

## A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD AUGUST 7, 2012, AT 4:00 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 A PLAQUE OF APPRECIATION TO THE CITY FROM THE VERDE VALLEY MARINE CORPS LEAGUE FOR THE CITY'S SUPPORT OF THE TOYS FOR TOTS CAMPAIGNS.
- VII. EMPLOYEE QUARTERLY SAFETY AWARD—TOM HALL, BUILDING INSPECTOR.
- VIII. APPROVAL OF MINUTES—Special Meetings of 7/10/12 and 7/17/12, Work Session of 6/28/12, and Regular Meeting of 7/17/12.  
  
*Comments regarding items listed on the agenda are limited to a 5 minute time period per speaker.*
- IX. UNFINISHED BUSINESS—None.
- 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. WINE FESTIVAL LIQUOR LICENSE APPLICATION SUBMITTED BY LISA NEIDEFFER-RHODES, APPLICANT FOR ARIZONA STRONGHOLD VINEYARDS, FOR AN EVENT SCHEDULED FOR AUGUST 25, 2012, AT THE OLD TOWN ACTIVITY PARK.
  2. SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY LISA PENDER,

APPLICANT FOR THE OLD TOWN ASSOCIATION, FOR A BEER GARDEN AT 1042-1044 NORTH MAIN STREET AS PART OF THE THUNDER VALLEY RALLY SCHEDULED FOR SEPTEMBER 14 & 15, 2012.

3. SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY GREGORY LUCKEY, APPLICANT FOR SEDONA PRIDE, FOR AN EVENT SCHEDULED FOR SEPTEMBER 29, 2012, AT THE OLD TOWN ACTIVITY PARK.
  4. SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY CYNTHIA FOX, APPLICANT FOR THE VERDE VALLEY CONCERT ASSOCIATION, FOR AN EVENT SCHEDULED FOR SEPTEMBER 15, 2012, AT COUNTRY BANK LOCATED AT 597 EAST STATE ROUTE 89A.
  5. RESOLUTION NUMBER 2654—APPROVING A SERVICE AGREEMENT WITH MINGUS UNION HIGH SCHOOL DISTRICT #4, FOR THE SERVICES OF A SCHOOL SAFETY OFFICER TO BE PROVIDED BY THE COTTONWOOD POLICE DEPARTMENT.
  6. RESOLUTION NUMBER 2655—APPROVING A SERVICE AGREEMENT WITH THE COTTONWOOD-OAK CREEK SCHOOL DISTRICT, FOR THE SERVICES OF A SCHOOL SAFETY OFFICER TO BE PROVIDED BY THE COTTONWOOD POLICE DEPARTMENT.
- XI. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
1. RIVERFRONT WATER RECLAMATION FACILITY—CANCELLATION OF THE DESIGN-BUILD AGREEMENT WITH PCL CONSTRUCTORS; AUTHORIZING WOOD/PATEL & ASSOCIATES TO CONTINUE DEVELOPING PLANS UNDER THE EXISTING CONTRACT WITH THE CITY FOR UTILITY ENGINEERING SERVICES; AND AUTHORIZING STAFF TO ISSUE A REQUEST FOR QUALIFICATIONS FOR A CONSTRUCTION-MANAGER-AT-RISK TO WORK WITH WOOD/PATEL TO COMPLETE THE DESIGN AND CONSTRUCTION OF THE FACILITY.
  2. RESOLUTION NUMBER 2651—APPOINTING JANIE B. RANDALL AS AN ASSOCIATE CITY MAGISTRATE AND ESTABLISHING HER TERM OF OFFICE.
  3. RESOLUTION NUMBER 2652—APPOINTING ANNA M. KIRTON AS A CIVIL TRAFFIC VIOLATION HEARING OFFICER AND ESTABLISHING HER TERM OF OFFICE.
  4. RESOLUTION NUMBER 2653—DECLARING FOR PURPOSES OF SECTION 1.150-2 OF THE FEDERAL TREASURY REGULATIONS, OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATING TO THE MINGUS AVENUE RECONSTRUCTION AND ROUNDABOUT PROJECT FROM WILLARD STREET TO STATE ROUTE 89A.
  5. SUPPLEMENTAL BENEFIT PROGRAM FOR PUBLIC SAFETY OFFICERS.

6. AWARD OF BID FOR CITY FACILITIES CUSTODIAL/JANITORIAL MAINTENANCE SERVICES.
7. REQUEST FROM THE COTTONWOOD CHAMBER OF COMMERCE FOR WAIVER OF SECTION 9.12.030 A., ALCOHOLIC BEVERAGES, OF THE MUNICIPAL CODE, IN ORDER TO SERVE AND SELL BEER & WINE AT THE COTTONWOOD KIDS PARK LOCATED AT 350 SOUTH 12TH STREET, FOR THE RHYTHM & RIBS EVENT SCHEDULED FOR SEPTEMBER 22, 2012.
8. SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY LANA TOLLESON, APPLICANT FOR THE COTTONWOOD CHAMBER OF COMMERCE FOR THE RHYTHM & RIBS EVENT SCHEDULED FOR SEPTEMBER 22, 2012, AT THE COTTONWOOD KIDS PARK LOCATED AT 350 SOUTH 12TH STREET.

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 Public Safety Facility 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 7, 2012
<b>Subject:</b>	<b>Wine Festival/Wine Fair Liquor License Application for Lisa Neideffer-Rhodes (Arizona Stronghold Vineyards).</b>
Department:	City Clerk
From:	Marianne Jimenez, City Clerk

## **REQUESTED ACTION**

Council recommendation of approval or denial of a Wine Festival/Wine Fair Liquor License Application submitted by Lisa Neideffer-Rhodes, applicant for Arizona Stronghold Vineyards, for an event scheduled for August 25, 2012.

## **SUGGESTED MOTION**

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

I move to approve the Wine Festival/Wine Fair Liquor License Application submitted by Lisa Neideffer-Rhodes, applicant for Arizona Stronghold Vineyards, for an event scheduled for August 25, 2012, at the Old Town Activity Park.

## **BACKGROUND**

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

## **JUSTIFICATION/BENEFITS/ISSUES**

## **COST/FUNDING SOURCE**

N/A

## **ATTACHMENTS:**

Name:

Description:

Type:

 [8-7-](#)

<a href="#">12_Arizona_Stronghold_Wine_Festival_Application.pdf</a>	Arizona Stronghold Wine Festival Application	Cover Memo
<a href="#">8-7-12_Arizona_Stronghold_Letter.pdf</a>	Letter from Arizona Stronghold	Cover Memo

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State of Arizona Department of Liquor Licenses and Control  
800 W. Washington, 5th Floor  
Phoenix, AZ 85007  
www.azliquor.gov  
(602)542-5141

**APPLICATION FOR WINE FESTIVAL LICENSE/WINE FAIR LICENSE**

FEE = \$15.00 per event

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44-6852)

A separate license is needed when days are not consecutive. Only twenty-five (25) licenses per calendar year for up to seventy-five calendar days may be issued, excluding sanctioned county or state fair licenses.

