

A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD AUGUST 21, 2012, AT 6:00 P.M., AT CITY COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER--THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.
- V. CALL TO THE PUBLIC-- This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02.H.) Comments are limited to a 5 minute time period.
- VI. PRESENTATION OF THE DISTINGUISHED BUDGET PRESENTATION AWARD FOR FISCAL YEAR BEGINNING JULY 1, 2011.
- VII. PRESENTATION OF THE 2012 GOVERNOR'S TOURISM AWARD IN THE COOPERATIVE MARKETING CATEGORY--"TASTE OF HISTORIC OLD TOWN COTTONWOOD."
- VIII. APPROVAL OF MINUTES--Regular Meeting of 8/7/12.

Comments regarding items listed on the agenda are limited to a 5 minute time period per speaker.
- IX. UNFINISHED BUSINESS
 1. SUPPLEMENTAL BENEFIT PROGRAM FOR NON-PUBLIC SAFETY EMPLOYEES.
- X. 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. RESOLUTION NUMBER 2656--APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF CLARKDALE, ARIZONA, FOR POLICE DISPATCHING SERVICES.

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2. RESOLUTION NUMBER 2657--A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF JEROME, ARIZONA, FOR POLICE DISPATCHING.
- XI. NEW BUSINESS--The following items are for Council discussion, consideration, and possible legal action.
1. REQUEST FROM SHARON BUSNELL TO KEEP BEES AT HER RESIDENCE LOCATED AT 631 SOUTH 7TH PLACE.
 2. RESOLUTION NUMBER 2658--APPROVING A SERVICE AGREEMENT WITH THE NORTHERN ARIZONA COUNCIL OF GOVERNMENTS FOR THE USE OF COMMUNITY SERVICE BLOCK GRANT FUNDS AND SOCIAL SERVICES BLOCK GRANT FUNDS FOR THE COTTONWOOD AREA TRANSIT AND VERDE LYNX SYSTEMS.
 3. AMENDMENT NUMBER TWO TO THE DESIGN/BUILD CONTRACT WITH EMCOR SERVICES ARIZONA FOR THE PURCHASE AND INSTALLATION OF THE SOLAR THERMAL SYSTEM FOR THE COTTONWOOD RECREATION CENTER.
- XII. CLAIMS & ADJUSTMENTS
- XIII. ADJOURNMENT

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

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

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

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

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	August 21, 2012
Subject:	Supplemental Benefit Program for all city employees
Department:	Administrative Services
From:	Jesus R. Rodriguez, C.G.F.M. Administrative Service General Manager

REQUESTED ACTION

Staff is requesting that the Council consider not extending the Supplemental Benefits to all employees.

SUGGESTED MOTION

If the Council desires to approve this item as presented then no motion is necessary

BACKGROUND

On April 18, 2012 Governor Brewer signed into law H.B. 2643. The resulting legislation, A.R.S. 38-961 - Supplemental Benefit Program for Public Safety Officers, is the effect of the signing. This item was approved by the City Council on August 7, 2012 with a retro date in order to meet the August 2, 2012 required start date. This plan is currently scheduled to end on September 30, 2014, in accordance with the sunset date on the Bill.

The issue to consider today is whether or not to extend these benefits to all city employees. Here are the highlights of the current Public Safety Supplemental Benefits Plan:

- Workers Compensation continues to pay 2/3 of employee's base salary
- The City pays 1/3 of employee base salary
- The City pays for both employer & employee portion of retirement
- Employee continues to pay employee and dependent health care coverage at pre-injury rates
- Employee pays taxes on the supplemental payments at pre-injury rates
- Employee must take light duty if available by the City
- All leave accruals will be frozen while the employee is on the plan

It is staff's recommendation that we do not place any additional burden on the General Fund or any other fund by expanding the program to include all employees. Staff also recommends that

the plan not exceed the mandatory six months.

JUSTIFICATION/BENEFITS/ISSUES

As a reminder, the intent of A.R.S. 38-961 is to make sure injured public safety employees are "made whole" during a period of time while injured. Since this is the same premise upon which workers' compensation benefits are paid, the primary benefactors under A.R.S. 38-961 will be injured public safety employees making more than the maximum allowable monthly wage under workers' compensation laws.

All injured public safety employees eligible under the plan will benefit from the law's requirement that the city pay the additional 1/3 of an employee's salary as well as the *employee's share of retirement contributions*.

When asked, the League of Arizona Cities and Towns has not taken a position on the matter. The Arizona Municipal Risk Retention Pool also does not take a position since their responsibility is for the 2/3 of the salary only.

There are, however, things to consider:

- Eliminates any incentive to return to work, even light duty work
- Establishes an incentive to stay at home with an increase in take home pay while injured
- Additional overtime will be necessary to cover any department
- The idea of expanding the program will become an entitlement even if the current legislation has a sunset of September 30, 2014
- As for Public Safety being treated different
- Two very different retirement systems - P.S.P.R.S. vs A.S.R.S.
- full retirement P.S.P.R.S. 20/25 years vs A.S.R.S. 80 points (25 years for all employees hired after 07/01/2012)
- P.S.P.R.S. had a Deferred Retirement Option Plan (D.R.O.P.) (No longer available as of 07/01/2012)

The City of Cottonwood already has a program that makes employees whole and does not supplement an employees salary by increasing their take home pay. Cottonwood also instituted a Leave Sharing Program whereby employees can donate leave for other employees needing additional leave time but not having any accruals to draw from. Lastly, Cottonwood already covers benefit more extensively than any other community and organization in the area.

Also note that the City already provides for this type of an event to keep our employees whole. This is a bad piece of legislation that will be compounded by its expansion to all employees.

COST/FUNDING SOURCE

The expansion of Supplemental Benefits Plan will place an additional burden to every fund that gets such a claim, in additional retirement cost as well as possible overtime expenses.

ATTACHMENTS:

Name:

Description:

Type:

No Attachments Available

City of Cottonwood, Arizona City Council Agenda Communication



 [Print](#)

Meeting Date:	August 21, 2012
Subject:	Resolution Number 2656--Approving an Intergovernmental Agreement with the Town of Clarkdale for Police Dispatching Services.
Department:	Police
From:	Chief Jody Fanning

REQUESTED ACTION

Request approval of Resolution Number 2656, which approves an Intergovernmental Agreement for Police Dispatching Services with the Town of Clarkdale from July 1, 2012 to June 30, 2013.

SUGGESTED MOTION

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

"I move to approve Resolution Number 2656, which approves an Intergovernmental Agreement with the Town of Clarkdale for Dispatching Services from July 1, 2012 through June 30, 2013."

BACKGROUND

This agreement is renewed on an annual basis and has been approved by Council each year. The only change on the attached agreement is a slight increase in funds paid by the Town of Clarkdale.

JUSTIFICATION/BENEFITS/ISSUES

This agreement allows the City of Cottonwood to provide centralized and uniform dispatch service for police units on a twenty-four (24) hours basis in the areas of Cottonwood and Clarkdale.

COST/FUNDING SOURCE

ATTACHMENTS:

Name:

Description:

Type:

8-1-

[12_Clarke_Dispatching_IGA.doc](#)

Clarkdale Dispatch IGA

Cover Memo

[res2656.doc](#)

RESOLUTION NUMBER 2656

Cover Memo

After Recording Return To:
City of Cottonwood
826 N. Main Street
Cottonwood, AZ 86326
Folder

**INTERGOVERNMENTAL AGREEMENT
FOR
POLICE DISPATCHING**

This Agreement, made by and between the CITY OF COTTONWOOD, ARIZONA, a municipal corporation, hereinafter called "COTTONWOOD," and the TOWN OF CLARKDALE, ARIZONA, hereinafter called "CLARKDALE."

WITNESSETH

WHEREAS, both parties are authorized to enter into this agreement pursuant to A.R.S. § 9-240(B)(12) and (23) and both parties are authorized to enter into Intergovernmental Agreements in general pursuant to A.R.S. § 11-951 through 11-954; and

WHEREAS, it would be in the best interest of COTTONWOOD and CLARKDALE to consolidate emergency dispatching systems in their adjoining areas for economical operation and better response time; and

WHEREAS, COTTONWOOD has facilities and equipment for providing said emergency dispatch services.

NOW THEREFORE, the parties mutually agree as follows:

1. Purpose. This Agreement is made to provide centralized and uniform dispatch for police units on a twenty-four (24) hour basis in the areas of COTTONWOOD AND CLARKDALE.
2. Service. COTTONWOOD agrees to relay or use its best efforts in attempting to relay messages received by the dispatch center of the Police Department of COTTONWOOD to personnel of CLARKDALE authorized to receive such messages. Messages shall be transmitted by radio-telephone first, and then by telephone or any other reasonable and appropriate method on a twenty-four (24) hours basis. COTTONWOOD shall not be under a duty to send its employees or equipment to CLARKDALE in response to any message received (excluding mutual aid required by state law.) CLARKDALE shall at all times maintain a list at the COTTONWOOD dispatcher's office of CLARKDALE personnel

authorized to receive messages, their telephone numbers, and any preference as to order of calls.

