payment has been previously extended in writing by LANDLORD.

2. If TENANT fails to perform or comply with any other term of this Lease and such failure continues for 45 days after the receipt of notice of default from LANDLORD; provided, however, that with respect to any such failure which is of such nature that although curable, it cannot, with due diligence and adequate resources, be cured within 45 days, a default shall not

be deemed to exist *if* TENANT commences curing such failure within a 45 day period and thereafter proceeds with reasonable diligence and action to complete curing such failure.

3. To the extent then allowed by law, if TENANT files a voluntary petition in bankruptcy which is not dismissed within 90 days after the filing thereof; is adjudicated bankrupt or insolvent; files any petitions or answers seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation; seeks, consents to, or acquiesces in the appointment of any trustee, receiver, or liquidator of TENANT or of all or any substantial part of its respective property or of the pertinent portion of the Premises; makes any general assignments for the benefit of creditors; or admits in writing its inability to pay its debts generally as they become due.

4. To the extent then allowed by law, if a petition is filed against the TENANT seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief under any present or future, federal, state or other statute, law or regulation, which remains undismissed or unstayed for an aggregate of 90 days)whether or not consecutive), or if a trustee, receiver, or liquidator of TENANT, or of all or any substantial part of the Premises is appointed without the consent or acquiescence of LANDLORD and such appointment remains unvacated or unstayed for an aggregate of 90 days (whether or not consecutive).

B). <u>Remedies</u>. Subject to the notice and cure provisions set forth

herein, if default exists, LANDLORD may exercise, in addition to its rights at law or in equity, any of those remedies set forth below:

1. LANDLORD may cancel this Lease and declare all rights of TENANT ended.

2. LANDLORD may enter upon the Premises as the agent of TENANT by force or otherwise, without being liable in any way therefore, and sublease or assign portions of the Premises as the agent of the TENANT at such price, upon such terms and for the duration of time as LANDLORD may determine, and receive the Lease Payments or payments thereunder, in which event LANDLORD agrees to use its best efforts to sublease or rent the pertinent portions of the Premises.

In addition to the foregoing specified remedies, LANDLORD may elect, as its sole remedy, to receive from TENANT, as liquidated damages, and not as a penalty, any monthly Lease Payment then due and payable plus an amount equal to the quarterly Lease Payment multiplied by 150% (the "Liquidated Sum"). If LANDLORD elects to obtain the Liquidated Sum from TENANT arising from TENANT's default hereunder, LANDLORD shall not be entitled to collect any additional sums from TENANT hereunder. LANDLORD and TENANT agree that actual damages could be difficult to calculate and the Liquidated Sum is a reasonable approximate thereof.

C) Waiver. No waiver or breach of any term of this Lease shall be construed as a waiver of any succeeding breach of the same or any other term.

XIX. INSPECTION

TENANT acknowledges and agrees that LANDLORD and its authorized representatives shall have the right to enter the Premises and any portion thereof at all reasonable times following reasonable notice to inspect for compliance with the terms of this Lease, and may take all such action as may be necessary or appropriate for such purposes. Furthermore, TENANT acknowledges and agrees that, at any time within one year prior to the Expiration Date and upon reasonable notice. LANDLORD may enter the Premises or any portion thereof for the purpose of showing the same to prospective tenants, purchasers or mortgagees, and with the prior approval of TENANT, may display on the Premises advertisements for sale or Lease; provide, however, that LANDLORD may only enter and inspect the Structures after reasonable notice and during reasonable business hours. No entry pursuant to this Section shall constitute an eviction.

XX. HOLDING OVER

TENANT is not entitled, upon the expiration, termination or cancellation of this Lease, to hold over for any reason. If, nevertheless, there is any holding over by TENANT, the holding over shall give rise to a tenancy at the sufferance of LANDLORD upon the same terms and conditions as are provided for herein with a lease for the holdover period equal to one and one-half times the monthly Lease Rate, due monthly in advance.

XXI. ARBITRATION

A) Jurisdiction. The parties hereby agree that all claims, disputes

and another matters in question hereunder shall be subject to arbitration as set forth below; provided, however, that the arbitrators shall have no power to change any of the provisions of this Lease in any respect nor shall they have any power to make an award of reformation and the jurisdiction of the arbitrators is hereby expressly limited accordingly.

B) Request. Either party may serve the other with a written request for arbitration which shall also specify the name and address of one person designated to act as arbitrator on behalf of that party. Within 30 days after the service of such request, the other party shall give to the first party written notice specifying the name and address of the person designated to act as arbitrator on its behalf. If the other party fails to do so notify the first party within the time above specified, then the appointment of the second arbitrator shall be made by the first arbitrator. The two arbitrators chosen shall meet within 10 days after the second arbitrator is appointed and shall appoint a third arbitrator who shall be a competent, impartial person, and in the event of their being unable to agree upon such appointment within 10 days after the time aforesaid, the said arbitrator shall be selected by the parties themselves if they can agree thereon within n a further period of 20 days. If the parties do not so agree, then either party on behalf of both may request the American Arbitration Association to appoint such third arbitrator. At least one of the arbitrators chosen or appointed pursuant to this Section must be an attorney at law actively engaged in the practice of law in Arizona for at least 10 years.

C) Rules. Said arbitration shall be conducted in accordance with the

rules for Commercial Arbitration then in effect for the American Arbitration Association or any successor organization thereto.

D) Decision. The arbitrators shall render their decision, upon the concurrence of at least two of their number, within 60 days after the appointment of the third arbitrator. Their decision shall be in writing and counterpart copies shall be delivered to each of the parties. A decision in which any two of the arbitrators acting hereunder concur may be appealed *de novo* directly to the Superior Court of Arizona, Coconino County, within 30 days of the date of the decision. Unless so appealed, such decision shall in all cases be final, binding and conclusive upon the parties and judgment upon the decision may be entered by any court having jurisdiction thereof. If a party appealing the award to the Superior Court does not receive an award by that court greater than the award received in the arbitration, such party shall be responsible for all parties' reasonable costs and expenses of the appeal, including attorneys' fees.

E) Fees. Each party shall pay the fees and expenses of the original arbitrator appointed by such party or in whose stead, as above provided, such arbitrator was appointed, and the fees and expenses of the third arbitrator shall be borne equally by the parties. Each party shall bear the expense of its own counsel, experts, and preparation and presentation of proof.

F) Injunctive Relief. Nothing contained herein shall preclude either

party from obtaining temporary restraining orders of other injunctive relief issued by courts of law or equity pending the outcome of arbitration pursuant hereto.

XXII. MISCELLANEOUS

A) Grant. This Lease grants TENANT only those rights expressly granted herein. TENANT shall also be entitled to all rights available to it under any applicable laws, ordinances or rules.

B). Successors. Each provision of this Lease shall extend to, be binding on and inure to the benefit of LANDLORD and TENANT only, and not to their respective heirs, administrators, executors, successors in interest and assigns.

C) Relationship. The relationship of the parties hereto is that of LANDLORD and TENANT, and it is expressly understood and agreed that LANDLORD does not in any way or for any purposes become a partner of TENANT or a joint venturer of TENANT.

D) Quitclaim. After the expiration or termination of this Lease, TENANT shall execute, acknowledge and deliver to LANDLORD, within 15 days after written demand from LANDLORD to TENANT, any document reasonably requested by TENANT quick-claiming any right, title or interest in the Leasehold and to the Improvements to LANDLORD or other document required by any reputable title company to resolve the cloud of this Lease from the Premises.

E) Severability. If any provision of this Lease or any application

thereof shall be invalid or unenforceable, the Lease shall remain in full force and effect if such provision was not a material inducement to the benefited party and the remaining provisions permit the parties to achieve the practical benefits of the arrangements contemplated hereby.

F). Amendments. LANDLORD and TENANT expressly agree that this Lease may be amended from time to time, but only by mutual consent in writing.

G). Memorandum. The parties shall execute and TENANT shall cause to be recorded, at TENANT's option, a memorandum of this Lease suitable for recording purposes, in the Official Records of Yavapai County, Arizona. The TENANT shall be responsible for preparing and recording the necessary documents and all costs associated therewith.

H) Cooperation. The parties hereto agree to fully and reasonably cooperate so as to allow TENANT to develop the Property consistent with this Lease and the applicable zoning. LANDLORD's cooperation shall not include any obligation on the part of LANDLORD to expend any monies on behalf of TENANT. LANDLORD's cooperation shall include, but not be limited to, execution of such other and further documents as may be reasonably required by TENANT to carry out the intent of the parties contemplated by this Lease.