- Applicant's Name: Neidoffer-Rhodes Lisa Michelle  
Last First Middle
- Business Name: Arizona Stronghold Vineyards D.F.W. Lic#: 13133015  
(Domestic Farm Winery License #)
- Location of Festival: 187 E. Pima Cottonwood Yavapai 86326  
(Physical location - Do not use PO Box) City County Zip
- Mailing Address: 1019 N. Main St. Suite B Cottonwood AZ 86326  
City State Zip
- Date and hours of festival:

DATE	DAY OF WEEK	HOURS FROM	HOURS TO
<u>8/25/12</u>	<u>Saturday</u>	<u>6:00</u> a.m./ <u>(p.m.)</u>	<u>11:00</u> a.m./ <u>(p.m.)</u>
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
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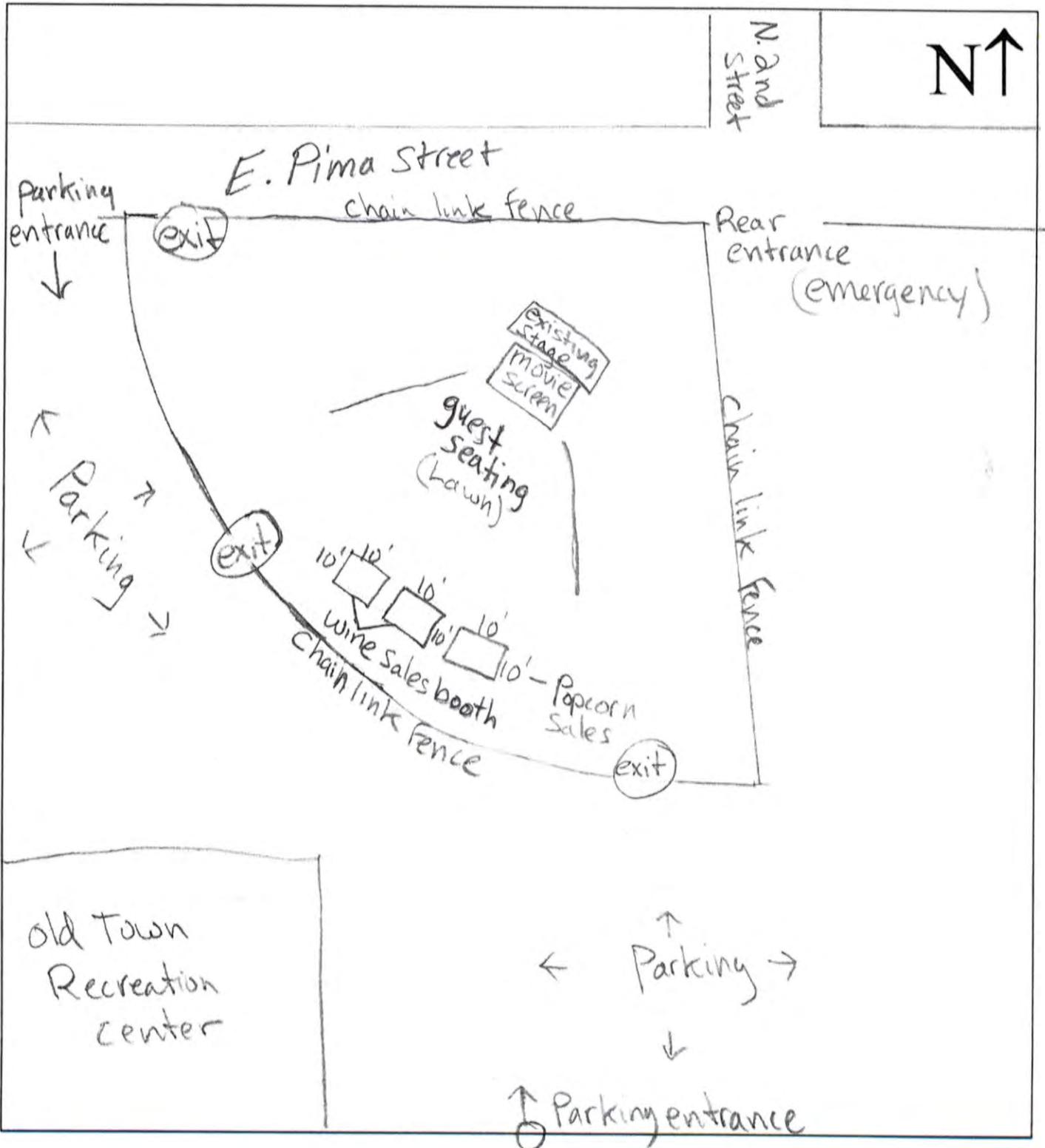
- Name and address of site owner: City of Cottonwood  
Last First Middle  
187 E. Pima Street Cottonwood AZ 86326  
Address City State Zip
- Phone Numbers: (928) 340-2725 (928) 639-2789 (928) 300-1604  
Site Owner Applicant's Business Applicant's Residence

\* Disabled individuals requiring special accommodation, please call (602) 542-9027.



WINE FESTIVAL/FAIR LICENSED PREMISES DIAGRAM  
(This diagram must be completed with this application)

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



Cottonwood City Council,

Arizona Stronghold Vineyards would like to request permission to serve and sell our wine in the Old Town Activity Park on August 25<sup>th</sup>, 2012. We would like to serve our wines in conjunction with showing a movie in the park.

Time: 6:30pm- gates open, wine served

8:00/8:30pm(dark)- Movie begins

9:30pm- Wine sales stop

10:30/11:00pm- end movie, all attendees to leave park

Attendees:

Ideally we would like this to be an all ages/family affair where we would check ID on everyone entering, and place appropriate wristbands on guests 21 and over. However, we do have the option, and are open to making the event exclusive to guests 21 and over only.

Wine service/sales:

We plan to serve the wine from one 10x10 tent and table, with front access only. Wine to be served in plastic cups only.

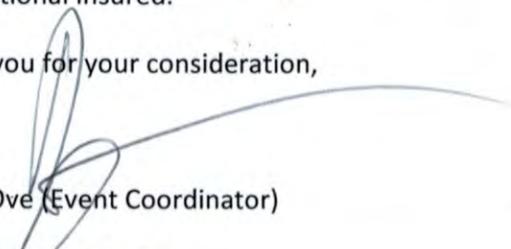
Security:

All exits/entrances to be manned for the entire duration of the event to ensure no alcohol enters, and no open containers leave the park. We have also requested an hourly walk-through by the Cottonwood Police Dept.

Other:

Pending approval we will contact several Old Town restaurants for food vending during the screening. We will also apply for a series 16 festival license, and provide a Certificate of Insurance listing the City as an additional insured.

Thank you for your consideration,

  
Justin Ove (Event Coordinator)

928-639-2789 ext 208

**ARIZONA STRONGHOLD VINEYARDS**

1019 N Main Street Suite B, Cottonwood, Az. 86326 (928) 639-2789 [www.azstronghold.com](http://www.azstronghold.com)

## City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	August 7, 2012
<b>Subject:</b>	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 Lisa Pender, 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 Lisa Pender, applicant for the Old Town Association, for an beer garden to be located at 1042-1044 N. Main Street for an Old Town event scheduled for September 14 & 15, 2012."

### **BACKGROUND**

Lisa Pender has submitted a Special Event Liquor License Application on behalf of the Old Town Association for the Thunder Valley Rally scheduled for September 14 and 15, 2012, in Old Town. The application is for the setup of a beer garden to be located between 1042-1044 N. 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:

 [OTA\\_Special\\_Event\\_Liqour\\_License.pdf](#) 9-14 & 9-15 OTA Special Event

Cover Memo

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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 <sup>3</sup>\_\_\_\_\_ 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 The Old Town Association, LLC 100%  
Percentage

Address 821 N. Main Street Cottonwood, AZ 86326

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  
<sup>4</sup>\_\_\_\_\_ # Security personnel  Barriers

There will be a open air tent with a fence around the outer walls. The entrence will be at the south end of the tent where security will ID check and wristband people.

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.