3. Dispatch of Towing Carriers. In addition to using its best efforts to relay messages to personnel of CLARKDALE as provided in Paragraph 2 above, COTTONWOOD will also dispatch towing carriers on its towing rotation list to remove vehicles from accident scenes, no-parking zones, and posted private property upon a proper request by personnel from CLARKDALE. COTTONWOOD assumes no responsibility or liability for the negligent or intentional acts and/or omissions of any towing carrier so dispatched, and by its execution of this agreement, CLARKDALE specifically warrants: (1) that its personnel are and will in each case be authorized to request towing services; (2) that all requests for vehicle removals and impoundments are and shall be duly authorized under state and/or local law; and (3) that COTTONWOOD shall in each case be held harmless and indemnified from any and all costs, losses, damages, suits and claims of any kind or nature whatsoever arising out of COTTONWOOD'S dispatch of a towing carrier to provide towing and/or impoundment services within CLARKDALE'S corporate limits.
4. Compensation. CLARKDALE will pay COTTONWOOD for such dispatching services, the sum of \$36,974.75 per quarter, payable in advance on the last day of each preceding quarter.
5. Indemnity. CLARKDALE will hold COTTONWOOD harmless from any and all claims for damages made by third parties arising from or relating to the dispatching services contemplated herein and will indemnify COTTONWOOD against any damages that may be paid or ordered paid to third parties, together with costs of the defense, including reasonable attorney's fees. Those claims solely arising out of the errors and omissions of COTTONWOOD are exempted from the provisions of this paragraph.
6. Communications Committee. It is hereby agreed by both COTTONWOOD and CLARKDALE that a Communications Committee shall be formed with representatives from each of the agencies being dispatched by COTTONWOOD. This purpose of the Committee will be 1) to discuss and resolve concerns regarding dispatch services, 2) to discuss system issues and improvements and, 3) to review and make recommendations on the formula to be used to determine fees for dispatching services. The Committee will meet on a quarterly basis, and minutes will be kept and distributed to the Committee members. Committee membership shall appoint two permanent members to serve on the Communications Committee, one administrative representative

and one patrol officer. In addition to representation on the Communications Committee, it is understood by both COTTONWOOD and CLARKDALE that CLARKDALE may bring communications concerns to the attention of COTTONWOOD, either through the committee meeting agendas or directly to the Communications Director, Police Chief and/or City Manager of COTTONWOOD.

7. Duration. This Agreement shall be for a period of one (1) year, commencing on July 1, 2012 and expiring on June 30, 2013.
8. Records. COTTONWOOD will provide CLARKDALE a monthly report on calls for service and other figures used in computing charges for future dispatching services by COTTONWOOD.
9. Repairs. COTTONWOOD will be responsible for repairs to the system, which will be addressed in a timely manner.
10. Termination. This Agreement may be terminated by either party, with or without cause, upon ninety (90) days written notice to the other party. If CLARKDALE terminates for cause it shall be entitled to a proportionate refund of its most recent quarterly payment.
11. Cancellation for Conflict of Interest

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

IN WITNESS WHEREOF, this Agreement is executed on the date and year below written. It shall be effective as provided in Paragraph 6.

CITY OF COTTONWOOD:

Diane Joens, Mayor

ATTEST:

Marianne Jiménez, City Clerk

The forgoing Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona to the City of Cottonwood.

Steve Horton, Esq.
City Attorney

TOWN OF CLARKDALE:

Douglas Von Gausig, Mayor

ATTEST:

Kathy Bainbridge, Town Clerk

The foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona to the Town of Clarkdale.

Robert S. Pecharich, Town Attorney

RESOLUTION NUMBER 2656

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF CLARKDALE, ARIZONA, FOR POLICE DISPATCHING.

WHEREAS, the City Council of the City of Cottonwood has determined it to be in the best interests of the citizens of Cottonwood and Clarkdale to cooperate in providing police dispatching services; and

WHEREAS, the City of Cottonwood has the facilities and manpower necessary to provide such services; and

WHEREAS, the Town of Clarkdale wishes to utilize said facilities and manpower; and

WHEREAS, both parties are authorized to enter into this agreement pursuant to A.R.S. § 9-240(B)(12) and (23).

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

THAT, the Intergovernmental Agreement between the City of Cottonwood and the Town of Clarkdale to provide police dispatching is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 21ST DAY OF AUGUST 2012.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date: August 21, 2012

Subject: Resolution Number 2657--Approving an Intergovernmental Agreement with the Town of Jerome for Police Dispatching Services.

Department: Police

From: Police Chief Jody Fanning

REQUESTED ACTION

Request approval of Resolution Number 2657, which approves an Intergovernmental Agreement with the Town of Jerome for Police Dispatching Services from July 1, 2012 to June 30, 2013.

SUGGESTED MOTION

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

"I move to approve Resolution Number 2657, which approves an Intergovernmental Agreement with the Town of Jerome for police dispatching services."

BACKGROUND

This agreement is renewed on an annual basis and has been approved by Council each year. The only change on the attached agreement is a slight increase in funds paid by the Town of Jerome.

JUSTIFICATION/BENEFITS/ISSUES

This agreement allows the City of Cottonwood to provide centralized and uniform dispatch service for police units on a twenty-four (24) hours basis in the areas of Cottonwood and Jerome.

COST/FUNDING SOURCE

ATTACHMENTS:

Name:	Description:	Type:
 res2657.doc	Resolution Number	Cover Memo
 Dispatching IGA with Jerome.docx	IGA with Jerome	Cover Memo

RESOLUTION NUMBER 2657

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF JEROME, ARIZONA, FOR POLICE DISPATCHING.

WHEREAS, the City Council of the City of Cottonwood has determined it to be in the best interests of the citizens of Cottonwood and Jerome to cooperate in providing police dispatching services; and

WHEREAS, the City of Cottonwood has the facilities and manpower necessary to provide such services; and

WHEREAS, the Town of Jerome wishes to utilize said facilities and manpower; and

WHEREAS, both parties are authorized to enter into this agreement pursuant to A.R.S. § 9-240(B)(12) and (23.)

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

THAT, the Intergovernmental Agreement between the City of Cottonwood and the Town of Jerome to provide police dispatching is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 21ST DAY OF AUGUST 2012.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

**INTERGOVERNMENTAL AGREEMENT
FOR
POLICE DISPATCHING**

This Agreement, made by and between the CITY OF COTTONWOOD, ARIZONA, a municipal corporation, hereinafter called "COTTONWOOD," and the TOWN OF JEROME, ARIZONA, hereinafter called "JEROME."

WITNESSETH

WHEREAS, both parties are authorized to enter into this agreement pursuant to A.R.S. § 9-240(B)(12) and (23) and both parties are authorized to enter into Intergovernmental Agreements in general pursuant to A.R.S. § 11-951 through § 11-954; and

WHEREAS, it would be in the best interests of COTTONWOOD and JEROME to consolidate emergency dispatching systems in their adjoining areas for economical operation and better response time; and

WHEREAS, COTTONWOOD has facilities and equipment for providing said emergency dispatching services.

NOW THEREFORE, the parties mutually agree as follows:

1. Purpose. This Agreement is made to provide centralized and uniform dispatching of police units on a twenty-four (24) hour basis in the areas of COTTONWOOD and JEROME.
2. Service. COTTONWOOD agrees to relay or use its best efforts in attempting to relay messages received by the dispatch center of the Police Department of COTTONWOOD to personnel of JEROME authorized to receive such messages. Messages shall be transmitted by radio-telephone first, and then by telephone or any other reasonable and appropriate method on a twenty-four (24) hour basis. COTTONWOOD shall not be under a duty to send its employees or equipment to JEROME in response to any message received (excluding mutual aid required by state law.) JEROME shall at all times maintain a list at the COTTONWOOD dispatcher's office of JEROME personnel authorized to receive messages, their telephone numbers, and any preference as to order of calls.

3. Dispatch of Towing Carriers. In addition to using its best efforts to relay messages to personnel of JEROME as provided in Paragraph 2 above, COTTONWOOD will also dispatch towing carriers on its towing rotation list to remove vehicles from accident scenes, no-parking zones, and posted private property upon a proper request by personnel from JEROME. COTTONWOOD assumes no responsibility or liability for the negligent or intentional acts and/or omissions of any towing carrier so dispatched, and by its execution of this agreement, JEROME specifically warrants: (1) that its personnel are and will in each case be authorized to request towing services; (2) that all requests for vehicle removals and impoundments are and shall be duly authorized under state and/or local law; and (3) that COTTONWOOD shall in each case be held harmless and indemnified as set forth in Section 5 below.
4. Compensation. JEROME will pay COTTONWOOD for such dispatching services, the sum of \$7,761.25 per quarter, payable in advance on the last day of each preceding quarter.
5. Indemnity. Each of the parties will hold the other harmless from any and all claims for damages made by third parties arising from or relating to the negligent actions or omissions of the indemnifying party, and the indemnifying party shall indemnify the other party against any damages that may be paid or ordered paid to third parties, together with costs of the defense, including reasonable attorney's fees arising therefrom.
6. Communications Committee Representation. It is hereby agreed by both COTTONWOOD and JEROME that JEROME shall have a representative on the Communications Committee to represent police department concerns regarding dispatch services. It is further understood by both parties that JEROME will appoint a permanent member to serve on the Communications Committee, plus an alternate. In addition to representation on the Communications Committee, it is understood by both COTTONWOOD and JEROME that JEROME'S representative or alternate may bring communications concerns to the attention of COTTONWOOD, either through the committee meeting agendas or directly to the Communications Director, Police Chief and/or City Manager of COTTONWOOD.
7. Duration. This Agreement shall be for a period of one (1) year, commencing on July 1, 2012, and expiring on June 30, 2013.
8. Termination. This agreement may be terminated by either party, with or without cause, upon ninety (90) days written notice to the other party. If

JEROME terminates for cause it shall be entitled to a proportionate refund of its most recent quarterly payment.