I) Construction. The parties acknowledge that they have both had the benefit of legal counsel in negotiating and drafting this Lease. They therefore agree that, notwithstanding anything contained here in to the contrary, this Lease and all of its terms, provisions and conditions shall be

construed fairly and not against either the LANDLORD or the TENANT.

J) Notices. Any notice, application, request, demand, approval, or consent which may be given or is required to be given under this Lease, or any other document to be delivered by one party to the other shall be in writing sent by Federal Express or its equivalent, or sent by United States Mail, postage prepaid, certified or registered mail, return receipt requested, and addressed as follows:

To LANDLORD:	City Manager City of Cottonwood 827 N. Main Street Cottonwood, Arizona 86326
To TENANT:	GRL, Inc. P.O. Box 1839 Cottonwood, Arizona 86326

or to such other addresses as any party may from time to time designate in writing and deliver in a like manner to the other party.

K) Attorneys' Fees. If either party resorts to legal action to enforce any Lease term or to recover damages for the breach thereof, the prevailing party is entitled to recover reasonable attorneys' fees in addition to the amount of judgment, costs and other expenses as determined by the court and not a jury. In the event LANDLORD is represented by a salaried city attorney, LANDLORD's reasonable attorneys' fees shall be calculated based upon a rate equal to the reasonable hourly rate for comparable work and attorney experience in the private sector of Yavapai County, Arizona.

L) Future Sale. TENANT acknowledges that it has not been induced

to enter into this Lease by any promise from LANDLORD or any of its agents, servants or employees that the Property will be offered for sale at any time.

M) Fee Interest. No provision of this Lease shall create any right in TENANT to a fee interest in the Property.

N) This Lease is subject to cancellation pursuant to A.R.S. §38-511.

O) Governing Law. Since the Property is situated in Arizona, this Lease shall be governed by, construed, and enforced in accordance with the laws of the state of Arizona. Although the Property is located in Yavapai County, the parties have agreed that any legal proceeding arising out of this Lease shall be brought in the Superior Court of Arizona, Coconino County, and the parties consent to the jurisdiction and venue thereof.

P) Headings. The titles and any subtitles to the Sections and Paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of the Lease.

Q) Integration. This Lease, together with any exhibits appended hereto, embodies the whole agreement of the parties. There are no other agreements or terms, oral or written. This document supersedes all previous communications, representations and agreements, oral or written, between the parties.

R) The individual executing this Lease Agreement on behalf of TENANT swears/affirms under penalty of perjury that she/he is authorized to take such action.

DATED this 2 Day of JANUARY, 2008

LANDLORD: City of Cottonwood

By: _____
Mayor

Attest:

By: _____
City Clerk

TENANT:

By: _____
GRL, Inc. Authorized Representative

Title: PRESIDENT

STATE OF ARIZONA)
) ss.
COUNTY OF Yavapai)

The foregoing instrument was acknowledged before me this 2 day of January 2008, by Lawrence W Green, as an authorized representative of GRL, Inc.

Official Seal
Dawn Malapanes
Notary Public - Arizona
Yavapai County
Commission #214157
My Commission Expires May 31, 2009

_____
Notary Public

My Commission Expires:
5-31-09

Approved as to form:

_____
City Attorney

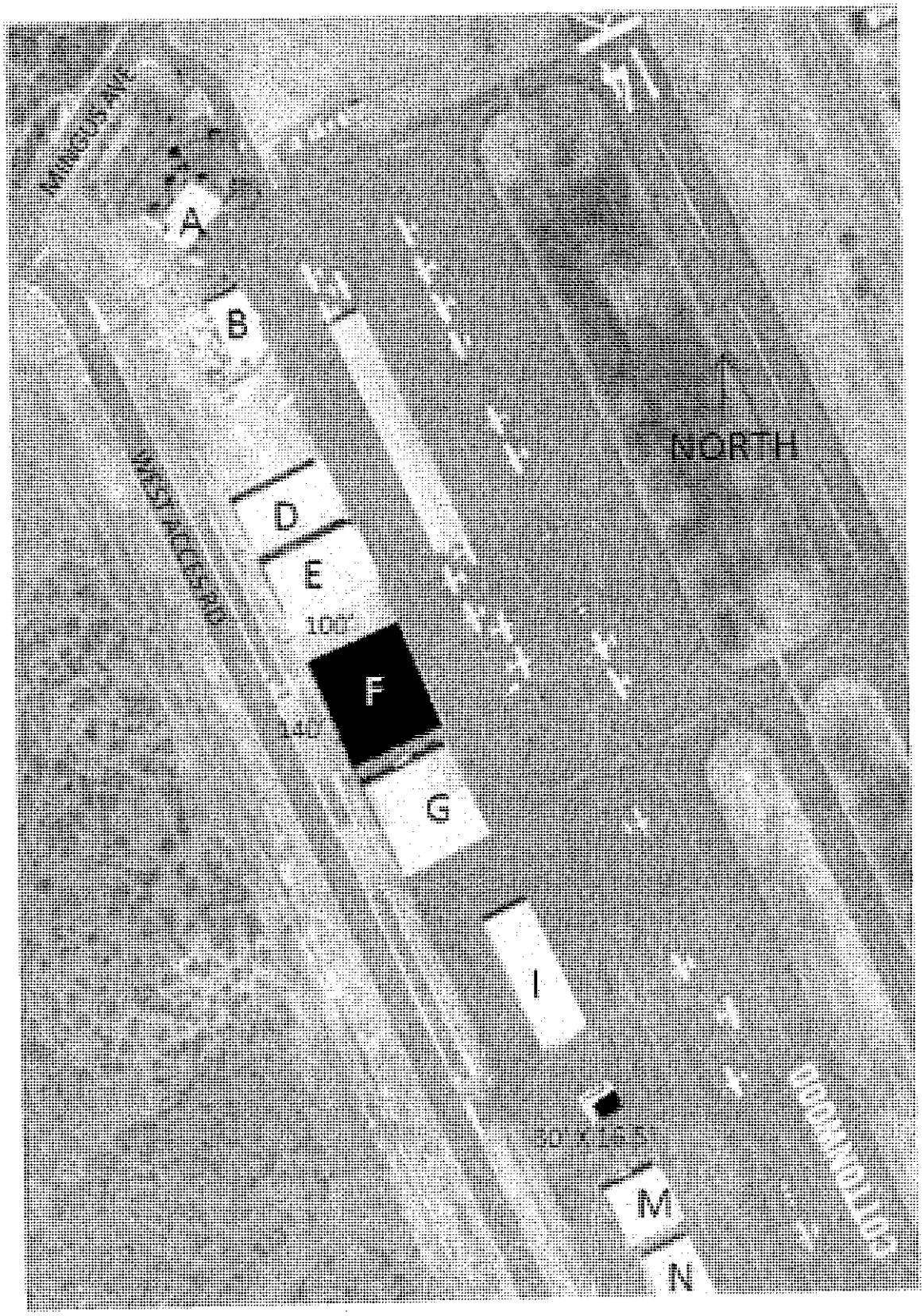


EXHIBIT 1: HANGAR F

LARRY GREEN Chevrolet

"The People Place"

June 25, 2013

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

Dear Mr. Bartosh,

Re: Lease agreement - City of Cottonwood and Larry Green Chevrolet, Nov. 30, 1995

Under Section XV paragraph A page 12 of the above lease I am requesting written approval to assign this lease to Dakota Territory Tours, ACC (Larry Brunner Pres).

The expedition of your approval would be greatly appreciated.

Thank you,

Larry Green

2050 E. Rodeo Drive • P.O. Box 1839 • Cottonwood, Arizona 86326
1-(800)-266-4436 • Cottonwood (928) 634-2227 • Phoenix (602) 252-6788
FAX (928) 634-3144 & (928) 634-5689
www.larrygreenchevrolet.com

Assignment of Lease

1. THE PARTIES:

Assignor Name: Larry Green Chevrolet

Assignor Address: 2050 E Rodeo Dr, Cottonwood, AZ 86326

Assignee Name: Dakota Territory Tours, A.C.C.