**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.

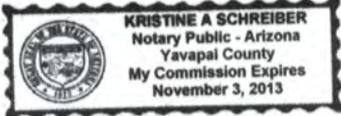
Please see attached



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

18. I, Lisa A. Pender declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] President 7/20/12 (920) 300-6613  
 (Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Yavapai

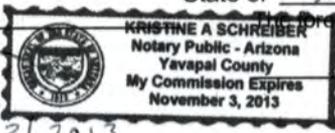
The foregoing instrument was acknowledged before me this 20<sup>th</sup> July 2012  
 Day Month Year

My Commission expires on: 11/3/2013 Kristine A Schreiber  
 (Date) (Signature of NOTARY PUBLIC)

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

19. I, Lisa A. Pender declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] State of Arizona County of Yavapai  
 (Signature) The foregoing instrument was acknowledged before me this



20<sup>th</sup> July 2012  
 Day Month Year

My commission expires on: 11/3/2013 Kristine A Schreiber  
 (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)

**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.**

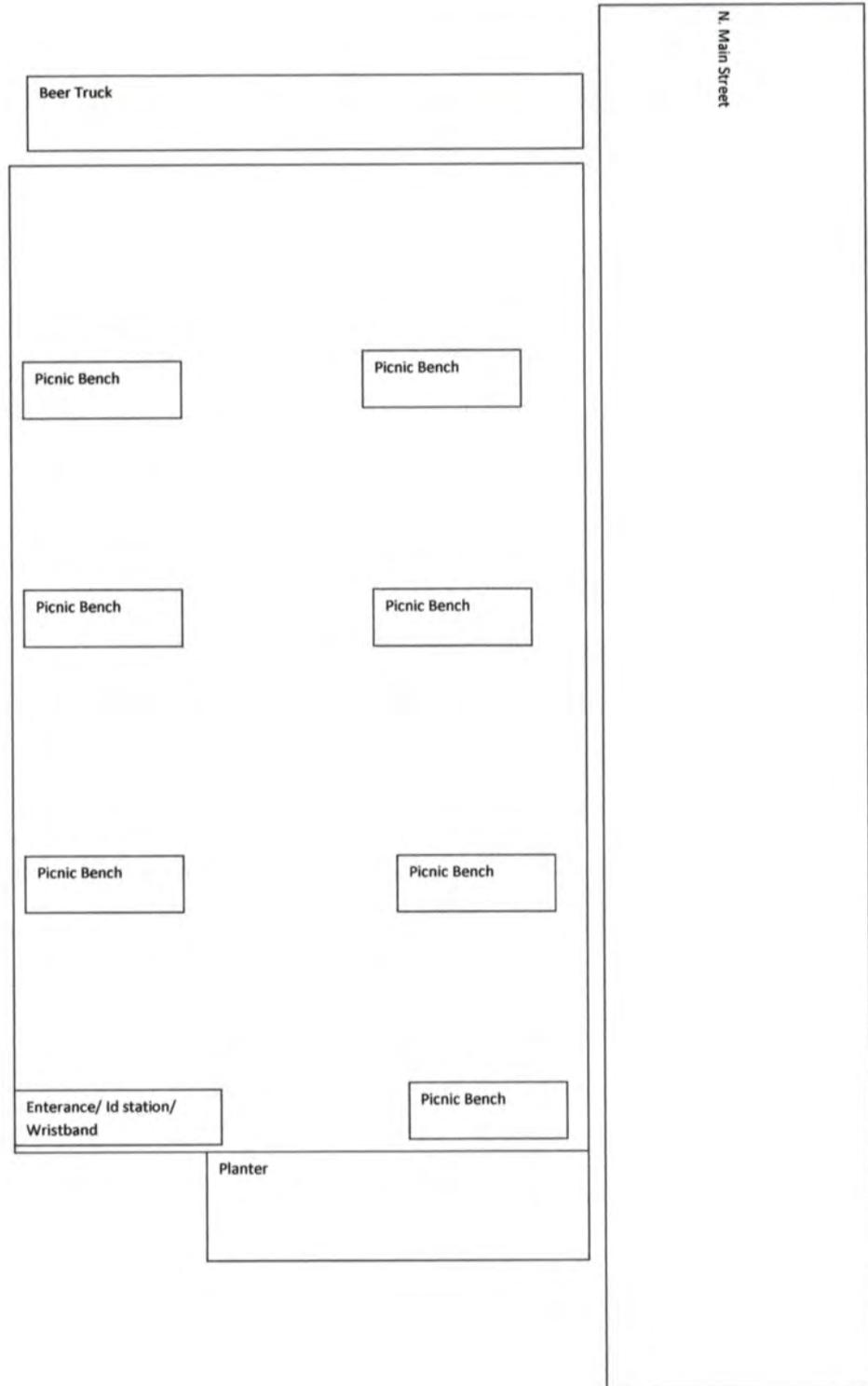
**ARIZONA STATUTES AND REGULATIONS:**

**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**



The Beer tent will be located at 1044 N. Main Street in the dirt parking lot. There will be a 10x20 open air tent with fencing around the outside. The beer truck will be located at the north end of the tent with tables and chairs inside.



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



 Print

Meeting Date: August 7, 2012  
Subject: Special Event Liquor License for Sedona Pride  
(Gregory Luckey, Applicant).  
Department: City Clerk  
From: Marianne Jimenez, City Clerk

**REQUESTED ACTION**

Council consideration and recommendation of approval or denial of a Special Event Liquor License Application submitted by Gregory Luckey, applicant for Sedona Pride.

**SUGGESTED MOTION**

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

I move to approve the Special Event Liquor License application submitted by Gregory Luckey, applicant for Sedona Pride, for an event scheduled for September 29, 2012, at the Old Town Activity Park.

**BACKGROUND**

Gregory Luckey has submitted a Special Event Liquor License application on behalf of Sedona Pride for an event scheduled for September 29, 2012, from 11 a.m. to 6 p.m., at the Old Town Activity Park.

**JUSTIFICATION/BENEFITS/ISSUES**

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

**COST/FUNDING SOURCE**

N/A

**ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">8-7-12 Sedona Pride LL Application.pdf</a>	Sedona Pride LL Application	Cover Memo



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 5 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 Sedona Gay Pride 100%  
Percentage

Address PO Box 3231 Sedona AZ 86340

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  
4 # Security personnel  Barriers

ID and bag checks by the Arizona Rangers, colored wrist bands for those wishing to consume alcohol, site is fully fenced (City of Cottonwood park)

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)**

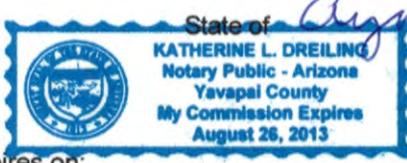
\_\_\_\_\_  
Name of Business ( ) \_\_\_\_\_  
Phone Number

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, Gregory C Luckey declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Gregory C Luckey President 7-3-12 (928) 300-2337  
(Signature) (Title/Position) (Date) (Phone #)



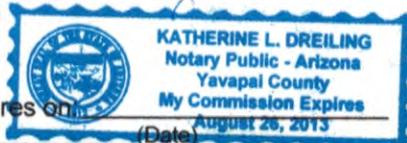
State of Arizona County of Yavapai  
The foregoing instrument was acknowledged before me this 3rd July 2012  
Day Month Year  
Katherine L. Dreiling  
(Signature of NOTARY PUBLIC)

My Commission expires on: \_\_\_\_\_ (Date)

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

19. I, Gregory C Luckey declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Gregory C Luckey State of Arizona County of Yavapai  
(Signature) The foregoing instrument was acknowledged before me (this



3rd July 2012  
Day Month Year  
Katherine L. Dreiling  
(Signature of NOTARY PUBLIC)

My commission expires on \_\_\_\_\_ (Date)