9. Cancellation for Conflict of Interest

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

CITY OF COTTONWOOD:

Diane Joens, Mayor

ATTEST:

Marianne Jiménez, City Clerk

The foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona to the City of Cottonwood.

Steve Horton, Esq., City Attorney

TOWN OF JEROME:

Nikki Check, Mayor

ATTEST:

Candace Gallagher, Town Manager/Clerk

The foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona to the Town of Jerome.

Bill Sims
Town Attorney

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



 [Print](#)

Meeting Date:	August 21, 2012
Subject:	Request from Sharon Bushnell to Keep Bees at her Residence Located at 631 South 7th Place.
Department:	City Clerk
From:	Marianne Jimenez, City Clerk

REQUESTED ACTION

Council consideration of a request from Sharon Bushnell to keep bees in the backyard of her residence located at 631 South 7th Place.

SUGGESTED MOTION

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

"I move to approve authorizing the Mayor to sign a letter granting Sharon Bushnell permission to keep bees in the backyard of her residence located at 631 South 7th Place."

BACKGROUND

Chapter 6.16 Bees, of the Municipal Code requires the written permission of the Council to keep or care for bees or maintain any stands or hives of bees within the corporate limits of the city.

Sharon Busnell has submitted a request for permission to keep bees in the backyard of her residence located at 631 South 7th Place.

A previous request to keep bees in the Vista Grande subdivision was approved by the Council on May 18, 2010.

JUSTIFICATION/BENEFITS/ISSUES

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:

Description:

Type:

 [8-21-](#)

[12_Bushnell_Bee_Hive_Request.pdf](#)

Letter from Sharon Bushnell

Cover Memo

Submitting a request letter to
the, City Council 827 MAIN ST,
My Name is Shawn
Burshnell, I would
like to place, A Honey
Bee hive, on my property.
631 S. 7th PLACE Cottonwood
ARIZONA, 86326.

P.S. I'll be able to place
hive, After Feb 1st 2012

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	August 21, 2012
Subject:	Resolution Number 2658 -- Approving a Service Agreement with the Northern Arizona Council of Governments for the Use of Community Service Block Grant Funds & Social Service Block Grant Funds for the Cottonwood Area Transit System.
Department:	Community Services
From:	Bruce Morrow, Transportation Manager Richard Faust, Community Services General Manager

REQUESTED ACTION

Approval of a Service Agreement with the Northern Arizona Council of Governments (NACOG) for Cottonwood's management and operation of the Cottonwood Area Transit (CAT) and Verde Lynx systems involving a "Low Income Block Grant" opportunity thereby funding all costs and reimbursement authorization from July 1, through June 30, 2013 of the program.

SUGGESTED MOTION

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

"I move to approve Resolution Number 2658, approving a Service Agreement with the Northern Arizona Council of Governments for the use of Community Service Block Grant and Social Services Block Grant funds for use with the Cottonwood Area Transit & Verde Lynx Transit systems from July 1st through June 30th, 2013

BACKGROUND

As part of the re-integration of the Cottonwood Area Transit (CAT) system and the inclusion of the Verde Lynx Transit system as requested by the City of Sedona in January 2012, both communities dissolved IGA's with the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) also in January 2012. This placed the two (2) transit systems back into the City's management structure by the impending date of July 1, 2012. This subsequent action required that the City of Cottonwood take on all operations regarding the transition of both systems including all personnel, facilities and capital beginning on the date of July 1st, 2012. This integration process has also been cause for the City of Cottonwood to carefully scrutinize all grant opportunities with particular emphasis and regard to liability issues for the local community along with burdensome operational needs or mandates

that come with grants involving voucher systems and sub-contractor operations.

After reviewing the NACOG Community Block Grant program and agreement contents, staff feels confident that this is a community justifiable program of good intent and ability to assist local disadvantaged populations within our system of operations of both the Cottonwood Area Transit and Verde Lynx Transit systems. Documentation pertaining to elements of the contract agreement is for Cottonwood to provide necessary Certificates of Insurance and Workers Compensation with specified limits of normal capacities and of mutual interest, along with the need for staff to produce monthly statements for ridership and expenditure reporting back to NACOG for proper reimbursements of funding. Monthly expenses for this Block Grant program will be reimbursed back to the City on an actual cost of expense basis. Monthly Transportation reports shall include at minimum, the number of clients served, number of one-way trips (e.g. from client's home to client's work), total number of miles driven to transport clients, and results of any client satisfaction research.

JUSTIFICATION/BENEFITS/ISSUES

Cottonwood has all of the necessary management and line personnel and other resources to operate both CAT and the Verde Lynx systems efficiently and effectively, including the ability and authority to seek state, federal and other outside funds on the "regions" behalf both now and in the future. By entering into the agreement document with the Northern Arizona Council of Governments (NACOG), Cottonwood will be able to offer eligible individuals of all ages and abilities in order to access transportation services or obtain medical care or employment (e.g., medical appointments, employment-related training, job interviews and other services related to needs for transportation/transit services over the next 9 months.

COST/FUNDING SOURCE

Under the agreement, NACOG will receive reimbursement requests directly from Cottonwood regarding full costs of operations on a monthly basis and submit funding directly back to the City of Cottonwood. This IGA would be for a 12 month program from July 1, 2012 through June 30, 2013. The "Negotiate Service Agreement" as stated, provides Cottonwood with a "Community Service Block Grant (CSBG) amount of \$3,000.00 for bus vouchers and a "Social Services Block Grant (SSBG) amount of \$18,206.00 for a grand total of \$21,206.00 (all on a reimbursable basis).

ATTACHMENTS:

Name:	Description:	Type:
res_2658.doc	RESOLUTION NUMBER	Cover Memo
2013CATNegServAgreemt.PDF	Low Income Block Grant	Backup Material
Contract Provisions mailmerge - 2013CATS.doc	Contract Provisions	Backup Material
SPECIAL PROVISIONS - NAIPTA - CATS.docx	Special Provisions terms	Backup Material

RESOLUTION NUMBER 2658

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPROVING A SERVICE AGREEMENT WITH THE NORTHERN ARIZONA COUNCIL OF GOVERNMENTS FOR THE USE OF COMMUNITY SERVICE BLOCK GRANT FUNDS AND SOCIAL SERVICES BLOCK GRANT FUNDS FOR THE COTTONWOOD AREA TRANSIT AND VERDE LYNX SYSTEMS.

WHEREAS, pursuant to A.R.S. § 11-952 the parties have the authority to enter into this agreement for services; and

WHEREAS, the City of Cottonwood operates and manages the Cottonwood Area Transit and Verde Lynx systems and provides services to low income clients; and

WHEREAS, the Northern Arizona Council of Governments, through the Community Services Block Grant program, is able to provide up to \$3,000.00 for fares for low income clients to utilize the Cottonwood Area Transit and Verde Lynx systems; and

WHEREAS, the Northern Arizona Council of Governments, through the Social Services Block Grant program, is able to provide up to \$18,206.00 for administrative costs for the Cottonwood Area Transit and Verde Lynx systems.

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

THAT, the Negotiated Service Agreement Contract Number YAV2-12-2013, with the Northern Arizona Council of Governments for the period of July 1, 2012, through June 30, 2013, is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, THIS 21ST DAY OF AUGUST 2012.

Diane Joens, Mayor

RESOLUTION NUMBER 2658
Page 2

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steve Horton, Esq.
City Attorney

CONTRACT PROVISIONS

TERM OF CONTRACT

The term of this Contract shall be from July 1, 2012 through June 30, 2013.

PAYMENT AMOUNT, TERMS AND CONDITIONS

In consideration of the Cottonwood Area Transit/Verde Lynx satisfactory completion of all work and services required to be performed under the terms of this Contract, and in compliance with the Contract requirements herein stated, NACOG shall pay the Cottonwood Area Transit/Verde Lynx, \$21,206.00 which shall be expended in accordance with the Negotiated Service Agreement.

TERMINATION OF CONTRACT

- A. If, with cause, the Cottonwood Area Transit/Verde Lynx shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Cottonwood Area Transit/Verde Lynx shall violate any of the covenants, agreements, or stipulations of this Contract, NACOG shall thereupon have the right to terminate this Contract by giving written notice to the Cottonwood Area Transit/Verde Lynx of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, photographs and reports prepared by the Cottonwood Area Transit/Verde Lynx under this Contract shall, at the option of the NACOG, become its property and the Cottonwood Area Transit/Verde Lynx shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- B. Notwithstanding the above, the Cottonwood Area Transit/Verde Lynx shall not be relieved of liability to the NACOG for damages sustained by NACOG by virtue of any breach of the Contract by the Cottonwood Area Transit/Verde Lynx, and NACOG may withhold any payments to the Cottonwood Area Transit/Verde Lynx for the purpose of set-off until such time as the exact amount of damages due NACOG from the Cottonwood Area Transit/Verde Lynx is determined.
- C. NACOG may terminate this Contract at any time without cause by giving at least thirty (30) days notice in writing to the Cottonwood Area Transit/Verde Lynx. If the Contract is terminated by NACOG as provided herein, the Cottonwood Area Transit/Verde Lynx will be paid for the time provided and expenses incurred up to the termination date.
- D. The contract may be terminated per ARS 38-511, Conflict of Interest.