Assignee Address: 770 Sunshine Lane, Sedona, AZ 86336

2. THE PREMISES:

Street Address: 1001 W Mingus Ave, Cottonwood, AZ 86326

Premises Description: Tax Parcel No. Pt of 406-08-002P

3. THE LEASE:

On the 30 day of November 1995, the Landlord City of Cottonwood of address 827 North Main Street leased the Premises described above to the Assignor as tenant. (herein referred to as the "Lease" and a copy of which is attached hereto)

4. LEASE ASSIGNMENT:

For value received, the Assignor hereby assigns and transfers the Lease, together with all his/her rights, title and interest in and to the Lease and Premises to the Assignee, subject to the terms and conditions contained in the Lease.

The Assignor covenants that this interest is free from all encumbrances and that he/she has performed all duties and obligations under the terms and conditions of the Lease.

The Assignee agrees to pay all payments due after the effective date of this Assignment, and to assume and perform all duties and obligations under the terms and conditions of the Lease.

EXECUTED this 1 day of July, 20 13.

Assignor Name: Larry Green Chevrolet

Assignor Signature: _____ Date: July 1, 2013

Assignee Name: Dakota Territory Tours

Assignee Signature: _____ Date: July 1, 2013

CONSENT OF LANDLORD

The Landlord hereby consents to the above Assignment and releases the Assignor from all obligations and liabilities arising from the Lease after the effective date of this Assignment.

Landlord Name: City of Cottonwood

Landlord Signature: _____ Date: _____

City of Cottonwood, Arizona
City Council Agenda Communication

Print

Meeting Date:	July 16, 2013
Subject:	Area lighting for the Old Town Jail parking lot.
Department:	Development Services
From:	Scott Mangarpan, Development Services

REQUESTED ACTION

Consider approval of the JOC bid for installation of area lighting in the Old Town Jail parking lot.

SUGGESTED MOTION

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

I move to award the JOC bid for the installation of area lighting in the Old Town Jail parking lot to Arizona Northern Equipment in the amount of $84,796.00.

BACKGROUND

The City has constructed a new parking lot around the jail and on the former Gardner property north of Yavapai Street. As part of that project, area lighting will be installed to allow for night time use of the parking lot. The style of the light poles and heads was selected to reflect a nostalgic rather than modern look. LED light sources will provide color correct lighting while minimizing power costs for the City.

The lighting scope for the project was submitted to the city's three JOC contractors who submitted the following bids:

Arizona Northern Equipment: $ 84,796.00

Kinney Construction: $ 91,220.09

Tiffany Construction: $ 93,990.47

JUSTIFICATION/BENEFITS/ISSUES

Area lighting will improve safety during night time use of the parking lot.

COST/FUNDING SOURCE

General Fund Capital

ATTACHMENTS:

Name:	Description:	Type:
Solicitation_Tabulation_Form.pdf	Bid Tabulation Form	Backup Material
Old_Town_Parking_Lot_#3_Quote_Request_-_Lighting_REVISED_SCOPE.doc	JOC Quote Request	Backup Material
Cut_Sheets.pdf	Fixture Cut Sheets	Backup Material
Site_Plans.pdf	Site Plans	Backup Material

City of Cottonwood
SOLICITATION TABULATION

Project Name: Old Town Parking Lot #3 Area Lighting Project - REVISED

Solicitation Number: JOC Quotes

Solicitation Opening Date: July 3, 2013 @ 10:00 a.m.

Firm Name	Quote Amount			
Arizona Northern Equipment	$84,796.00			
Kinney Construction	$91,220.09			
Tiffany Construction	$93,990.47			

Notes:

City of Cottonwood, Arizona

JOC QUOTE REQUEST

The City of Cottonwood is requesting lump sum quotes from Job Order Contractors for the work described below:

Old Town Parking Lot #3 Area Lighting Project

Location: Old Town Parking Lot #3 is located on Main Street at the north end of Old Town and adjacent to the Old Town Jail in Cottonwood.

Quotes shall be per the approved plans and specifications provided with this request.

The sealed quote shall be delivered to the City of Cottonwood Administrative Services Department, Purchasing Division temporarily located at the Public Safety Building Conference Rooms at 199 S 6th Street, Cottonwood, AZ 86326 by **Wednesday, July 3th, 2013 at 10:00 am local Arizona time. Quotes will not be accepted after the time and date specified.**

The sealed quote shall be clearly marked:

Old Town Parking Lot #3 – Area Lighting
Attention: Lisa Elliott

Questions regarding this quote request shall be directed to Scott Mangarpan at smangarpan@cottonwoodaz.gov. All emails shall include a carbon copy to Lisa Elliott at lelliott@cottonwoodaz.gov. All questions must be asked via email as outlined above prior to **12:00 pm on Monday, July 1th, 2013**.

Terms and Conditions:

- All work shall be per the approved plans and these specifications (see attached catalog cuts and site plans, Landscape and Lighting Plan, Old Town Parking Lot #3, sheets 8 of 11 and 9 of 11).
- The Contractor shall complete the Unit Price Table below. The entire Unit Price Table must be completed as this may be used for any additional work in the future or if additional work is encountered on this Project.
- The requested quote shall be for the total cost of this Project. All items included in these specifications and/or approved plans shall be included in the quote if shown on the Unit Price Table below. If discrepancies are encountered between the Unit Price Table and items, quantities, or work called for in the approved plans and these specifications, then the Unit Price Table together with unit costs corrected to the actual quantities shall take precedence unless a correction or addendum is made to this notice prior to the quote submittal due to questions and answers. The City of Cottonwood shall not be held responsible for errors in estimates of quantities, materials, schedule, installation requirements, or sizing. The Contractor is responsible to review the approved plans and site conditions and to perform their own estimate of quantities prior to quoting this Project.

- No additional charges or other costs incurred by the Contractor shall be allowed.
- It is the Contractor's responsibility to return the work site to its original or better condition. Damage to any appurtenance, property or facility (public or private) on site shall be repaired solely at the Contractor's expense.
- The Contractor is responsible for complying with all applicable Arizona Blue Stake Authority regulations. The Contractor shall provide the City of Cottonwood Engineering Staff with evidence of contacting Blue Stake two (2) days prior to the commencement of construction.
- Work shall be scheduled to minimize disruption of the surrounding businesses and residences as well as their driveways and access.
- All work shall be completed and invoiced within sixty (60) days of Notice to Proceed.
- Once the project is awarded, a pre-construction meeting shall be scheduled in order to coordinate with the City of Cottonwood Engineering Department. The Contractor shall call the Engineering Department at (928) 634-0186, ext. 3309 to schedule the meeting.
- The City of Cottonwood Engineering Department shall be notified forty-eight (48) hours in advance of any work or required inspections unless otherwise agreed upon.
- The Contractor shall be responsible to determine all relevant standards as required for the safety and conformance to applicable OSHA regulations for construction standards the term of this Project.
- **The Contractor is responsible for securing work areas whenever they leave. No unsafe conditions shall exist or be left at the end of each working day. No dangerous conditions shall be left unattended. All trenching shall be filled to final grade by the end of each working day in order to assure access to and from surrounding residences and businesses.**
- The Contractor shall visit the site prior to placing a bid to familiarize himself/herself with the site and any extraordinary difficulties at the site location.
- Contractors must be licensed to perform said work in the public right-of-way.
- The Contractor is responsible to repair any improvement or existing appurtenance that is damaged or vandalized prior to final acceptance of the Project.
- Proof of insurance shall be delivered to the City of Cottonwood Engineering Department a minimum of forty-eight (48) hours prior to the start of construction. The Contractor shall obtain and maintain the following insurance for the entire duration of the Project:
    - Comprehensive general liability insurance with a minimum combined single limit of two million dollars ($2,000,000) 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.
    - Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000) each occurrence with respect to the Contractor's vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of this project.
    - Worker's Compensation (statutory limits).
    - Employer's Liability Insurance ($500,000 each occurrence).
    - Additional insurance coverage may be required at the City's discretion where the services to be performed are deemed to be hazardous in nature.
    - The policies required above shall name the City and its respective agents, officials, and employees as additional insured, and shall specify that the insurance afforded the Contractor shall be primary insurance and that any insurance coverage carried by the City or its employees shall be excess coverage and not contributory insurance to that provided by the Contractor. Said policy shall contain a severability of interests provision.

- Proof of liability insurance, held by the Contractor, shall be delivered to the City of Cottonwood Purchasing Division a minimum of forty-eight (48) hours prior to the start of construction.
- Failure on the part of the Contractor to procure and maintain the required liability insurance and provide proof thereof to the City within thirty (30) days following the commencement of a new policy period, shall constitute a material breach of the Agreement upon which the City may immediately terminate the Agreement. Prior to the effective date of the Agreement, the Contractor shall furnish the City with a certificate of insurance in the format acceptable by the City. The City reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.