**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)

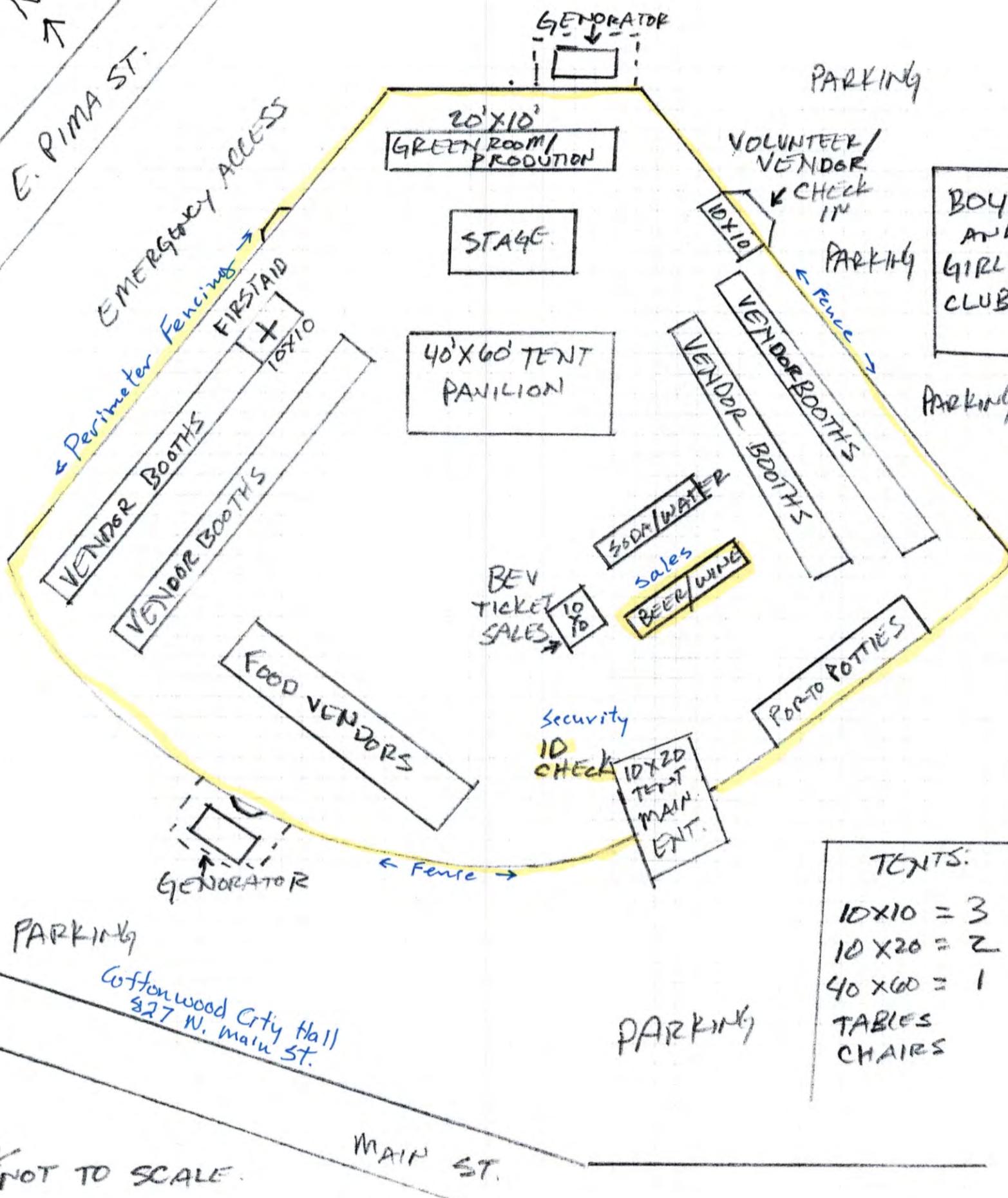
**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
**(This diagram must be completed with this application)**

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.

*Please see attached Site Plan*



N  
↑  
E. PIMA ST.



TENTS:  
10X10 = 3  
10X20 = 2  
40X60 = 1  
TABLES  
CHAIRS

NOT TO SCALE.

## City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	August 7, 2012
<b>Subject:</b>	Special Event Liquor License Application submitted by Cynthia Fox, applicant for the Verde Valley Concert Association.
Department:	City Clerk
From:	Marianne Jimenez, City Clerk

### **REQUESTED ACTION**

Council consideration and recommendation of approval or denial of a Special Event Liquor License Application submitted by Cynthia Fox, applicant for the Verde Valley Concert Association.

### **SUGGESTED MOTION**

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

I move to approve the Special Event Liquor License Application submitted by Cynthia Fox, applicant for the Verde Valley Concert Association, for a fundraising event scheduled for September 15, 2012, at 597 East State Route 89A.

### **BACKGROUND**

Cynthia Fox has submitted a Special Event Liquor License application on behalf of the Verde Valley Concert Association for a fundraising event scheduled for September 15, 2012, at Country Bank located at 597 East State Route 89A.

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

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

### **COST/FUNDING SOURCE**

N/A

**ATTACHMENTS:**

Name:

Description:

Type:

 [8-7-12\\_Verde\\_Valley\\_Concert\\_Assoc\\_LL\\_Application.pdf](#)

VV Concert Association LL Application

Cover Memo

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# 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: Verde Valley Concert Association
2. Non-Profit/I.R.S. Tax Exempt Number: 51-0198592
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  
Fundraiser. Sell donation tickets for small concert with silent auction.  
wine and desserts to be served.

5. Location of the event: 597 E. STATE RTE 89A 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: Fox CYNTHIA M 04/24/1927  
Last    First    Middle    Date of Birth

7. Applicant's Mailing Address: 656 Bowmaker Trail Cottonwood AZ 86326  
Street    City    State    Zip

8. Phone Numbers: (928) 639-0020 (928) 639-0636 (928) 634-5876  
Site Owner #    Applicant's Business #    Applicant's Home #

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

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>Sept 15 2012</u>	<u>SATURDAY</u>	<u>6:30PM</u>	<u>9:00P.M.</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

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

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.**

Name Verde Valley Concert Association 100%  
Percentage  
Address P. O. Box 26 COTTONWOOD AZ 86326  
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

Alcohol will be in a nook with walls on three sides. There will be one server and one ID checker. Typically the demographic attending this event is above 40 years old.

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)**

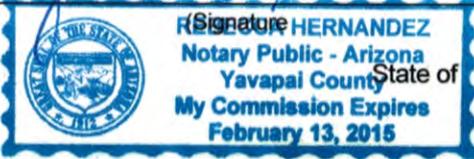
\_\_\_\_\_  
Name of Business ( ) \_\_\_\_\_  
Phone Number

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, CYNTHIA FOX declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Cynthia M Fox VP 7-17-12 (928) 634-5876  
 (Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Yavapai  
 The foregoing instrument was acknowledged before me this 17<sup>th</sup> July 2012  
 Day Month Year

My Commission expires on: 2-13-2015 Rebecca Hernandez  
 (Date) (Signature of NOTARY PUBLIC)



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

19. I, CYNTHIA FOX declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Cynthia M Fox State of Arizona County of Yavapai  
 (Signature) The foregoing instrument was acknowledged before me this 17 July 2012  
 Day Month Year

My commission expires on: 2-13-2015 Rebecca Hernandez  
 (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)