RENEWABLE CONTRACT

Contractors may apply for funding each year within the block grant cycle by submitting an annual budget by February prior to the contract renewal in July.

BUDGET REDUCTION

NACOG may reduce or terminate this Contract without further recourse, obligation of penalty in the event that insufficient amounts are appropriated by the State or Federal government for the purposes of this Contract, or in the event that appropriated amounts are reduced or eliminated by the state or federal government during the term of this Contract.

COMPLIANCE WITH LAWS, RULES, OR REGULATIONS

The Cottonwood Area Transit/Verde Lynx shall comply with all applicable laws, ordinances, codes of the Federal, State and local governments, and the Cottonwood Area Transit/Verde Lynx shall hold NACOG harmless from any tort done in performing any of the work embraced by this Contract.

ASSIGNMENT AND SUBCONTRACTS

The Cottonwood Area Transit/Verde Lynx shall not assign any interest on this Contract, and shall not transfer any interest in the same without prior written consent of NACOG.

All subcontracts will incorporate the laws, rules and regulations governing this contract. The Cottonwood Area Transit/Verde Lynx shall bear full responsibility for performance under all approved subcontracts, shall forward copies of such to NACOG and shall retain copies on file.

INDEMNIFICATION

Cottonwood Area Transit/Verde Lynx agrees to hold harmless NACOG and its departments, agencies, boards and commission and all officers, agents, and employees thereof (hereinafter "indemnities"), each severally and separately, against any and all liabilities, demands, claims, damages, losses, costs and expense of whatsoever kind or nature including, without limitations, any and all direct and indirect costs of sickness or disease, including death, to persons, injury to or destruction of property including without limitation, the loss of use of property or any other cause of action whatsoever arising out of, or resulting from, or which would not have occurred or existed but for this Contract.

INSURANCE

Prior to execution of this Contract, Cottonwood Area Transit/Verde Lynx shall furnish NACOG a Certificate of Insurance and Workers' Compensation. Cottonwood Area Transit/Verde Lynx shall maintain at all times during the term of this Contract, two million dollars of comprehensive general liability and property insurance and one million dollars automobile liability and property damage insurance naming NACOG as an additional insured. Cottonwood Area Transit/Verde Lynx shall maintain at all times during the term of this Contract, \$500,000 Employers Liability for each Accident, and \$500,000 for disease per employee with a one million dollar policy limit. The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. NACOG reserves the right to continue payments of premium for which reimbursement with interest at the prime rate will be deducted from amounts due of subsequently due Cottonwood Area Transit/Verde Lynx.

NONDISCRIMINATION

See Civil Rights List.

CONFIDENTIALITY

Cottonwood Area Transit/Verde Lynx shall observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure information, including, but not limited to, information concerning applicants for and recipients of contract services.

GRIEVANCE

Cottonwood Area Transit/Verde Lynx shall advise all applicants for and recipients of contract services of their right at any time and for any reason, to present NACOG any grievances arising from the delivery of contract services, including but not limited to ineligibility determination, service reduction, suspension or termination, or quality of service.

See NACOG Grievance Procedure

DRUG FREE WORKPLACE

The Sub-Contractor shall ensure a drug free work environment for all employees.

SMOKE FREE FACILITIES

The Sub-Contractor agrees that it will comply with the requirements of Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor activity owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18 if the services are funded by a Federal grant, contract, loan or loan guarantee.

COMPETITIVE BIDDING

Cottonwood Area Transit/Verde Lynx shall procure all supplies and equipment at the lowest practicable cost, and shall purchase all non-expendable items, having a useful life of more than one year and an acquisition cost of more than \$1000, through general accepted and reasonable competitive bidding processes.

AUDITING, MONITORING AND REVIEWS

NACOG, or AZDES and their representatives, shall at any time during the term of this contract be entitled to monitor and review and evaluate the Contractor's facilities, its program operations and its program records.

Monitoring and Auditing will be performed at least once annually. Reviews will be conducted during site visits annually.

CONTRACT SERVICES

This service provides or assists in obtaining various types of transportation for specific needs. This service may include various types of transportation for employment, medical, training, or other supportive services with the exception of ambulance services. Service to assist eligible individuals and households with mobility needs for various purposes such as employment, medical and/or training reasons when they do not have any other means of transportation is also included. Services may be provided using contractor-operated vehicles and/or through vouchers for public transit.

The goal of this service is to provide or arrange for transportation for eligible individuals of all ages and abilities in order to access services or obtain medical care, or employment, (e.g., medical appointments, employment-related training, interviews). Case managers typically assist clients to access transportation to help increase or maintain client self-sufficiency.

Services in Yavapai County are for adults and families traveling to employment or medical appointments.

ACCESS TO RECORDS AND RECORDS RETENTION

- A. Cottonwood Area Transit/Verde Lynx shall maintain accounts and records, including personnel, property and fiscal records adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by NACOG assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be retained in accordance with required Federal and State guidelines. (5 years minimum)
- B. Legible copies of any and all records maintained by the CONTRACTOR shall be made available, upon written request and for specified purpose, to NACOG, and any other body authorized in writing by NACOG.

IDENTIFICATION OF FUNDING AND COPYRIGHTS

Cottonwood Area Transit/Verde Lynx will not represent themselves or advertise their services as NACOG. Cottonwood Area Transit/Verde Lynx will represent themselves as a contractor providing NACOG services. All advertisements, publications, signage and printed materials which are produced by Cottonwood Area Transit/Verde Lynx and refer to contract services shall state that such services are funded under Contract with NACOG and where federal funds are involved, state by reference the specific funding source.

Cottonwood Area Transit/Verde Lynx shall not copyright any materials or products developed through contract services or contract expenditures without prior written approval of NACOG. Upon approval, NACOG shall have a non-exclusive irrevocable license to reproduce, publish or other wise use or authorize the use of any copyrighted material.

CONFLICT OF INTEREST

The Cottonwood Area Transit/Verde Lynx covenants that it has no pecuniary interest, and shall not acquire any pecuniary interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Northern Arizona Intergovernmental Public Transit Authority further covenants that in the performance of this Contract, no person having such interest shall be employed.

OFFICIAL NOT TO BENEFIT

No member of, or delegates to, the Congress of the United States of America, and no member of the governing body and no other public official, shall be admitted to any share or part hereof, direct or indirect, or to any pecuniary benefits to arise here from.

NOTICES

All notices to NACOG will be sent to Program Manager, NACOG Community Services, 119 E. Aspen Avenue, Flagstaff, AZ 86001. All notices to Contractors will be sent to the Directors as listed on the facility location chart.

ANTI-LOBBYING - CERTIFICATIONS FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

The undersigned certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding or any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards at all ties (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SPECIAL PROVISIONS

1. WORK STATEMENT

The goal of this service is to provide or arrange for transportation for eligible individuals of all ages and abilities in order to access services or obtain medical care, or employment, (e.g., medical appointments, employment-related training, interviews).

2. PAYMENT

Costs incurred during the course of this Contract will be reimbursed when NACOG receives all monthly and quarterly CSBG demographic report. Delinquent reports shall result in forfeiture or delay in payment for that month until the following month and/or until monthly reports are submitted. Final payments may be withheld until all final reports are submitted and approved by NACOG.

3. REPORTS

- A. Monthly Transportation Report to include at a minimum: the number of clients served, the number of one-way trips (e.g. from client's home to client's work), total number of miles driven to transport clients, and results of any client satisfaction research shall be received by the tenth (10th) day of each month for the actual allowable and prudent expenses of the previous month; in the format approved by NACOG. Program Report formats may change per instructions from NACOG and the Arizona Department of Economic Security. Sub-contractors must notify NACOG if reports will not be received by the 10th of the month. Submit originals only, no faxing.
- B. Quarterly CSBG Reports shall be received by the tenth (10th) day of the month following the end of a quarter.
- C. A final report (Annual Report) evaluating operations of the program and noting successes and failures and relating performance goals and objectives shall be submitted within thirty days of the Contract's termination or June 30th, which ever comes first.

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	August 21, 2012
Subject:	Recreation Center - Amendment to the Design/Build Contract for a Solar Thermal System
Department:	Development Services
From:	Development Services Scott Mangarpan, Project Manager

REQUESTED ACTION

Consider approval of Amendment Two to the Design/Build contract with Emcor Services Arizona in the amount of \$417,600.00 for the purchase and installation of the solar thermal system for the Recreation Center.

SUGGESTED MOTION

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

"I move to approve Amendment Two to the Design/Build contract with Emcor Services Arizona in the amount of \$417,600.00 for the purchase and installation of the solar thermal system for the Recreation Center."

BACKGROUND

At the February 21, 2012 City Council meeting Council approved a design and preconstruction services contract with Emcor Services Arizona for the first phase of a Design/Build contract to provide a solar thermal system at the Cottonwood Recreation Center.