Unit Price Table

Old Town Parking Lot #3 – Area Lighting Project

These are estimated quantities. The Contractor shall visit the site prior to submitting a quote to familiarize himself/herself with the site and verify quantities.

NO.	Base Bid Item Description	Unit	Qty	Unit Price	Price
1	Provide and install Single head light poles as manufactured by ELA Lighting Model Number BEL22/CR17A (with scroll)/P4014B-10 with power outlet GFI2, 40 watt LED, Finish non-premium powder coat color (exact color tbd)	EA	24		
2	Pull wire in existing 1 ½" conduit – Lighting #10 wire as required for 2 circuits, include individual Neutral #10 wire and Ground #10 wire	LF	950		
3	Pull wire in existing 1 ½" conduit – power outlets #10 wire as required for 3 circuits, include individual Neutral #10 wire and Ground #10 wire	LF	950		
4	Provide waterproof mechanical wall timer with photocell mounted on meter pedestal	EA	1		
5	Anchor bolts are existing	-	n/a		
				SUBTOTAL	

Tax: $ _____

(Tax is to be figured on 65% of the project subtotal utilizing a tax rate of 11.35%)

Total Project Cost: $ _____

Contractor: _____

Address: _____

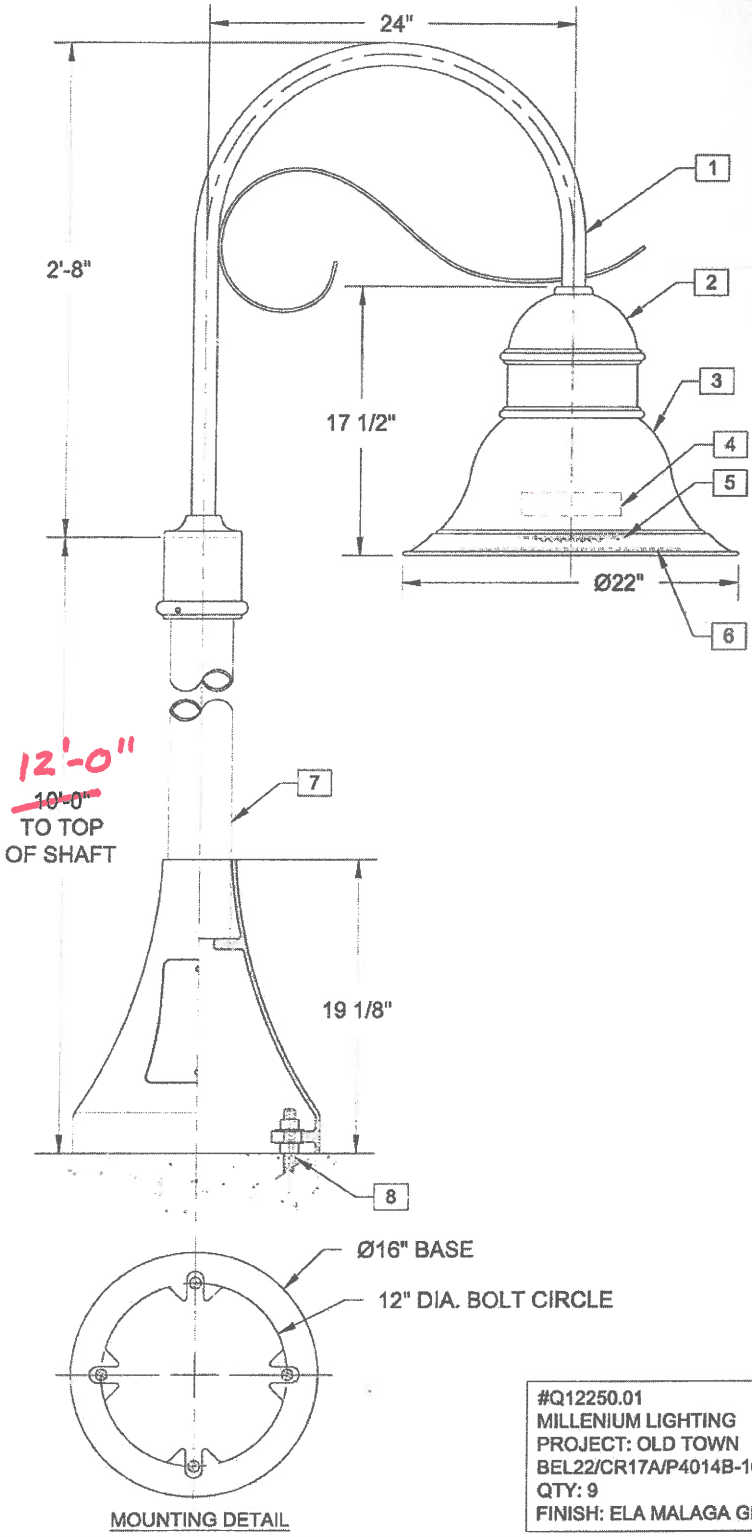
City: _____ State: _____ Zip Code: _____

Authorized Signature: _____

Printed Name: _____

Date: _____ Phone: _____

E-Mail Address: _____



MOUNTING DETAIL

ELA BEL/22/CR17AMOD./P4014B-10' SPECS:

1) ELA CR17A SINGLE CAST/FABRICATED ARM ASSEMBLY W/ SCROLL. ARM TO BE Ø1-1/2" X .188" ALUM. TUBING. ARM WELDED TO CAST ALUM. Ø4" POST CUP AND WELDED TO CAST ALUMINUM TOP DOME.

2) ELA BEL22 CAST ALUMINUM TOP DOME/BALLAST HOUSING. BEL22 CAST ALUMINUM HOUSING WELDED DIRECTLY TO ARM ASSEMBLY.

3) BEL22 SPUN ALUMINUM BODY ASSEMBLY. FASTENED TO BEL22 CAST ALUMINUM BALLAST HOUSING.

4) 40W, ~~277~~ 120V LED DRIVER UNIT.

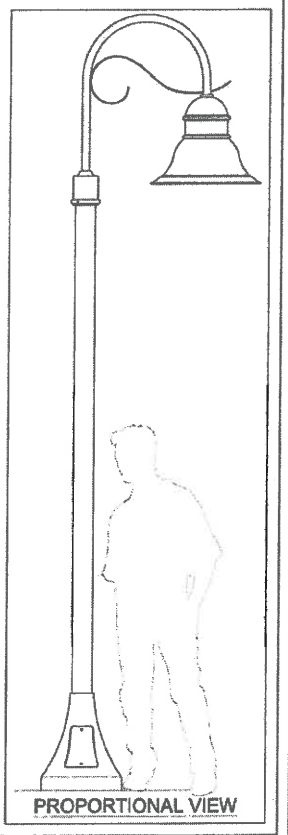
5) 40W, ~~277~~ 120/ LED BOARD TYPE 5 DISTRIBUTION.

6) CLEAR TEMPERED FLAT GLASS LENS WITH GLASS ATTACHED TO REMOVABLE LENS RING. FOR SERVICING.

7) ELA P4014 CAST ALUMINUM POLE BASE WITH ACCESS DOOR. WELDED TO A Ø4" X 1/8" ALUMINUM TUBING SHAFT. 10'-0" OVERALL POLE ASSEMBLY HEIGHT.

8) ~~3/4" X 18" L TYPE GALVANIZED STEEL ANCHOR BOLT AND HARDWARE. 4 REQ'D ON A Ø12" BOLT CIRCLE.~~

#Q12250.01
MILLENIUM LIGHTING
PROJECT: OLD TOWN
BEL22/CR17A/P4014B-10
QTY: 9
FINISH: ELA MALAGA GREEN



PROPORTIONAL VIEW

Finishes

Painted:
☐ Midnight ☐ Clay
☐ Dark Bronze ☐ Old Iron
☒ Other: ELA MALAGA GREEN

Lamp Type

☐ Mercury Vapor
☐ Metal Halide
☐ HPS
☐ Fluorescent
☐ Incandescent

Socket

☐ Medium Base
☐ Mogul Base
☐ CFL (Fluorescent)
☒ 40W, LED

Ballast Wattage

☐ 35 ☐ 150
☐ 50 ☐ 200
☐ 70 ☐ 250
☐ 75 ☐ 400
☐ 100 ☒ Other
40W LED DRIVER

Ballast Voltage

☒ 120 ☐ 120/277
☐ 208 ☐ 347
☐ 240 ☐ 480
~~☒ 277~~ ☒ Multi-Tap
☐ Other:

Distribution

☐ Refrac. ☐ Reflec.
☐ II ☐ III
☐ IV ☒ V
☐ Other:

Lens

☒ Glass ☐ Acrylic
☐ Polycarbonate
☐ Other:

Check One:
☒ Clear ☐ Frosted
☐ Opal
☐ Other:

Job or Spec.Number
ELA# Q12250.02
PG 1 OF 2

NOTE: Approval drawing must be returned to ELA Company, Inc. before unit can be fabricated. Please note any corrections or revisions to the drawing or specifications.