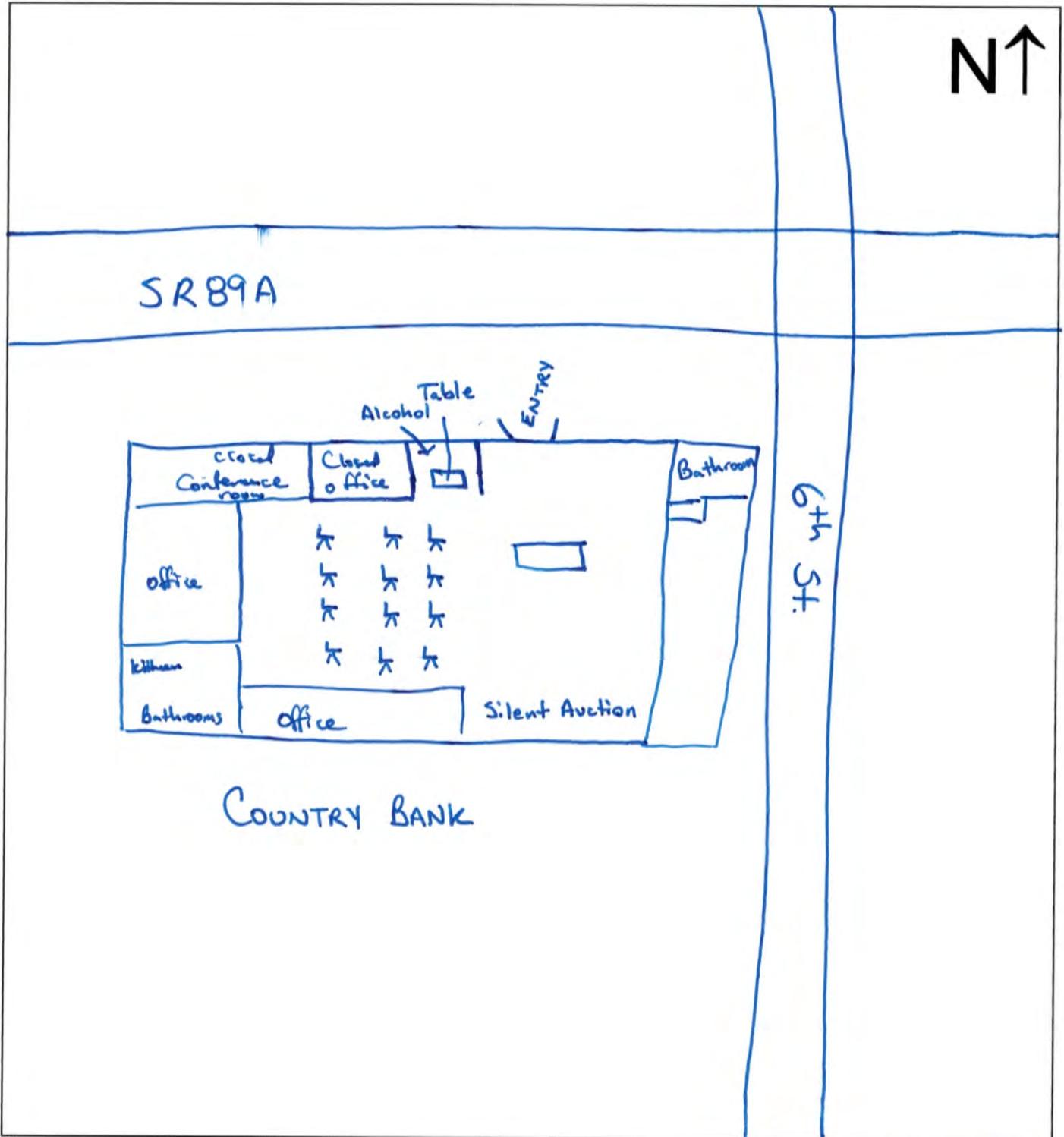
**FOR DLLC DEPARTMENT USE ONLY**

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.



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.**

Name Verde Valley Concert Association 100%  
Percentage

Address P. O. Box 26 COTTONWOOD AZ 86326

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

Alcohol will be in a nook with walls on three sides. There will be one server and one ID checker. Typically the demographic attending this event is above 40 years old.

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.

# City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	August 7, 2012
<b>Subject:</b>	Resolution Number 2654--Approving a Service Agreement with Mingus Union High School for a School Safety Officer.
Department:	Police
From:	Chief Jody Fanning

## **REQUESTED ACTION**

Requesting approval of Resolution Number 2654 which approves a Service Agreement with Mingus Union High School for a School Safety Officer for the period of July 1, 2012 through June 30, 2013.

## **SUGGESTED MOTION**

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

"I move to approve Resolution Number 2654, which approves a Service Agreement with Mingus Union High School District for a School Safety Officer for the time period of July 1, 2012 through June 30, 2013."

## **BACKGROUND**

The Cottonwood Police Department for many years has had an officer at Mingus Union High School and Cottonwood-Oak Creek School District through a State funded grant. This grant is no longer available. In order to keep this position at the schools, Mingus Union High School and Cottonwood-Oak Creek School District have agreed to share one officer with each school paying one quarter of the officer's salary expenses for a nine month period. The City of Cottonwood will pay the remaining half.

## **JUSTIFICATION/BENEFITS/ISSUES**

The presence of a School Safety Officer is unequivocally beneficial to students and teachers. This officer is able to respond quickly in the event of an emergency or conflict, teaches police/safety oriented courses at MUHS and attends special school functions.

## **COST/FUNDING SOURCE**

25% of Salary will be paid by Mingus Union High School  
25% of Salary will be paid by Cottonwood-Oak Creek School District  
50% of Salary will be paid by City of Cottonwood

**ATTACHMENTS:**

Name:	Description:	Type:
📄 <a href="#">MUHS_SSO_IGA_July_27_2012.docx</a>	MUHS 2012-13 SSO IGA	Cover Memo
📄 <a href="#">res2654.doc</a>	Resolution Number 2654	Cover Memo

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**A SERVICE AGREEMENT BETWEEN**  
**MINGUS UNION HIGH SCHOOL DISTRICT**  
**AND**  
**CITY OF COTTONWOOD, ARIZONA**

This AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Mingus Union High School District #4 ("District") and the City of Cottonwood, Arizona ("City").

The District and the City desire to work in cooperation with one another to contribute to safe school environments that are conducive to teaching and learning. This will be accomplished, in part, through the services of a School Safety Officer (SSO). The purpose of this Agreement is to implement a School Safety Officer program in the District and to define the roles and responsibilities of the parties to this Agreement.

The City, through this Agreement, will assign one SSO to the District, on a part-time basis, to perform the services listed in item number two herein. Therefore, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

**1. TERM OF AGREEMENT**

This agreement shall begin on July 1, 2012 and terminate on June 30, 2013

**2. SSO POSITION DESCRIPTION AND SERVICES**

The SSO shall fulfill his/her duties as a sworn peace officer for the State of Arizona and shall be responsible for:

- Establishing liaison with school administrators, staff, students and parents.
- Informing students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Networking with community agencies that may or do provide services to the school.
- Acting as a lead officer in the investigation of school related criminal activities.
- Participating in the Parent Advisory Committee activities, if requested.
- Providing a visible deterrence to crime while presenting a positive impression of a law-enforcement officer.
- Providing information when requested to students, parents and staff in law-related situations.
- Working approximately 20 hours a week in the capacity of a SSO at MUHS.
- Maintaining a Monthly Activity Log for tracking work performed.

- The SSO will be available to the District for the duration of the school year; approximately 9 months.

### **3. FINANCE PAYMENT**

The District will pay invoices submitted by the City within 30 days of receipt of the invoice.

Salary and employee related expenses not to exceed: \$ 13,852.05

### **4. MODIFICATION AND TERMINATION**

#### **(A) Termination**

This agreement may be terminated by either party if in its judgment such action is necessary due to : (a) funding availability; or (b) either party's non-compliance with this Agreement. Any termination must be in writing, stating the reason therefore, be sent by certified mail and provide thirty (30) days' notice of termination to the other party.

#### **(B) Modifications**

Any modifications to this Agreement must be by mutual consent of the parties.

### **5. EMPLOYEE STATUS OF SSO**

Except as otherwise provided in law, in the performance of this Agreement both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be employees or agents of the other party.

The City is the employer of the SSO. The District understands that the SSO is a sworn law enforcement officer and the District shall not interfere with the SSO's duties as a sworn law enforcement officer.

The District shall provide office space that provides privacy for the SSO to conduct confidential business. The District shall provide the necessary equipment for an officer to effectively perform his/her duties.