Subsequent to that meeting the design team has investigated several types of solar thermal systems that might be appropriate for the Recreation Center and outdoor pool. Based on the demand at each of the facilities and the costs of the systems the design team is recommending we proceed with a flat panel system consisting of 96 flat panels mounted on the roof of the Recreation Center. This system will provide heat to the indoor pool, the spa and the domestic hot water system (showers and sinks). This system will not be providing hot water to the outdoor pool. Due to the costs involved in providing a separate system at the outdoor pool and the much shorter heating season at the outdoor pool, it was determined that it would be more economical to provide a slightly larger system at the Recreation Center and no system at the outdoor pool.

JUSTIFICATION/BENEFITS/ISSUES

The solar thermal system is expected to produce 460,000Kwh of energy per year, or the equivalent of \$23,500.00 worth of natural gas per year. Forecasting a project payback is difficult as you would assume some value for the amount of inflation in energy costs, something even the energy experts can't agree on. If you use an estimated energy inflation rate of 2 percent this system will "break even" in 16.5 years. Using an estimated energy inflation rate of 4 percent this system will "break even" in 14.5 years and using an estimated energy inflation rate of 6 percent this system will "break even" in 13.0 years. Once this break even point is reached the solar thermal system will provide nearly zero cost energy for the rest of its expected 25 year life cycle.

COST/FUNDING SOURCE

Both the design and preconstruction services costs of \$32,000 and the system construction costs of \$417,600 will be funded with interest earned from GADA revenues. The available revenues in that account are approximately \$598,000.

ATTACHMENTS:

Name:	Description:	Type:
Amendment 2_GMP.pdf	Amandment NO. 2 - GMP	Backup Material
Cost_proposal_letter.pdf	Emcor Cost Proposal Letter	Backup Material
Formal_Proposal_7_3_2012.pdf	Emcor Formal Proposal	Backup Material
Drainback_System_Description.pdf	Emcor System Description	Backup Material
1150001619_SP101.pdf	System Layout Roof Plan	Backup Material
1150001619_SP102.pdf	System One Line Diagram	Backup Material
12604- S3-1.pdf	System Structural Layout	Backup Material

AMENDMENT NO. 2

DATED _____ **TBD** _____,

TO DESIGN/BUILD AGREEMENT BETWEEN CITY & CONTRACTOR

Pursuant to Paragraph 3.2 of the Agreement dated February 29, 2012 between the City, City of Cottonwood, and the Contractor, EMCOR Services Arizona, for the Project as previously described in the agreement and amendments, the City and the Contractor desire to establish a GMP for the Work. Therefore, the City and the Contractor agree as follows.

ARTICLE 1

GUARANTEED MAXIMUM PRICE:

The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 of the Agreement and the Contractor's Fee as set forth in Paragraph 7.3 is:

Four Hundred and Seventeen Thousand and Six Hundred dollars (\$417,600).

The GMP is for the performance of the Work in accordance with the documents listed below, which are part of the Agreement.

EXHIBIT 1 Request for Qualifications, including Addenda, if any,
Dated August 24, 2011, 83 pages.

EXHIBIT 2 Drawings and specifications, as annotated,
Dated May 9, 2012, pages SP-1, SP-2, Sp-3, S1.0, S3.1, E101, and E102.

EXHIBIT 3 A Guaranteed Maximum Price (GMP) proposal,
Dated July 2, 2012, one page.

EXHIBIT 4 Assumptions and clarifications,
Dated July 3, 2012, 3 pages.

ARTICLE 2

DATE OF SUBSTANTIAL COMPLETION:

The date of Substantial Completion of the Work is: November 30, 2012.

PLEASE NOTE: TIME IS OF THE ESSENCE. SEE SECTION 6.2.2 FOR EXPLANATION OF THE APPLICATION OF LIQUIDATED DAMAGES FOR EACH DAY AFTER THE DATE OF SUBSTANTIAL COMPLETION THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE.

CONTRACTOR: EMCOR Services Arizona

BY: _____ **Date:** _____

PRINT NAME: Mike Diaz

PRINT TITLE: Project Manager

CITY: City of Cottonwood

BY: _____ **Date:** _____

PRINT NAME: Diane Joens

PRINT TITLE: Mayor

City of Cottonwood Community Center Solar Thermal System

July 3, 2012

EMCOR Services Arizona has now completed the solar thermal system design for the Cottonwood Community Recreation Center. We are pleased to submit the documents and attachments that together form an exciting design and priced package, including a financial analysis. This package represents a design at 60% completion. I have conducted detailed design reviews with my partners, Henderson Engineers and Greenfield Dynamics. We have completed the detailed definition of the structural, electrical and mechanical requirements. We propose a system of mounting the collectors on the roof that is simple and elegant. It does not require any disruption to the daily building operations and will minimize any aesthetic concerns. This system layout is included in this package. As Project Manager, I am satisfied that EMCOR will be able to efficiently install a system that will deliver renewable energy for 25 plus years and embodies both simplicity and maintainability. I also wish to reinforce the commitment from EMCOR to ongoing service that remains the core of what our team is focused on.

We thank you for meeting with us to review the package. Your valuable input will enable us to take the design to 100% completion and, under your direction, to commence work on installing this important energy saving system for the City of Cottonwood.

- The design is based on a 96 collector system using the drain back method to protect the system from freezing and overheating.
- It supplies heat to the indoor pool, to the spa, and to the DHW system
- The system will be completed by Emcor, including owner operation and maintenance training, for \$417,600. This does not include the \$32,000 already spent by the City to secure a design.
- This 96 collector system, based on climate data from the National Renewable Energy Laboratory, will provide the City with 460,000 Kwh of energy per annum. Compare this with the estimate of 380,000 Kwh of energy we had assessed during the qualification phase of the project, an increase in energy of 21% per annum.
- The collectors are warranted for 10 years. The remaining equipment is warranted for 5 years.
- Lead time for the collectors is 6-8 weeks. All remaining equipment can be obtained in less than 6 weeks.
- EMCOR will assist the City in applying to APS for a reservation in their solar energy rebate program.

The efficient execution for this project is driven principally by lead times for equipment. A notice to proceed enables us to place an equipment order and prepare 100% project drawings. Roof layout can start within a week, and the support structure could be in place prior the delivery of the solar panels.

Community Center Solar Thermal System

96 collector system that uses 4'x10' glazed and flat plate collectors. The collectors are mounted on the roof at an angle of 20 degrees to the South. These are the heart of what is known as a "drain back" system. This refers to the protection mechanism that allows the fluid in the collectors and piping loop to gravity drain back to the storage tank when the loop pump stops circulating, thus providing freeze and overheat protection. This is technically much simpler than the evacuated tube system, requiring very little maintenance.

	96 Collector Flat Plate
Cost to build including design	\$449,000
Annual energy estimate in kWh	460,000
Displaced cost of gas	\$23,500
Internal Rate of return IRR	10%
Years to break even at energy inflation of 6%	10
Net Present Value at discount rate of 3%	\$388,000

Conclusion

The research that we have performed to date, along with the valuable dialogue we have had with the City, has enabled us to offer a solar thermal system that incorporates a simple design and that delivers a very attractive set of financial returns to the city, despite the fact that key financial incentives such as the Federal 30% Investment Tax Credit and accelerated depreciation are not available to the program. That leaves two key factors to the pay back equation of this system. The first is the "years to break even". This figure is 10 years. The second is Net Present Value which is \$388,000. This means that after covering the total cost in the first ten years, it should offer virtually zero-cost energy for the remainder of its life. This is reflected in the NPV, even allowing for the inflation value of the dollar, the system saves an additional \$388,000 over its lifetime. The system has a projected life cycle of 25 years.

Mike Diaz
 Project Manager, EMCOR Services Arizona



EMCOR Services Arizona
 4125 E. Madison Street
 Phoenix, AZ 85034
 866-889-4262
 Fax 602-267-9091

July 2, 2012
 Quote #: 12-60242

Mr. Scott Mangarpan
 City of Cottonwood
 1490 West Mingus Ave.
 Cottonwood, Arizona 86326

Reference: Cottonwood Community Recreation Center Solar Thermal

EMCOR Services Arizona, is pleased to submit our proposal to install one complete solar thermal drain back hot water system at the Cottonwood Community Recreation Center.

- Provide 100% drawings showing system design and roof top mounting.
- 96 collector system using 4'x10' glazed flat plate collectors
- One complete rooftop structure to support collectors and piping.
- One 400 gallon drain back storage tank.
- One closed solar loop piping system with circulating pump.
- Three primary pumps and heat exchangers to transfer energy to the domestic hot water system, indoor swimming pool, and indoor spa.
- All necessary controls, flow meters, and BTU meter to monitor solar harvest.
- Provide roof modifications, electrical, and pipe insulation.
- Provide owner with operation and maintenance training.

Cost for design and engineering	\$ 32,000
Cost to install 96 panel solar thermal system	\$ 417,600
Annual energy estimate (in kWh)	460,000 kWh
Displaced cost of natural gas	\$ 23,000
Internal Rate of Return (IRR)	10%
Years to break even (at energy inflation of 6%)	10
Net Present Value (at a discount rate of 3%)	\$ 388,000

All work will be performed by qualified, licensed craftsmen in accordance with industry standards. The above collectors carry a manufactures warranty of 10 years. All remaining equipment shall be warranted for 5 years. Installation labor and materials shall be warranted for 2 years. The above referenced price will be held firm for a period of thirty (30) days from the date of this proposal. Tax is not included in this proposal. If you have any questions or require any additional information, please feel free to contact me.