Date Drawn: 05/09/2013

Project: OLD TOWN

Scale: 1:12

Drawn By: MP

Approved By:

Date Approved:

ELA LIGHTING

ENVIRONMENTAL LIGHTING FOR ARCHITECTURE, INC.
17891 Arenth Avenue, City of Industry, Ca. 91748-1197
Phone: (626)965-0821 · (800)423-6561 · Fax: (626)965-9494

This drawing is the property of ELA Company, Inc. It may not be used by any other party for specification, approvals or reproductions without the approval of ELA Company, Inc.

Project Name:	Type:
Notes:	Order Matrix Number:

Environmental Lighting for Architecture, Inc.

P4014

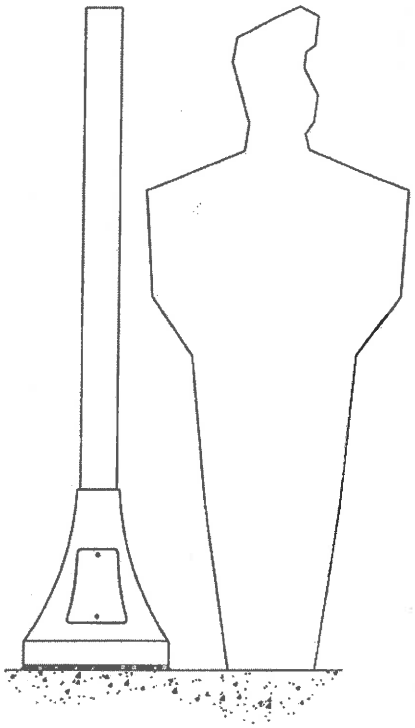
Specifications: Pole anchor base and cover shall be corrosion resistant cast aluminum alloy #A356. The housing shall be free of any foreign materials or cosmetic fillers and is circumferentially welded to the shaft. Decorative base cover shall be one piece corrosion resistant cast aluminum alloy #A356. All stainless steel cover mounting hardware included.

Pole shaft shall be extruded from all new seamless 6063 alloy aluminum and shall be heat treated to produce a T6 temper. The shaft may be drilled for mounting luminaires. Each pole shall be fully wrapped for protection in shipment.

Wiring access shall be via a 1-1/2" diameter wire access hole and to be completely concealed by the one-piece aluminum pole base cover. To comply with NEC hand-holes with painted sheet metal covers are located 18" from the bottom of the pole shaft.

Ground lug provision shall be via a 1/4-20 tapped provision with stainless steel round head machine screw for the ground connector located 180° from the wiring access hole.

Anchor bolts shall be hot dip galvanized steel. All anchor bolt orders include two galvanized hex nuts and flat washers shall be provided per individual anchor bolt as well as an anchor bolt guide template.



2. Shaft

3" Diameter Shafts
- A: *3" Round, Straight, Smooth w/.125" wall*
- J: *3" Round, Straight, Smooth w/.188" wall*
- C: *3" Round, Straight, Fluted w/.125" wall*

4" Diameter Shafts
- B: *4" Round, Straight, Smooth w/.125" wall* ✔
- K: *4" Round, Straight, Smooth w/.188" wall*
- D: *4" Round, Straight, Fluted w/.188" wall*

4-1/2" Diameter Shaft
- I: *4-1/2" Round, Straight, Fluted w/.188" wall*

5" Diameter Shafts
- E: *5" Round, Straight, Smooth w/.250" wall*
- F: *5" Round, Straight, Fluted w/.188" wall*

***For other pole shaft options please contact factory.**

3. Height

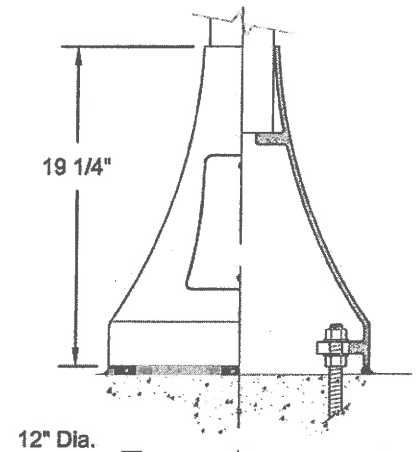
3" Diameter Shafts
- A: *12'-0" Max. Height*
- J: *12'-0" Max. Height*
- C: *12'-0" Max. Height*

4" Diameter Shafts
- B: *12'-0" Max. Height* ✔
- K: *14'-0" Max. Height*
- D: *14'-0" Max. Height*

4-1/2" Diameter Shafts
- I: *16'-0" Max. Height*

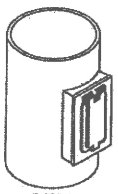
5" Diameter Shafts
- E: *16'-0" Max. Height*
- F: *16'-0" Max. Height*

Standard pole heights ordered in 0'-6" increments. Example: 10.5 = 10'-6". Other heights available upon request from factory.



4. Accessories:

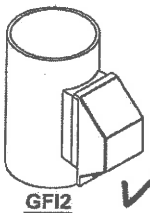
**Final GFI box location on pole shaft to be determined by customer and requires approved drawing. GFI outlet "By Others" unless otherwise specified when ordering.*



GFI1

Specifications: GFI box shall be corrosion resistant cast aluminum alloy #A356 and welded into the aluminum pole shaft. The housing shall be free of any foreign materials or cosmetic fillers.

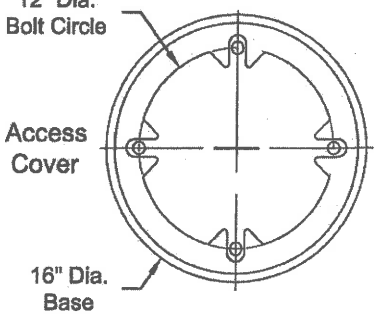
GFI self-closing hinged cover and frame shall be made of Cap die cast zinc material and includes stainless steel mounting screws and sealing gaskets. GFI assembly is suitable for 1 or 2 (3 prong) plug connections.



GFI2

Specifications: GFI box shall be corrosion resistant cast aluminum alloy #A356 and welded into the aluminum pole shaft. The housing shall be free of any foreign materials or cosmetic fillers.

GFI while-in-use hinged cover and frame shall be made of Cap die cast zinc material and includes stainless steel mounting screws and sealing gaskets. GFI assembly is suitable for 1 or 2 (3 prong) plug connections. GFI2 setup allows for padlock with a locking bolt of no more than a 1/2" in diameter. ***Padlock by others.***

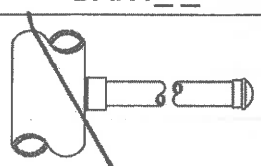
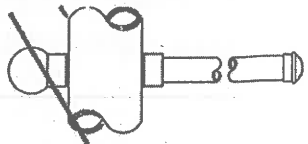
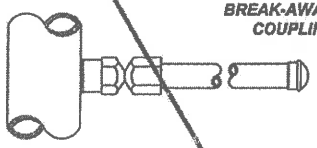
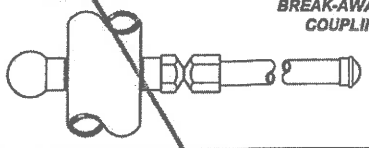
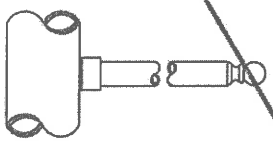
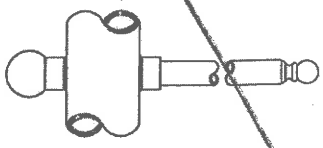
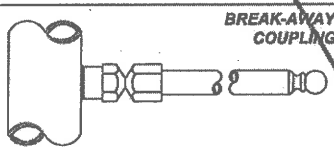
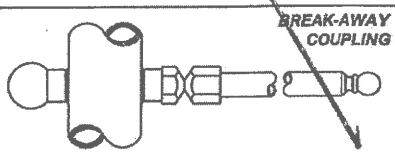


1/2" or 3/4" L-Type Galvanized Anchor Bolts required

Project Name:	Type:
Notes:	Order Matrix Number:

Environmental Lighting for Architecture, Inc. **P4014**

5. Accessories:

	BAN1_ _	BAN2_ _
A		
B		
C		
D		
	1= 3/4" PIPE 2= 1" PIPE	1= 3/4" PIPE 2= 1" PIPE

**Final banner arm location on pole shaft to be determined by customer and requires approved drawing.*

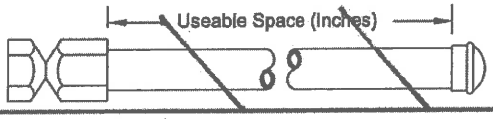
6. Accessories:

Configuration

S=Single Banner Arm

7. Banner Arm Length:

Maximum of 48". For longer lengths please contact factory.