The City shall have the sole authority over discipline of the SSO.

The District and the City may assign tasks to the SSO in relation to school safety and law related education. Although the SSO is a City employee placed under supervision of the District, all efforts will be made to ensure cooperation and coordination of the above listed services. If a problem occurs, the District shall attempt to resolve the problem at the site level between the officer and administration. If the problem is not resolved at the site level, the City and the District will resolve the problem through communication between administrators of the District and City.

The District shall conduct an annual performance evaluation of the SSO and share such evaluation with the SSO's City supervisor.

Limited to this paragraph only, and in accordance with ARS 23-1022(D), for the purpose of Worker's Compensation, the officer is deemed to be an employee of both the District and the City. The City shall be solely liable for payment of Worker's Compensation benefits.

In accordance with ARS 23-1022(E), both the City and the District shall post and maintain the following notice:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purpose of Worker's Compensation."

## **6. DISPOSING OF PROPERTY**

Each party is the owner of any personal property it purchases or pays under the Agreement. When the Agreement expires or is terminated, each party will be entitled to exclusive possession and control of the personal property and may dispose of it as it sees fit.

## **7. ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained or referenced herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

## **8. INVALIDITY OF PART OF THE AGREEMENT**

The parties agree that should any part of this agreement be held to be invalid or void, the remainder of the agreement shall remain in full force and effect and shall be binding upon the parties.

## **9. GOVERNING LAW**

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. Either party may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of that party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the Agreement's subject.

Prohibition on Iran investments. As required by A.R.S. §§ 35-391.06 and 35-393.06, each party certifies that it does not have a scrutinized business operation in either Sudan or Iran.

Compliance with Federal Immigration Laws and Regulations. Each party warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Each party acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the either party retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

#### **10. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

The City and District shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No 75-5, which mandates that all persons, regardless of race, color, religion, sex, national origin, or political affiliation, shall have equal access to employment opportunities. The City and the District shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.

#### **11. DISPUTE RESOLUTION NOTICE**

If there is a dispute related to this Agreement or any of the terms contained herein, and the dispute is subject to the mandatory arbitration provisions of ARS 12-133, the parties shall submit the matter to binding arbitration in compliance with ARS 12-1518.

#### **12. CONFLICT OF INTEREST**

The parties acknowledge that this Agreement is subject to cancellation provisions pursuant to ARS 38-511, the provisions of which are incorporated herein and made a part hereof.

#### **13. NOTICES**

All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties at the following address:

Kirk Waddle, Business Manager  
Mingus Union High School  
1801 East Fir Street  
Cottonwood, AZ 86326

Jody Fanning, Police Chief  
Cottonwood Police Department  
199 S. 6<sup>th</sup> Street  
Cottonwood, AZ 86326

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT on the date written below:

District: \_\_\_\_\_ Agency: \_\_\_\_\_

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

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

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

In accordance with ARS 11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in proper form and within the powers and authority granted to each respective public body.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Attorney for District

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

RESOLUTION NUMBER 2654

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING A SERVICE AGREEMENT WITH THE MINGUS UNION HIGH SCHOOL DISTRICT #4., FOR THE SERVICES OF A SCHOOL SAFETY OFFICER TO BE PROVIDED BY THE COTTONWOOD POLICE DEPARTMENT.

WHEREAS, pursuant to A.R.S. § 11-952 the parties have the authority to enter into agreements for joint and/or cooperative action; and

WHEREAS, the Mingus Union High School District and the City desire to work in cooperation with one another to contribute to safe school environments that are conducive to teaching and learning which will be accomplished, in part, through the services of a School Safety Officer; and

WHEREAS, the City, through its police department, will assign one School Safety Officer to Mingus Union High School, on a part-time basis, to perform the services outlined in the intergovernmental agreement.

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

THAT, the Service Agreement with Mingus Union High School District #4 for the services of a School Safety Officer is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, THIS 7TH DAY OF AUGUST 2012.

---

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

---

Steven B. Horton, Esq.  
City Attorney

---

Marianne Jiménez, City Clerk

# City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	August 7, 2012
<b>Subject:</b>	Resolution Number 2655--Service Agreement with Cottonwood Middle School for a part-time School Safety Officer
Department:	Police
From:	Chief Jody Fanning

## **REQUESTED ACTION**

Requesting approval of Resolution Number 2655, which approves a Service Agreement with Cottonwood-Oak Creek School District for a part-time School Safety Officer (SSO) position at the Cottonwood Middle School.

## **SUGGESTED MOTION**

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

"I move to approve Resolution Number 2655, which approves a Service Agreement with the Cottonwood-Oak Creek School District for a part-time School Safety Officer."

## **BACKGROUND**

The Cottonwood Police Department in the past has had an officer at both the Cottonwood-Oak Creek School District and Mingus Union High School, funded by the State through a grant. This grant is no longer available. Cottonwood-Oak Creek School District and Mingus Union High School have agreed to share one officer. Each school district has agreed to pay one quarter of the SSO's salary expenses for a nine month period and the City of Cottonwood will pay the remaining half.

## **JUSTIFICATION/BENEFITS/ISSUES**

The presence of a School Safety Officer is unequivocally beneficial to students and teachers. This officer is able to respond quickly in the event of an emergency or conflict. He will respond to all calls generated at Cottonwood Middle School, which will eliminate pulling an Patrol Officer from the street to take the report.

## **COST/FUNDING SOURCE**

25% of Salary will be paid by Cottonwood-Oak Creek School District  
25% of Salary will be paid by Mingus Union High School  
50% of Salary will be paid by the City of Cottonwood

**ATTACHMENTS:**

Name:	Description:	Type:
📄 <a href="#">RES2655.doc</a>	Resolution Number 2655	Cover Memo
📄 <a href="#">8-7-12 COCSD SRO Agreement.docx</a>	COCSD Service Agreement	Cover Memo

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RESOLUTION NUMBER 2655

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING A SERVICE AGREEMENT WITH THE COTTONWOOD OAK CREEK SCHOOL DISTRICT, FOR THE SERVICES OF A SCHOOL SAFETY OFFICER TO BE PROVIDED BY THE COTTONWOOD POLICE DEPARTMENT.

WHEREAS, pursuant to A.R.S. § 11-952 the parties have the authority to enter into agreements for joint and/or cooperative action; and

WHEREAS, the Cottonwood Oak Creek School District and the City desire to work in cooperation with one another to contribute to safe school environments that are conducive to teaching and learning which will be accomplished, in part, through the services of a School Safety Officer; and

WHEREAS, the City will assign one School Safety Officer, on a part-time basis, to perform the services outlined under the Service Agreement.

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

THAT, the Service Agreement with the Cottonwood Oak Creek Elementary School District for the services of a part-time School Safety Officer is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, THIS 7TH DAY OF AUGUST 2012.

\_\_\_\_\_  
Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Steven B. Horton, Esq.  
City Attorney

\_\_\_\_\_  
Marianne Jiménez, City Clerk

**A SERVICE AGREEMENT BETWEEN  
COTTONWOOD OAK CREEK SCHOOL DISTRICT  
AND  
CITY OF COTTONWOOD, ARIZONA**

This AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Cottonwood Oak Creek School District ("District") and the City of Cottonwood, Arizona ("City").

The District and the City desire to work in cooperation with one another to contribute to safe school environments that are conducive to teaching and learning. This will be accomplished, in part, through the services of a School Safety Officer (SSO). The purpose of this Agreement is to implement a School Safety Officer program in the District and to define the roles and responsibilities of the parties to this Agreement.