Respectfully submitted,

By: Mike Diaz

By: _____

Project Manager
 EMCOR Services Arizona
 Mike_Diaz@emcorgroup.com
 602-314-3182 Desk
 602-267-9091 Fax

Customer

Accepted Date: _____

Cottonwood Community Recreation Center Solar Thermal Drainback System

EMCOR Service Arizona, with the team of Greenfield Dynamics and Henderson Engineering, proudly propose the design build solution for the solar thermal system to be installed at the Cottonwood Community Recreation Center.

Solar water heating systems are climate and site specific appliances. Different types of solar systems are installed around the world in accordance with regional weather and water quality conditions. System performance varies as a function of the daily building hot water load, including all showers, laundry, kitchen, and swimming pool uses, the average annual ground water and ambient air temperatures, the roof pitch and orientation, and of course, the seasonal intensity of solar energy. These variables determine how much energy and money your system will save on an annual basis.

Your proposed solar thermal system is known as a "forced circulation closed loop drain back" system. The drain back method provides effective overheating and freeze protection, making this system well suited for all climates. This system utilizes a mechanical pump to efficiently circulate water throughout the unpressurized closed solar loop piping. The "drain back" term refers to the protection mechanism used in the system. In drain back systems, the heat exchange fluid, in this case water, in the collector arrays and solar loop piping drains back by gravity into the storage reservoir when the pump stops circulating. Air replaces water in the collector arrays and solar loop piping to prevent it from freezing and overheating when the pump is off.

The key components in the drain back system include the solar collectors, drain back reservoir tank, circulation pump, and heat exchangers that transfer the energy. The solar collectors are the heart of the drain back system. Simply stated, when the sun is shining, heat energy is absorbed by the solar collectors absorber plates and transferred to the water circulating through the solar collector. The system pump efficiently circulates this heated water through the collector piping, tank, and heat exchangers. As the water passes through the heat exchangers, the heat in the fluid is transferred to the domestic water loop, the pool water loop and the spa loop. As this process is repeated during the average sunny day, the temperature in the solar storage tank rises, capturing thermal energy.

The controllers constantly monitor the temperature difference between the hottest and coldest points in the system and will automatically turn the circulating pump on and off as appropriate throughout the day. Depending upon the demand, time of year, and the weather, the circulating pump may either run intermittently throughout the day or constantly for hours at a time. The water in the collectors and the solar loop automatically drains back into the reservoir tank each time the circulating pump turns off. Gravity drains the piping and provides freeze and overheat protection. The system also can be manually drained in order to protect the integrity of the collectors and the solar loop piping if it is exposed to extended periods of disuse or persistent hard freeze conditions.

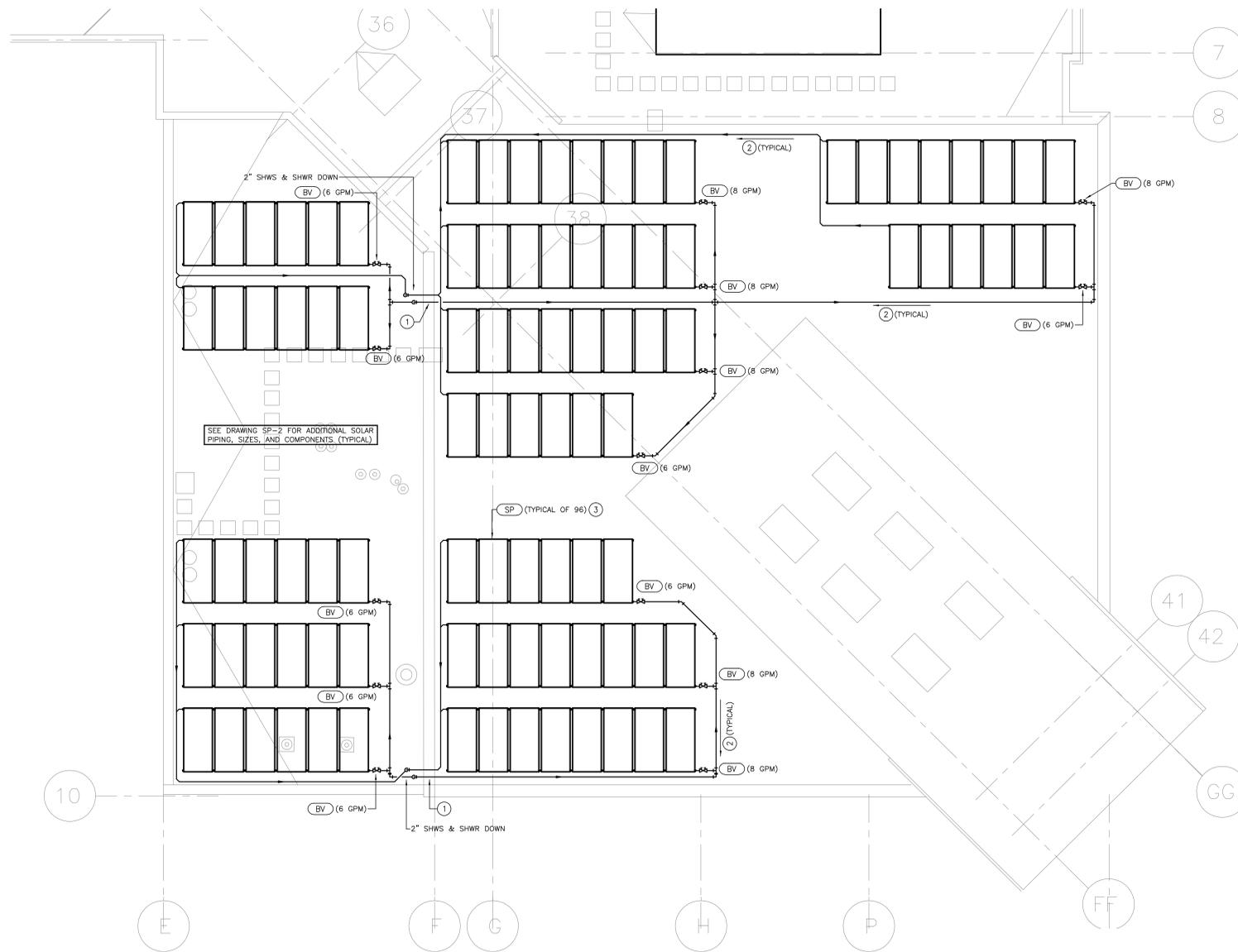
This solar thermal drain back system is expected to provide a work life of 25 years.

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PRELIMINARY SUBMITTAL. Marcus Sanchez LICENSE # 42439. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

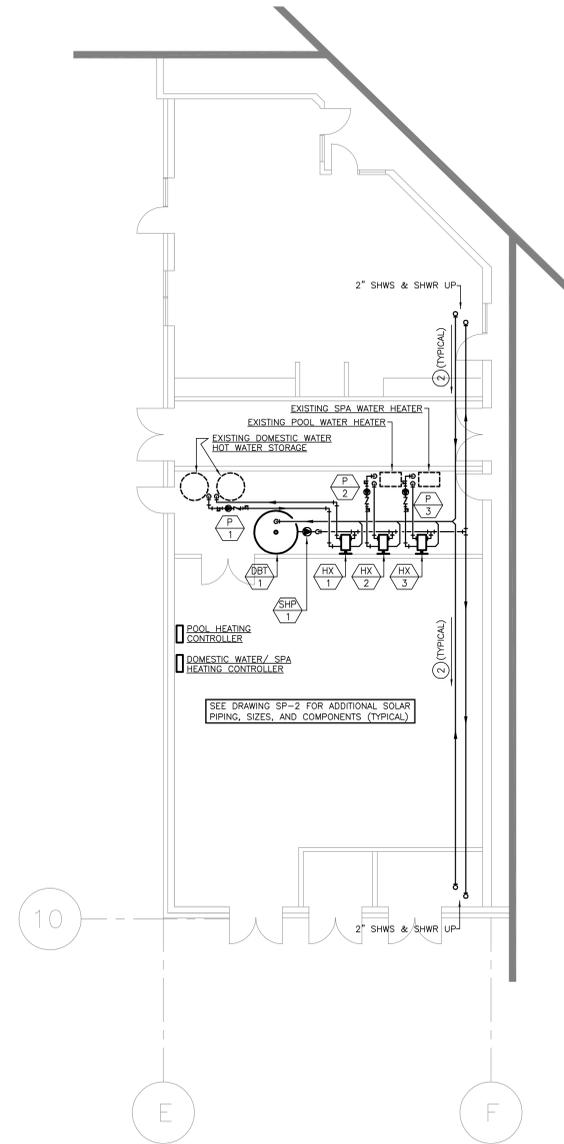
PLUMBING KEYNOTES:

- ① SLEEVE PIPING THROUGH EXISTING PARAPET WALL.
- ② SLOPE PIPING AT 1/8" PER FOOT TOWARDS DRAIN BACK TANK.
- ③ SEE STRUCTURAL DRAWINGS FOR SOLAR PANEL SUPPORT.