8. Color

TBD

For custom colors please contact factory.

Powder Coat Finish

Matrix #		Matrix #		Matrix #	
AG	Augustine Green	MG	Malaga Green	HB	Harbor Blue
GY	Architectural Grey	HP	Hammered Pewter	MN	Midnight
CC	Charcoal	VL	Village Green	PW	Pewter
CY	Clay	SS	Sand Storm	W	White
DB	Dark Bronze	SB	Statuary Bronze	OR	Old Iron

Hand-Applied Finish

Matrix #	
CH	*Cracked Hide*
LV	*Light Verde*
R	*Rust*
V	*Verde*

Notes:

ELA recommends consulting a local engineer when the pole is to be installed in an area that may be subject to extreme weather and exposure.

ELA poles to be installed atop structures such as buildings and bridges may be subjected to unforeseen stresses, vibrations, oscillations and other fatigue effects which are not covered by the ELA warranty.

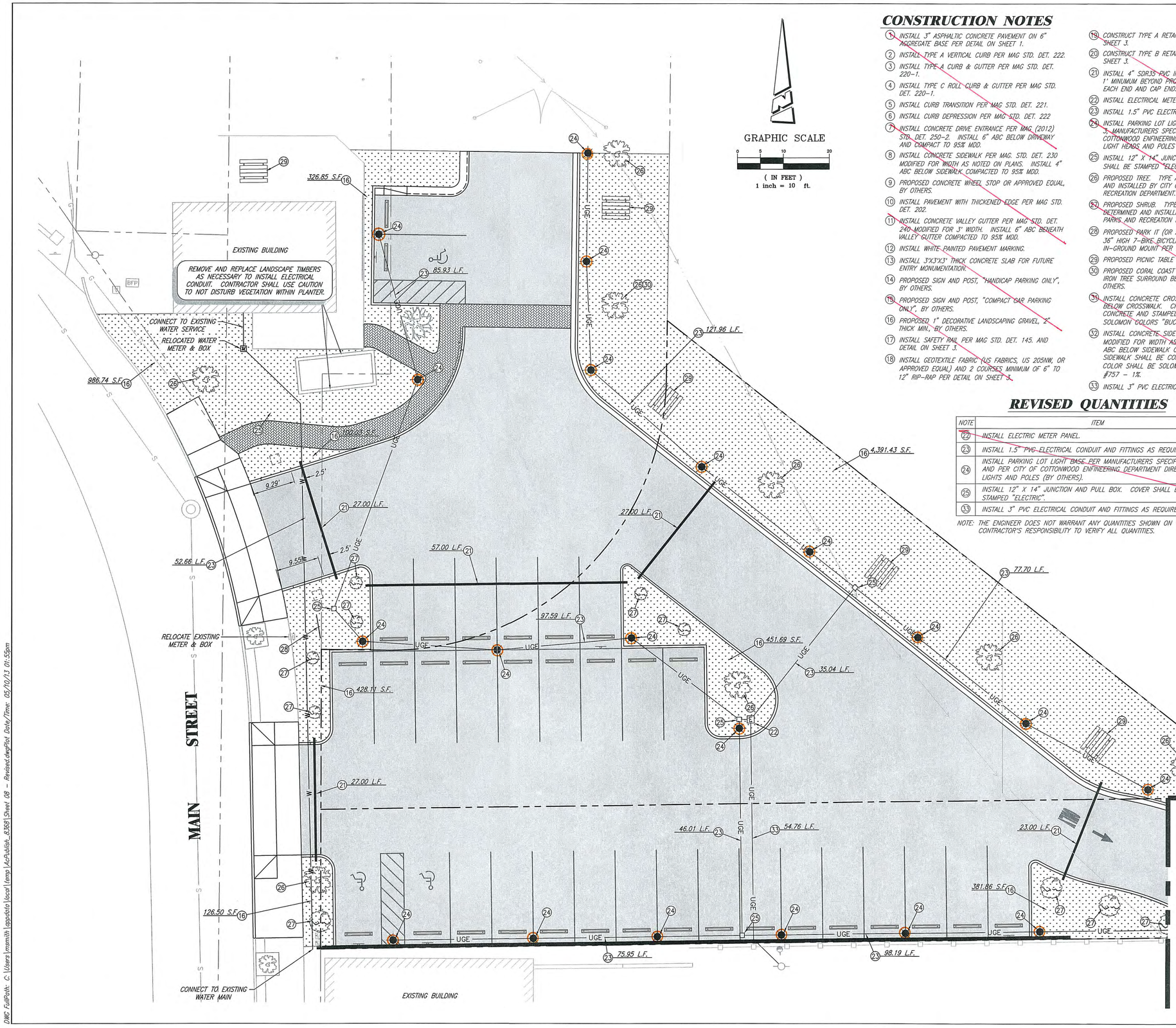
If ELA products are to be utilized on an existing structure or foundation, the customer assumes all responsibility for the structural integrity of the existing structure or foundation, anchorage and all the consequences arising therefrom.

The use of banners arms or other accessories can severely affect the loading of a pole structure. ELA is not responsible for any banner arms or accessories attached to an ELA pole unless otherwise approved by ELA before their installation.

Warnings: Customer should exercise caution in the selection of a design wind speed when the pole is to be specified or installed in a special wind region (as indicated by the wind map) or in an area where wind speed is unpredictable.

ELA RESERVES THE RIGHT TO CHANGE SPECIFICATIONS WITHOUT NOTICE.