The City, through this Agreement, will assign one SSO to the District, on a part-time basis, to perform the services listed in item number two herein. Therefore, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

**1. TERM OF AGREEMENT**

This agreement shall begin on July 1, 2012 and terminate on June 30, 2013

**2. SSO POSITION DESCRIPTION AND SERVICES**

The SSO shall fulfill his/her duties as a sworn peace officer for the State of Arizona and shall be responsible for:

- Establishing liaison with school administrators, staff, students and parents.
- Informing students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Networking with community agencies that may or do provide services to the school.
- Acting as a lead officer in the investigation of school related criminal activities.
- Participating in the Parent Advisory Committee activities, if requested.
- Providing a visible deterrence to crime while presenting a positive impression of a law-enforcement officer.
- Providing information when requested to students, parents and staff in law-related situations.
- Working approximately 20 hours a week in the capacity of a SSO at MUHS.
- Maintaining a Monthly Activity Log for tracking work performed.

- The SSO will be available to the District for the duration of the school year; approximately 9 months.

### **3. FINANCE PAYMENT**

The District will pay invoices submitted by the City within 30 days of receipt of the invoice.

Salary and employee related expenses not to exceed: \$ 13,852.05

### **4. MODIFICATION AND TERMINATION**

#### **(A) Termination**

This agreement may be terminated by either party if in its judgment such action is necessary due to : (a) funding availability; or (b) either party's non-compliance with this Agreement. Any termination must be in writing, stating the reason therefore, be sent by certified mail and provide thirty (30) days' notice of termination to the other party.

#### **(B) Modifications**

Any modifications to this Agreement must be by mutual consent of the parties.

### **5. EMPLOYEE STATUS OF SSO**

Except as otherwise provided in law, in the performance of this Agreement both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be employees or agents of the other party.

The City is the employer of the SSO. The District understands that the SSO is a sworn law enforcement officer and the District shall not interfere with the SSO's duties as a sworn law enforcement officer.

The District shall provide office space that provides privacy for the SSO to conduct confidential business. The District shall provide the necessary equipment for an officer to effectively perform his/her duties.

The City shall have the sole authority over discipline of the SSO.

The District and the City may assign tasks to the SSO in relation to school safety and law related education. Although the SSO is a City employee placed under supervision of the District, all efforts will be made to ensure cooperation and coordination of the above listed services. If a problem occurs, the District shall attempt to resolve the problem at the site level between the officer and administration. If the problem is not resolved at the site level, the City and the District will resolve the problem through communication between administrators of the District and City.

The District shall conduct an annual performance evaluation of the SSO and share such evaluation with the SSO's City supervisor.

Limited to this paragraph only, and in accordance with ARS 23-1022(D), for the purpose of Worker's Compensation, the officer is deemed to be an employee of both the District and the City. The City shall be solely liable for payment of Worker's Compensation benefits.

In accordance with ARS 23-1022(E), both the City and the District shall post and maintain the following notice:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purpose of Worker's Compensation."

#### **6. DISPOSING OF PROPERTY**

Each party is the owner of any personal property it purchases or pays under the Agreement. When the Agreement expires or is terminated, each party will be entitled to exclusive possession and control of the personal property and may dispose of it as it sees fit.

#### **7. ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained or referenced herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

#### **8. INVALIDITY OF PART OF THE AGREEMENT**

The parties agree that should any part of this agreement be held to be invalid or void, the remainder of the agreement shall remain in full force and effect and shall be binding upon the parties.

#### **9. GOVERNING LAW**

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. Either party may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of that party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the Agreement's subject.

Prohibition on Iran investments. As required by A.R.S. §§ 35-391.06 and 35-393.06, each party certifies that it does not have a scrutinized business operation in either Sudan or Iran.

Compliance with Federal Immigration Laws and Regulations. Each party warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Each party acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the either party retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

#### **10. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

The City and District shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No 75-5, which mandates that all persons, regardless of race, color, religion, sex, national origin, or political affiliation, shall have equal access to employment opportunities. The City and the District shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.

#### **11. DISPUTE RESOLUTION NOTICE**

If there is a dispute related to this Agreement or any of the terms contained herein, and the dispute is subject to the mandatory arbitration provisions of ARS 12-133, the parties shall submit the matter to binding arbitration in compliance with ARS 12-1518.

#### **12. CONFLICT OF INTEREST**

The parties acknowledge that this Agreement is subject to cancellation provisions pursuant to ARS 38-511, the provisions of which are incorporated herein and made a part hereof.

#### **13. NOTICES**

All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties at the following address:

David Snyder, Director of Business Services  
Cottonwood Oak Creek School District  
1 North Willard Street  
Cottonwood, AZ 86326

Jody Fanning, Police Chief  
Cottonwood Police Department  
199 S. 6<sup>th</sup> Street  
Cottonwood, AZ 86326

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT on the date written below:

District: \_\_\_\_\_

Agency: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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

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

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

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

In accordance with ARS 11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in proper form and within the powers and authority granted to each respective public body.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Attorney for District

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

## City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	August 7, 2012
<b>Subject:</b>	Riverfront Water Reclamation Facility
Department:	Development Services
From:	Dan Lueder

### **REQUESTED ACTION**

Authorization of several actions with respect to the Riverfront Water Reclamation Facility, including cancelling the design-build agreement with PCL Constructors; authorizing Wood/Patel & Associates, the engineering firm that has been designing the facility to continue developing the plans under the existing contract between that firm and the City for utility engineering services; and authorizing staff to issue a request for qualifications for a construction-manager-at-risk to work with Wood/Patel to finish the design of the facility, and to construct it within the City's budget.

### **SUGGESTED MOTION**

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

I move to terminate the design/build agreement with PCL Constructors pursuant to Section 12.3 of that agreement; to authorize Wood/Patel & Associates to complete the design of the Riverfront Water Reclamation Facility under the existing contract between that firm and the City for utility engineering services; and to authorize City staff to issue a request for statements of qualifications in accordance with A.R.S. 34-603 for a construction-manager-at-risk to construct the facility.

### **BACKGROUND**

On October 18, 2011, Council approved a design/build agreement with PCL Construction Inc., for the Riverfront Water Reclamation Facility. Under this procurement method, the City contracted with a single team that included both an engineering/design firm (Wood/Patel) and a contractor (PCL) to design and then construct the project within the City's established budget.

The project was to proceed in two phases. During the design/pre-construction services phase, the team works together with City staff to design the facility in accordance with the City's specifications, and within the project budget. At or near completion of this phase, the City would typically negotiate and enter into an agreement with the contractor to construct the facility in accordance with the design, plans and specifications for an agreed-upon "guaranteed maximum price."

The plans for the facility are now 30 percent complete. However, through a number of recent meetings and discussions between and among PCL, the design team and City staff, it has become clear that PCL does not believe it can deliver the project for anything close to the amount the City has budgeted for this facility. This came as quite a shock to staff as this was the first clear indication from PCL that they anticipated their costs to construct the facility were more than double the budget for the project. For their part, however, City staff and the project designers all continue to believe that the project's scope and budget are reasonable. Accordingly, staff has determined that it would be in the City's best interests to terminate the contract with PCL, complete the design for the project, and advertise for a construction-manager-at-risk who will work with the design team to complete the design, plans and specifications for facility that meets the City's specifications and budget, and to then construct the project for a negotiated guaranteed maximum price that is within the City's budget.