REVISIONS
05-09-12 SITE PROGRESS SET



① SOLAR HOT WATER PLAN – RECREATION CENTER ROOF
SCALE: 1/8"=1'-0"



② SOLAR HOT WATER PLAN – RECREATION CENTER MECHANICAL ROOM
SCALE: 1/8"=1'-0"

EMCOR SERVICES
COTTONWOOD RECREATION SOLAR THERMAL
100 SOUTH PAULA STREET
COTTONWOOD, ARIZONA

7330 NORTH LARK STREET, SUITE #110
PHOENIX, AZ 85020
TEL: 602.336.5200 FAX: 602.336.5201
WWW.HEI-ENG.COM
A CORPORATE NUMBER 100704
EXEMPT 6/30/12

HENDERSON ENGINEERS

HEI JOB NO: 1150001619
DATE: 05-09-12
APPROVED BY: MES
CHECKED BY: MES
DESIGNED BY: SIM
DRAWN BY: SDM

SOLAR HOT WATER PLANS

SP-1

REVISIONS	DATE	DESCRIPTION
05-09-12		SUB PROGRESS SET

EMCOR SERVICES
COTTONWOOD RECREATION SOLAR THERMAL
 100 SOUTH PAULA STREET
 COTTONWOOD, ARIZONA

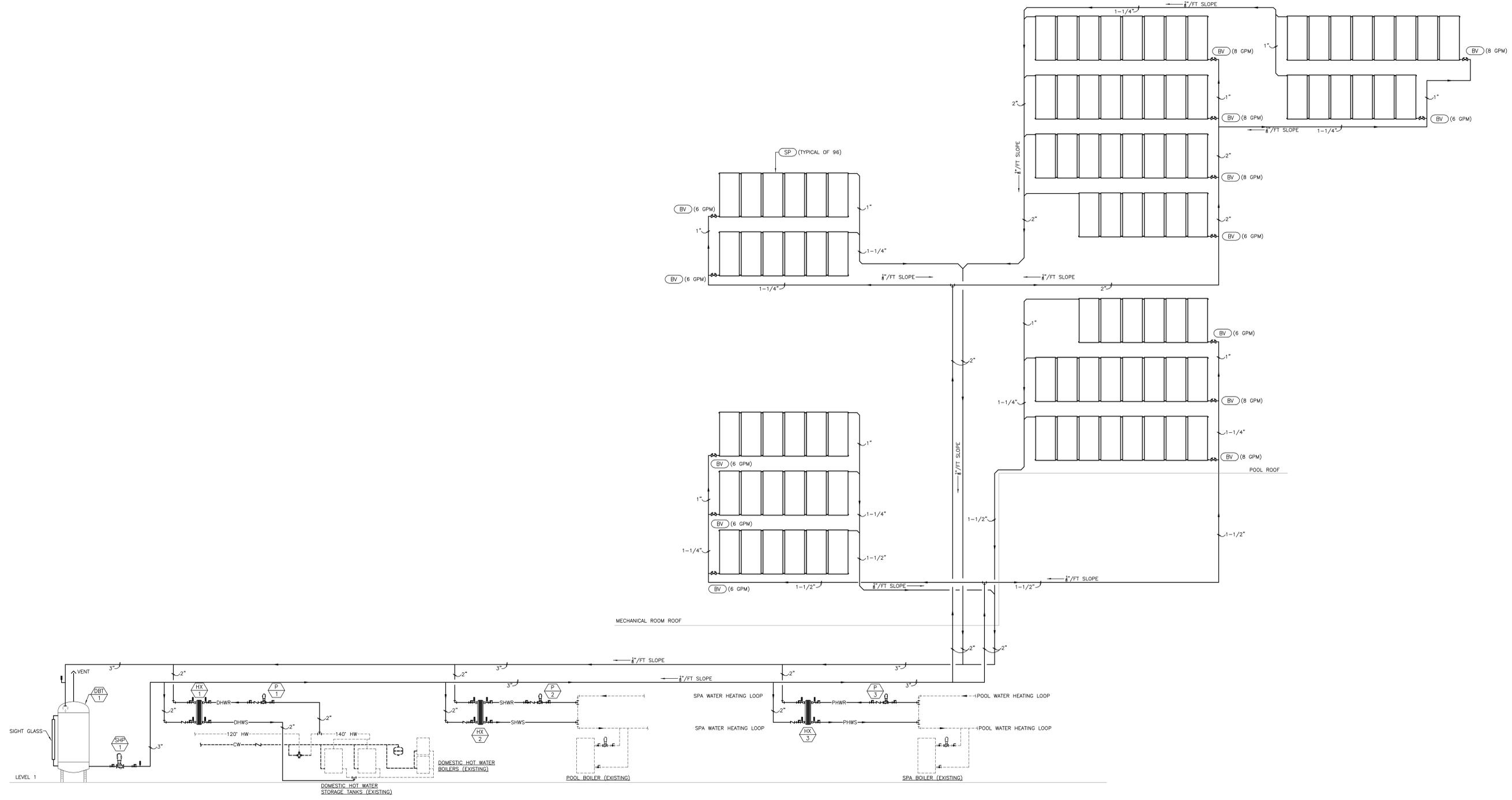
7330 NORTH LARK STREET, SUITE #110
 PHOENIX, AZ 85020
 TEL: 602.336.5500 FAX: 602.336.5201
 WWW.HEI-ENG.COM
 A CORPORATE MEMBER OF
 ENRISYS GROUP



HEI JOB NO: 1150001619
 DATE: 05-09-12
 APPROVED BY: MES
 CHECKED BY: MES
 DESIGNED BY: SIM
 DRAWN BY: SDM

SOLAR PIPING DIAGRAMS

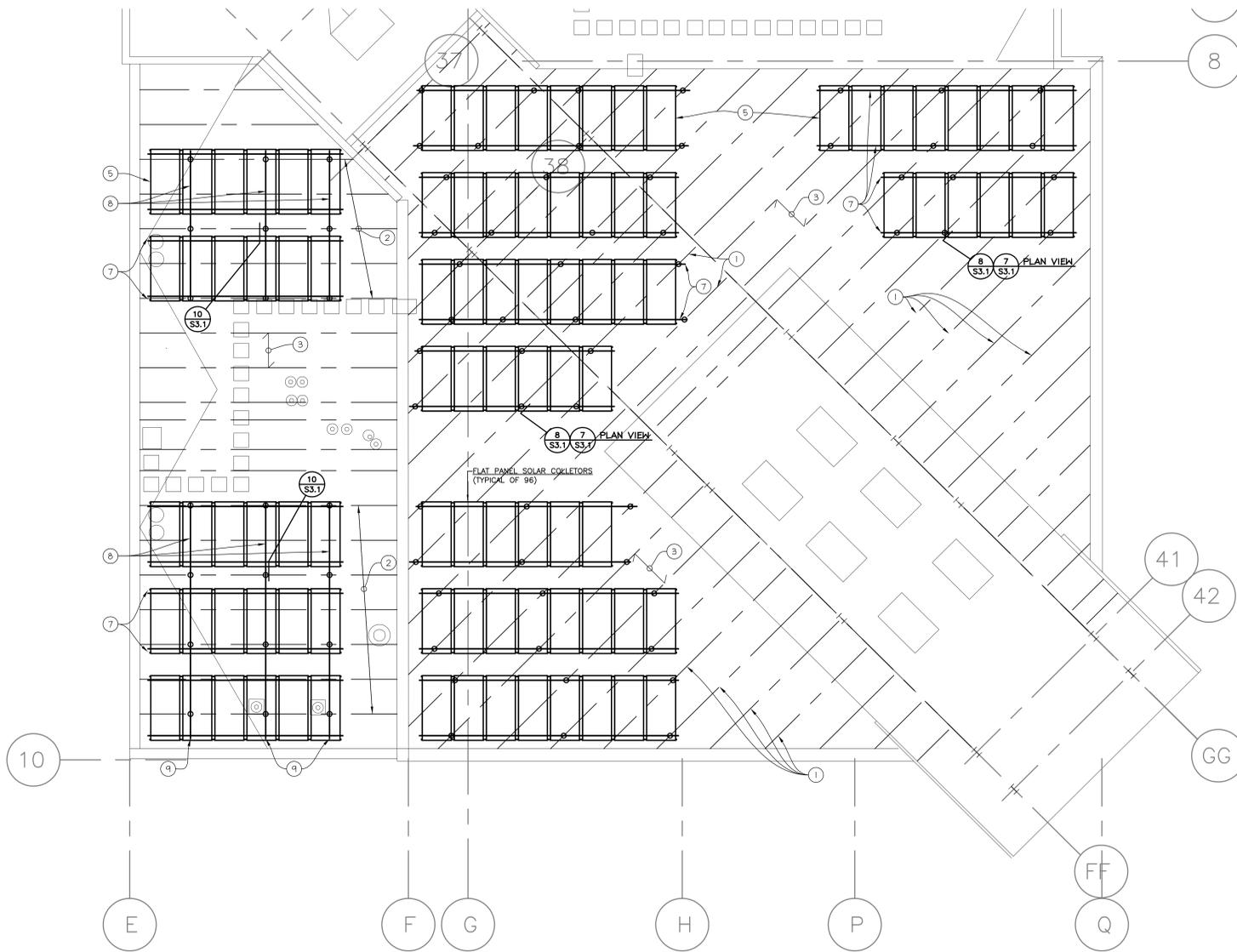
SP-2



1 SOLAR PIPING DIAGRAM - RECREATION CENTER
 SCALE: NONE

KEYNOTES

1. EXIST'G. STEEL BAR JOISTS @ APPROX. 5'-0" O.C.±
2. EXIST'G. W16 BEAMS @ APPROX. 4'-6" O.C.±
3. EXIST'G. 1/2"X10ga. 'B' DECK- TYP.
4. FIELD VERIFY.
5. SOLAR PANELS.
6. 2" DIA. STD. STEEL PIP COL. (79 TOTAL).
7. CONT. H553X33/16 BM. TO RECEIVE SOLAR PANELS- SEE DETAILS.
8. H553X33/16 LON CROSS BEAM.
9. CANTILEVER CROSS-BEAM.