1 Pole	2 Shaft	3 Height	4 Option	5 Option	6 Option	7 Arm Length	8 Color



CONSTRUCTION NOTES

1. INSTALL 3" ASPHALTIC CONCRETE PAVEMENT ON 6" AGGREGATE BASE PER DETAIL ON SHEET 1.
2. INSTALL TYPE A VERTICAL CURB PER MAG STD. DET. 222.
3. INSTALL TYPE A CURB & GUTTER PER MAG STD. DET. 220-1.
4. INSTALL TYPE C ROLL CURB & GUTTER PER MAG STD. DET. 220-1.
5. INSTALL CURB TRANSITION PER MAG STD. DET. 221.
6. INSTALL CURB DEPRESSION PER MAG STD. DET. 222
7. INSTALL CONCRETE DRIVE ENTRANCE PER MAG (2012) STD. DET. 250-2. INSTALL 6" ABC BELOW DRIVEWAY AND COMPACT TO 95% MDD.
8. INSTALL CONCRETE SIDEWALK PER MAG. STD. DET. 230 MODIFIED FOR WIDTH AS NOTED ON PLANS. INSTALL 4" ABC BELOW SIDEWALK COMPACTED TO 95% MDD.
9. PROPOSED CONCRETE WHEEL STOP OR APPROVED EQUAL, BY OTHERS.
10. INSTALL PAVEMENT WITH THICKENED EDGE PER MAG STD. DET. 202.
11. INSTALL CONCRETE VALLEY GUTTER PER MAG STD. DET. 240 MODIFIED FOR 3' WIDTH. INSTALL 6" ABC BENEATH VALLEY GUTTER COMPACTED TO 95% MDD.
12. INSTALL WHITE PAINTED PAVEMENT MARKING.
13. INSTALL 3'X3'X3' THICK CONCRETE SLAB FOR FUTURE ENTRY MONUMENTATION.
14. PROPOSED SIGN AND POST, "HANDICAP PARKING ONLY", BY OTHERS.
15. PROPOSED SIGN AND POST, "COMPACT CAR PARKING ONLY", BY OTHERS.
16. PROPOSED 1" DECORATIVE LANDSCAPING GRAVEL, 2" THICK MIN., BY OTHERS.
17. INSTALL SAFETY RAIL PER MAG STD. DET. 145. AND DETAIL ON SHEET 3.
18. INSTALL GEOTEXTILE FABRIC (US FABRICS, US 205NW, OR APPROVED EQUAL) AND 2 COURSES MINIMUM OF 6" TO 12" RIP-RAP PER DETAIL ON SHEET 3.
19. CONSTRUCT TYPE A RETAINING WALL PER DETAIL ON SHEET 3.
20. CONSTRUCT TYPE B RETAINING WALL PER DETAIL ON SHEET 3.
21. INSTALL 4" SDR35 PVC IRRIGATION LINE SLEEVE. EXTEND 1' MINIMUM BEYOND PROPOSED BACK OF CURB ON EACH END AND CAP ENDS.
22. INSTALL ELECTRICAL METER PANEL.
23. INSTALL 1.5" PVC ELECTRICAL CONDUIT.
24. INSTALL PARKING LOT LIGHT BASE PER DETAIL ON SHEET 3, MANUFACTURERS SPECIFICATIONS, AND PER CITY OF COTTONWOOD ENFINEERING DEPARTMENT DIRECTION. LIGHT HEADS AND POLES ARE BY OTHERS.
25. INSTALL 12" X 14" JUNCTION AND PULL BOX. COVER SHALL BE STAMPED "ELECTRIC".
26. PROPOSED TREE. TYPE AND SIZE SHALL BE DETERMINED AND INSTALLED BY CITY OF COTTONWOOD PARKS AND RECREATION DEPARTMENT.
27. PROPOSED SHRUB. TYPE AND SIZE SHALL BE DETERMINED AND INSTALLED BY CITY OF COTTONWOOD PARKS AND RECREATION DEPARTMENT.
28. PROPOSED "PARK IT (OR APPROVED EQUAL) 63" LONG X 36" HIGH 7-BIKE BICYCLE RACK. INSTALLATION SHALL BE IN-GROUND MOUNT PER MANUFACTURER'S SPECIFICATIONS.
29. PROPOSED PICNIC TABLE BY OTHERS.
30. PROPOSED CORAL COAST LONGWOOD GARDENS WROUGHT IRON TREE SURROUND BENCH, OR APPROVED EQUAL, BY OTHERS.
31. INSTALL CONCRETE CROSSWALK. INSTALL 6" ABC BELOW CROSSWALK. CROSSWALK SHALL BE COLORED CONCRETE AND STAMPED. COLOR SHALL BE SOLOMON COLORS "BUCKWHEAT" #757 – 1%.
32. INSTALL CONCRETE SIDEWALK PER MAG. STD. DET. 230 MODIFIED FOR WIDTH AS NOTED ON PLANS. INSTALL 4" ABC BELOW SIDEWALK COMPACTED TO 95% MDD. SIDEWALK SHALL BE COLORED CONCRETE AND STAMPED. COLOR SHALL BE SOLOMON COLORS "BUCKWHEAT" #757 – 1%.
33. INSTALL 3" PVC ELECTRICAL CONDUIT.

REVISED QUANTITIES

NOTE	ITEM	QUANTITY	UNIT
22	INSTALL ELECTRIC METER PANEL.	1	EA.
23	INSTALL 1.5" PVC ELECTRICAL CONDUIT AND FITTINGS AS REQUIRED.	742.11	L.F.
24	INSTALL PARKING LOT LIGHT BASE PER MANUFACTURERS SPECIFICATIONS AND PER CITY OF COTTONWOOD ENFINEERING DEPARTMENT DIRECTION. LIGHTS AND POLES (BY OTHERS).	23	EA.
25	INSTALL 12" X 14" JUNCTION AND PULL BOX. COVER SHALL BE STAMPED "ELECTRIC".	5	EA.
33	INSTALL 3" PVC ELECTRICAL CONDUIT AND FITTINGS AS REQUIRED.	54.76	L.F.

NOTE: THE ENGINEER DOES NOT WARRANT ANY QUANTITIES SHOWN ON THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL QUANTITIES.

LEGEND

ABC	AGGREGATE BASE COURSE
AC	ASBESTOS CONCRETE
B/W	FG AT LOW SIDE OF WALL
℄	CENTER LINE
CMP	CORRUGATED METAL PIPE
CMPA	CORRUGATED METAL ARCH PIPE
C.Y.	CUBIC YARDS
DIP	DUCTILE IRON PIPE
EA.	EACH
EP	EDGE OF PAVEMENT
EX.	EXISTING
FG	FINISHED GRADE
FGW	FINISHED GRADE @ WALL
FL	FLOW LINE
INV	PIPE INVERT
L.F.	LINEAR FEET
L.S.	LUMP SUM
LT	STATION OFFSET LEFT
MDD	MAXIMUM DRY DENSITY
MH	MANHOLE
OFF	OFFSET
ℙ	PROPERTY LINE
ROW	RIGHT-OF-WAY
RT	STATION OFFSET RIGHT
S.F.	SQUARE FEET
STA.	STATION
S.Y.	SQUARE YARDS
T/C	TOP OF CURB
T/F	TOP OF FOOTING
T/W	TOP OF WALL
	EXISTING SANITARY SEWER MANHOLE
	EXISTING WATER VALVE
	EXISTING FIRE HYDRANT
	EXISTING UTILITY POLE
	EXISTING STREET LIGHT & POLE
	EXISTING VALVE/METER BOX
	EXISTING WATER METER
	EXISTING GAS METER
	EXISTING ELECTRIC METER
	EXISTING WATER VALVE
	EXISTING SEWER CLEANOUT
	EXISTING SIGN & BASE
	PROPOSED SIGN & BASE
W	EXISTING WATER MAIN
E	EXISTING UNDERGROUND ELECTRIC
T	EXISTING UNDERGROUND TELEPHONE
S	EXISTING SEWER MAIN
G	EXISTING GAS MAIN
UGE	PROPOSED UNDERGROUND ELECTRICAL CONDUIT
	EXISTING STORM DRAIN CULVERT
+ XXX.XX	EXISTING SPOT ELEVATION
XXX.XX	PROPOSED SPOT ELEVATION
	EXISTING GROUND CONTOUR
	PROPOSED GROUND CONTOUR
	PROPOSED PAVEMENT REMOVAL
	PROPOSED PAVEMENT REPLACEMENT
	PROPOSED ASPHALT PAVEMENT
	PROPOSED DECORATIVE GRANITE LANDSCAPING
	PROPOSED PICNIC TABLE
	PROPOSED SHRUB (BY OTHERS)
	PROPOSED TREE (BY OTHERS)
	PROPOSED LIGHT AND ~~BASE~~ POLE

NOTE:
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ARIZONA 811
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In Maricopa County: (602) 263-1100

Revisions:
(2013/05/09) REVISED CONDUIT LAYOUT

Engineer: Troy Odell, P.E.
Technician: Martin Smith
Scale: 1" = 10'
Date: 05/10/13
Drawing No: SHEET 08.dwg