FRAMING PLAN

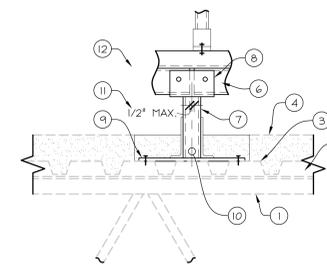
1/8"=1'-0"



7 SOLAR PANEL SUPPORT FRAMES TO EXIST'G. METAL ROOF DECK OVER JOISTS

SCALE: 1 1/2" = 1'-0"

D-1260455-01

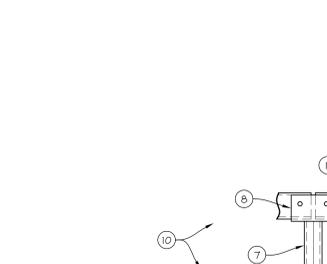


1. EXIST'G. STEEL BAR JOIST @ APPROX. 5'-0" O.C.
2. EXIST'G. 1/2" DEEP X 10ga. STEEL 'B' DECK.
3. EXIST'G. DECK HIGH FLUTE @ 6" O.C.
4. EXIST'G. ROOFING SYSTEM.
5. FIELD VERIFY.
6. H553X33/16- CONT. BETWEEN POSTS W/ CONT. P1000 UNISTRUT W/ 0.145" DIA. HILTI STEEL PINS @ 6" O.C. (PIN WASHERS AS REQ'D.)
7. 2" DIA. (2 3/8" O.D.) STD. STEEL POSTS @ 14'-0"± O.C., MAX.
8. 3" HIGH X 1/2" X 5" LONG BENT PLATE U-SADDLE W/ (2) 1/2" DIA. ALL-THREAD THRUBOLTS @ 3" O.C.
9. 5" X 9ga. X 12" BASE PLATE W/ (4) #12 S.D.S. (SELF-DRILLING SCREWS) CENTERED OVER CENTER HIGH FLUTE & BAR JOIST BELOW, AS SHOWN.
10. CENTERLINE OF POST & U-SADDLE.
11. TO END OF H553X3.
12. SEE DETAIL 7/S3.1 FOR ADD'L. INFO. NOT CALLED OUT.

8 SOLAR PANEL SUPPORT FRAMES TO EXIST'G. METAL ROOF DECK OVER JOISTS

SCALE: 1 1/2" = 1'-0"

D-1260455-02

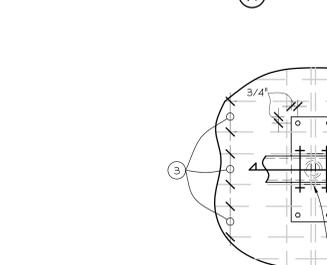


1. EXIST'G. STEEL BAR JOIST @ APPROX. 5'-0" O.C.
2. EXIST'G. 1/2" DEEP X 10ga. STEEL 'B' DECK.
3. EXIST'G. DECK HIGH FLUTE @ 6" O.C.
4. EXIST'G. ROOFING SYSTEM.
5. FIELD VERIFY.
6. H553X33/16- CONT. BETWEEN POSTS W/ CONT. P1000 UNISTRUT W/ 0.145" DIA. HILTI STEEL PINS @ 6" O.C. (PIN WASHERS AS REQ'D.)
7. 2" DIA. (2 3/8" O.D.) STD. STEEL POSTS @ 14'-0"± O.C., MAX. (AT EVERY SECOND BAR JOIST, TYPICALLY).
8. 3" HIGH X 1/2" X 5" LONG BENT PLATE U-SADDLE W/ (2) 1/2" DIA. ALL-THREAD THRUBOLTS @ 3" O.C.
9. 5" X 9ga. X 12" BASE PLATE W/ (4) #12 S.D.S. (SELF-DRILLING SCREWS) CENTERED OVER CENTER HIGH FLUTE & BAR JOIST BELOW, AS SHOWN.
10. SEE DETAILS 7 & 8/S3.1 FOR ADD'L. INFO. NOT CALLED OUT.
11. H553X33/16- CONT. UPPER BM. W/ CONT. P1000 UNISTRUT W/ 0.145" DIA. HILTI STEEL PINS @ 6" O.C. (PIN WASHERS AS REQ'D.)

10 SOLAR PANEL SUPPORT FRAMES TO EXIST'G. METAL ROOF DECK OVER W BEAMS

SCALE: 1 1/2" = 1'-0"

D-1260455-03



1. EXIST'G. W16 STEEL BEAM @ APPROX. 4'-6" O.C.
2. EXIST'G. 1/2" DEEP X 10ga. STEEL 'B' DECK.
3. EXIST'G. DECK HIGH FLUTE @ 6" O.C.
4. EXIST'G. ROOFING SYSTEM.
5. FIELD VERIFY.
6. H553X33/16- CONT. BETWEEN POSTS.
7. 2" DIA. (2 3/8" O.D.) STD. STEEL POSTS.
8. 3" HIGH X 1/2" X 5" LONG BENT PLATE U-SADDLE W/ (2) 1/2" DIA. ALL-THREAD THRUBOLTS @ 3" O.C.
9. 5" X 9ga. X 12" BASE PLATE W/ (4) #12 S.D.S. (SELF-DRILLING SCREWS) CENTERED OVER CENTER HIGH FLUTE & BAR JOIST BELOW, AS SHOWN.
10. SEE DETAILS 7 & 8/S3.1 FOR ADD'L. INFO. NOT CALLED OUT.
11. H553X33/16- CONT. UPPER BM. W/ CONT. P1000 UNISTRUT W/ 0.145" DIA. HILTI STEEL PINS @ 6" O.C. (PIN WASHERS AS REQ'D.)

10 SOLAR PANEL SUPPORT FRAMES TO EXIST'G. METAL ROOF DECK OVER W BEAMS

SCALE: 1 1/2" = 1'-0"

D-1260455-03

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PRELIMINARY SUBMITTAL. BAC-06-13-000000-000000 LICENSE # 89999 IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

REVISIONS	DATE	DESCRIPTION
05-09-12		SUB PROGRESS SET

EMCOR SERVICES
COTTONWOOD RECREATION SOLAR THERMAL
 100 SOUTH PAULA STREET
 COTTONWOOD, ARIZONA

HENDERSON ENGINEERS
 110 NORTH 16TH STREET, SUITE 4110
 PHOENIX, AZ 85020
 BDD: 336.526002, 336.5261
 WWW.HEI-ENG.COM
 LICENSE NUMBER: 104749-D
 EXPIRES: 6/30/12

HEI JOB NO:	1150001619
DATE:	05-09-12
APPROVED BY:	
CHECKED BY:	
DESIGNED BY:	
DRAWN BY:	

S3.1

CLAIMS REPORT OF AUGUST 21, 2012

FUND TOTAL	VENDOR NAME	DESCRIPTION	TOTAL \$0.00
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CLAIMS EXCEPTIONS REPORT OF AUGUST 21, 2012

FUND	VENDOR NAME	DESCRIPTION	TOTAL
All	City of Cottonwood	Payroll 08/17/2012	\$423,334.29
All	APS	Utilities	\$101,558.21
Gen	AZ State Treasurer	Court Fines July 2012	\$18,197.80
Gen	DLT Solutions	AutoCad Civil 3-D	\$6,163.29
Gen	Reese and Sons Tires	Vehicle Maintenance	\$10,590.43
Gen	Suntrust	Lease payment	\$82,880.44
Gen	The Van Wyck Law Firm	Prosecuting atty fees	\$7,000.00
Gen	Total Sound Production	Rhythm and Ribs and TVR	\$8,262.00
All	United Fuel	Fuel	\$15,069.07
Utilities	Envirogen Technologies	Arsenic Maintenance PO 19153	\$34,712.16
Utilities	D&K Farming	Biosolids Disposal PO 19045	\$5,802.68
Utilities	Hydro-Dyne Engineering Inc	Triden Screen PO 19069	\$72,000.00
Utilities	Larry Green Chevrolet	PO 19155 Dodge Truck	\$22,491.91
Utilities Hurff	Pender Engineering	PO 18573 and PO 19030 12th street	\$8,538.50
Utilities	Polydyne Inc	Liquid Polymer	\$5,580.00
Gen	Sedona Fire District	Dispatching July & Aug PO 19154	\$16,918.46
Utilities	Wood Patel & Assoc	Old Town Waterline, Arsenic, Selenium Reduction LS4, Odor Control Deadworks	\$16,733.75
Gen	Yavapai Broadcasting	Christmas Lights Display and Public Relations	\$5,796.00
TOTAL			\$861,628.99