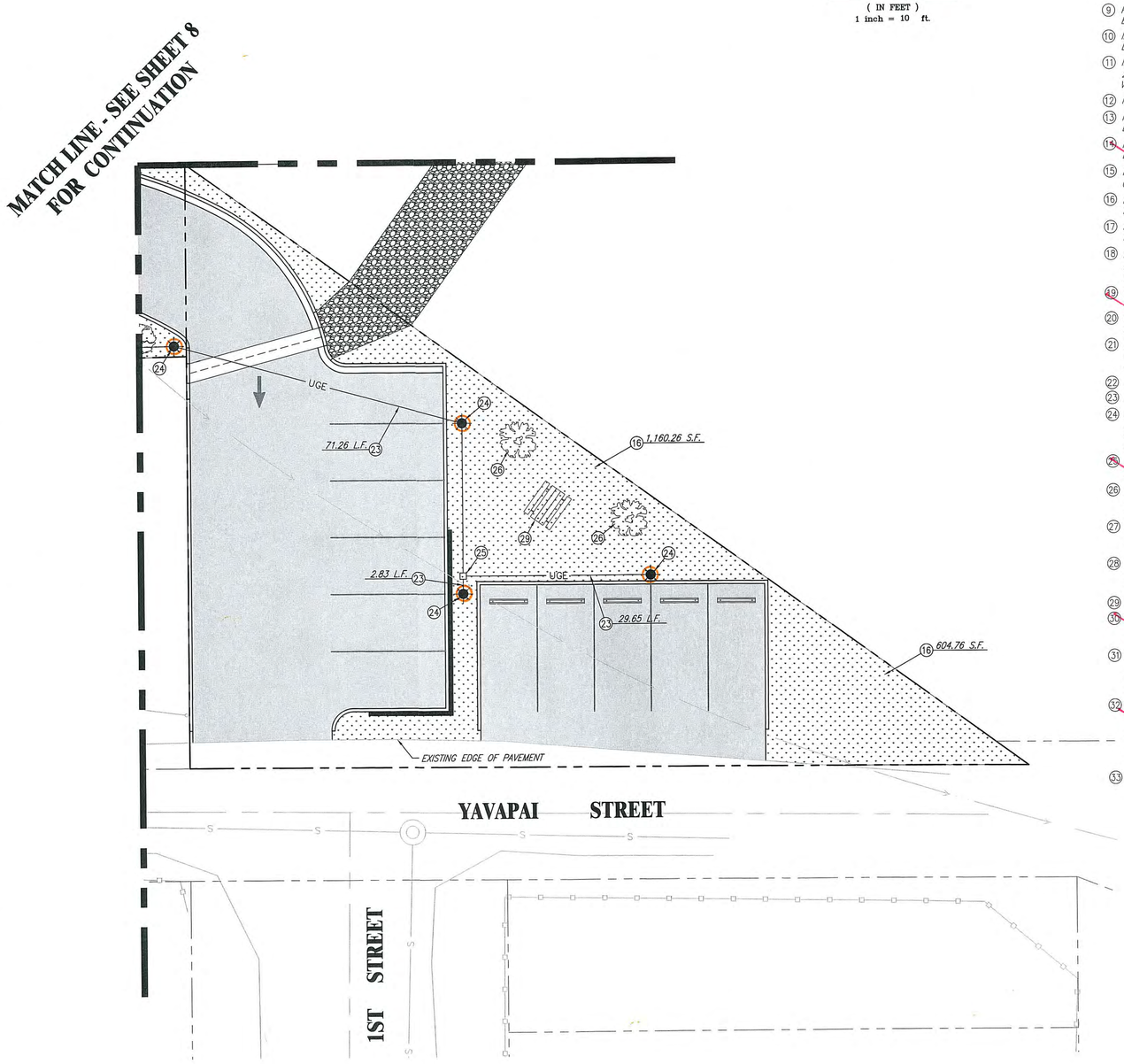
LANDSCAPE & LIGHTING PLAN
OLD TOWN PARKING LOT #3
CITY OF COTTONWOOD
COTTONWOOD, ARIZONA

Engineering Department
111 North Main Street
Cottonwood, AZ 86326

Cottonwood ARIZONA

SHEET 8 OF 11

DWG FullPath: C:\Users\mrsmith\appdata\local\temp\AcPublish_8368\Sheet 08 - Revised.dwgPlot Date/Time: 05/10/13 01:55pm



GRAPHIC SCALE

0 5 10 20

(IN FEET)
1 inch = 10 ft.

CONSTRUCTION NOTES

1. INSTALL 3" ASPHALTIC CONCRETE PAVEMENT ON 6" AGGREGATE BASE PER DETAIL ON SHEET 1.
2. INSTALL TYPE A VERTICAL CURB PER MAG STD. DET. 222.
3. INSTALL TYPE A CURB & GUTTER PER MAG STD. DET. 220-1.
4. INSTALL TYPE C ROLL CURB & GUTTER PER MAG STD. DET. 220-1.
5. INSTALL CURB TRANSITION PER MAG STD. DET. 221.
6. INSTALL CURB DEPRESSION PER MAG STD. DET. 222
7. INSTALL CONCRETE DRIVE ENTRANCE PER MAG (2012) STD. DET. 250-2. INSTALL 6" ABC BELOW DRIVEWAY AND COMPACT TO 95% MDD.
8. INSTALL CONCRETE SIDEWALK PER MAG. STD. DET. 230 MODIFIED FOR WIDTH AS NOTED ON PLANS. INSTALL 4" ABC BELOW SIDEWALK COMPACTED TO 95% MDD.
9. PROPOSED CONCRETE WHEEL STOP OR APPROVED EQUAL, BY OTHERS.
10. INSTALL PAVEMENT WITH THICKENED EDGE PER MAG STD. DET. 202.
11. INSTALL CONCRETE VALLEY GUTTER PER MAG STD. DET. 240 MODIFIED FOR 3' WIDTH. INSTALL 6" ABC BENEATH VALLEY GUTTER COMPACTED TO 95% MDD.
12. INSTALL WHITE PAINTED PAVEMENT MARKING.
13. INSTALL 3'X3'X3' THICK CONCRETE SLAB FOR FUTURE ENTRY MONUMENTATION.
14. PROPOSED SIGN AND POST, "HANDICAP PARKING ONLY", BY OTHERS.
15. PROPOSED SIGN AND POST, "COMPACT CAR PARKING ONLY", BY OTHERS.
16. PROPOSED 1" DECORATIVE LANDSCAPING GRAVEL, 2" THICK MIN., BY OTHERS.
17. INSTALL SAFETY RAIL PER MAG STD. DET. 145. AND DETAIL ON SHEET 3.
18. INSTALL GEOTEXTILE FABRIC (US FABRICS, US 205NW, OR APPROVED EQUAL) AND 2 COURSES MINIMUM OF 6" TO 12" RIP-RAP PER DETAIL ON SHEET 3.
19. CONSTRUCT TYPE A RETAINING WALL PER DETAIL ON SHEET 3.
20. CONSTRUCT TYPE B RETAINING WALL PER DETAIL ON SHEET 3.
21. INSTALL 4" SDR35 PVC IRRIGATION LINE SLEEVE. EXTEND 1' MINUMUM BEYOND PROPOSED BACK OF CURB ON EACH END AND CAP ENDS.
22. INSTALL ELECTRICAL METER PANEL.
23. INSTALL 1.5" PVC ELECTRICAL CONDUIT.
24. INSTALL PARKING LOT LIGHT BASE PER DETAIL ON SHEET 3, MANUFACTURERS SPECIFICATIONS, AND PER CITY OF COTTONWOOD ENFINEERING DEPARTMENT DIRECTION. LIGHT HEADS AND POLES ARE BY OTHERS.
25. INSTALL 12" X 14" JUNCTION AND PULL BOX. COVER SHALL BE STAMPED "ELECTRIC".
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Engineer: Troy Odell, P.E.
Technician: Martin Smith
Scale: 1" = 10'
Date: 05/10/13
Drawing No: SHEET 09.dwg

Revisions:
(2013/05/09) REVISED CONDUIT LAYOUT

LANDSCAPE & LIGHTING PLAN
OLD TOWN PARKING LOT #3
CITY OF COTTONWOOD
COTTONWOOD, ARIZONA

Engineering Department
111 North Main Street
Cottonwood, AZ 86326

Cottonwood ARIZONA

SHEET 9 OF11

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CLAIMS REPORT OF JULY 16, 2013			
FUND TOTAL	**VENDOR NAME**	**DESCRIPTION**	**TOTAL $0.00**

CLAIMS EXCEPTIONS REPORT OF JULY 16, 2013			
FUND	**VENDOR NAME**	**DESCRIPTION**	**TOTAL**
All	City of Cottonwood	Payroll 07/05/2013	$490,763.67
Gen	GiGi Rock Productions Inc	PO 19334 Rhythm & Ribs	11,000.00
Gen Utility Hurf	Heavy Equipment Machinery inc	Equipment Maintenance & Repair	6,984.04
Utilities	Wood Patel & Associates	PO 19163 Riverfront WRF, PO 19219 Misc Services	5,684.32
Debt SVC	US Banccorp	Lease Payment FY2013 Lease	64,412.80
All	United Fuel	Fuel	13,649.92
Gen	The Van Wyck Law Firm	June Prosecuting Atty	7,000.00
All	Reese & Sons Tire	Vehicle Maintenance	$9,667.68
Hurf	Offsite Sweeping	PO 19239 Sweeping Services	$5,616.00
Utilities	National Meter and Automation Inc	PO 19248 Cardless Terminal	$24,707.50
Capital	Kinney Construction	PO 19324, PO 19312 Old Town Parking #3	$120,400.46
Utilities	Ferguson Water	Supplies and PO 19293 Supplies	$5,179.62
Utilities	Envirogen Technologies	PO 19153 Arsenic Equip Maintenance	$34,760.95
All	APS	Utilities	$100,227.17
TOTAL			**$900,054.13**