**JUSTIFICATION/BENEFITS/ISSUES**

The RWRf is a long awaited addition to the city's wastewater reclamation system and ensuring the right combination of consultants and contractors is involved is paramount to its successful completion, in accordance with the City's specifications and within its budget. Wood/Patel & Associates is currently under contract with the City to provide utility engineering services, and staff believes that having that firm complete the design of the facility in collaboration with a construction-manager-at-risk is in the City's best interest. The only member of the design team not previously contracted with Wood/Patel was Stockbridge Energy Group, which was contracted directly with PCL. However, Stockbridge has agreed to complete the balance of the solar design as part of the Wood/Patel team for the amount it would have received for this work under its contract with PCL, less any amounts already paid to PCL for this work

**COST/FUNDING SOURCE**

Utility Enterprise Fund

**ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">8-7-12 Wood Patel Fee Proposal.pdf</a>	Wood Patel Fee Proposal	Cover Memo

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Darrel E. Wood, P.E., R.L.S.  
Ashok C. Patel, P.E., R.L.S., CFM  
James S. Campbell, P.E.  
Thomas R. Gettings, R.L.S.  
Michael T. Young, P.E.  
Peter Hemingway, P.E.  
Jeffrey R. Minch, P.E.  
Robert D. Gofonia, P.E., R.L.S.  
Patrick W. Marum, P.E.  
Kenneth L. Knickerbocker, P.E., R.L.S.  
Shimin Zou, Ph.D., P.E., CFM  
Darin L. Moore, P.E.  
John M. Bulka, P.E.  
John C. Tuter, P.E.  
Darrell D. Smith, P.E.  
Scott A. Audsley, P.E., LEED AP  
Gabriel S. Rios, R.L.S.  
Daniel J. Cronin, PMP, LEED AP  
James G. Taillon, CFM  
Darren D. Forstie, P.E.  
Jesse S. Schultz, P.E.  
Mauricio M. Iacueli, P.E., LEED AP  
Jason M. Penrod, P.E.  
Daniel W. Matthews, P.E.

July 23, 2012

Mr. Daniel Lueder  
Development Services General Manager  
City of Cottonwood  
111 North Main Street  
Cottonwood, AZ 86326

*Phone:* (928) 634-0041  
*Fax:* (928) 639-4254  
*Email:* [dlueder@ci.cottonwood.az.us](mailto:dlueder@ci.cottonwood.az.us)

**Re: Cottonwood Riverfront Water Reclamation Facility (WRF)  
Fee Proposal for Completion of Design Services**

Dear Mr. Lueder:

Wood, Patel & Associates, Inc. (Wood/Patel) is pleased to submit a Fee Proposal for the above referenced project, as requested by the City of Cottonwood (City).

Wood/Patel will provide professional services for the completion of the design and contract document preparation of Riverfront Water Reclamation Facility. The overall scope and fee for the work to be performed by Wood/Patel is described in our contract with PCL Construction, Inc. (PCL) dated May 2, 2011 for a not-to-exceed fee of \$725,585. As of July 1, 2012, we have invoiced PCL \$408,252.29, leaving a balance of \$317,332.71 in our contract with PCL. In addition, we propose to include the completion of the solar design of the project, which is currently being performed by Stockbridge as a consultant to PCL, as part of our proposal. The balance of Stockbridge's design fee with PCL is \$37,606, which is included in our not-to-exceed fee herein.

We propose to complete the balance of the work for a not-to-exceed fee of \$354,938.

We are very pleased to have been asked by the City of Cottonwood for this proposal. If you have any questions, please call the undersigned.

Sincerely,

Wood, Patel & Associates, Inc.



Kenneth L. Knickerbocker, P.E., R.L.S.,  
Principal, Director – Water/Wastewater

KK/gg

## City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	August 7, 2012
<b>Subject:</b>	<b>Resolution Number 2651--Appointing Janie B. Randall as an Associate Magistrate.</b>
Department:	City Clerk
From:	Hon. A. Douglas LaSota, Presiding Magistrate

### **REQUESTED ACTION**

**Approval of Resolution Number 2651, appointing Janie B. Randall as an Associate Magistrate.**

### **SUGGESTED MOTION**

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

I move to approve Resolution Number 2651, appointing Janie B. Randall as an associate magistrate.

### **BACKGROUND**

Janie B. Randall is the current Court Administrator for the City of Cottonwood Municipal Court, as well as an Associate Magistrate here for the past 2 years. She has been in her position as court administrator since November, 2009, and has served as an Associate Magistrate since July 6, 2010. Janie has over 14 years experience in Municipal Courts in Yavapai County. She was a court administrator for over seven (7) years at the Chino Valley Municipal Court. She is also certified as a Civil Traffic Hearing Officer, and successfully completed the Civil Traffic Hearing Officer Training as required by the Arizona Supreme Court. She has years of experience as a Civil traffic Hearing Officer during her 13 years with the Chino Valley Municipal Court. She is also a mediator for the Prescott Justice Court and the Yavapai County Superior Court Alternative Dispute Resolution Office. Additionally, she is a founding member of the Arizona Limited Jurisdiction Court Administrators Association and currently serves on the Supreme Court committees representing Municipal Courts in Arizona. Janie has also served as a Civil Traffic Hearing Officer for the City of Cottonwood Municipal Court. Janie also has extensive experience dealing with criminal and city ordinance cases, as well as civil cases, and has done an excellent job when she acts in that capacity for the City Of Cottonwood Municipal Court as an Associate Magistrate.

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

The modern practice in many of the smaller Municipal Courts in Arizona is to have staff members appointed to this position, with no increase in pay. It allows for much greater coverage for the Court at a great cost savings. If the Presiding Magistrate is in the middle of Pre-trial Conferences, arraignments, is presiding over a trial or is not at Court due to illness or vacation, many defendants will be able to have their matter resolved without the need to come back another day. If anything happens to the Presiding Magistrate on an emergency basis, Ms. Randall has been and will be right there to take over without having to wait for a replacement Magistrate. Orders of Protection will not have to be turned away if the Presiding Magistrate is out of the Court for any reason. This is great not only for judicial economy, but to provide greater customer service to the City of Cottonwood residents. Additionally, Ms. Randall has handled arraignments, pre-trial conferences, or criminal trials when the Presiding Magistrate is on vacation or is out with illness or doctors' appointments, etc. Her service before has avoided the need to pay for a Judge Pro Tem on such occasions. This has resulted in thousands of dollars in savings each fiscal year. She has even presided over one or more weddings.

**COST/FUNDING SOURCE**

There will be no cost to the City of Cottonwood. Ms. Randall would receive no increase in salary from her current salary. This would continue to save the City of Cottonwood significant sums of money, as there are no Associate Magistrate (Judge Pro Tem) costs on the occasions she presides over criminal and city code violations, as well as civil traffic hearings. The Judge Pro Tem cost is \$50/hour, so any time that Ms. Randall presides over hearings and trials, the savings to the City of Cottonwood is substantial. Janie graduated from the New Judge Orientation for new limited jurisdiction court judges in 2012. The training was paid for through JCEF Court funds received by the Arizona Supreme Court. This is one of those situations where re-appointment is a win-win for the City and the Court, with only cost savings to the City with no extra expense ever occurring. Ms. Randall would remain in her position as Court Administrator and would continue to assist with the Associate Magistrate duties when needed.

The effective re-appointment date is requested to be July 12, 2012 so that there is no break in time from her original re-appointment. This will avoid the possible requirement of having to re-do Judicial training.

**ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">8-7-12 Janie Randall Resume.doc</a>	Janie Randall Resume	Cover Memo
<a href="#">res2651.doc</a>	Resolution Number 2651	Cover Memo

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JANIE B. RANDALL  
1840 SOUTH JOHNSON LANE  
CHINO VALLEY, AZ 86323-6516  
(928) 899-3482  
EMAIL: jbrazus@yahoo.com

## EDUCATION

### *UNIVERSITY OF SAN DIEGO, LAWYER'S ASSISTANT PROGRAM, SAN DIEGO, CALIFORNIA*

Graduate level certificate program approved by The American Bar Association. Certification completed with 150 hour emphasis in Litigation. Legal research and writing skills include drafting complaints, answers, opinion letters, office memorandums and motions.

### *PEPPERDINE UNIVERSITY, SEAVER COLLEGE, MALIBU, CALIFORNIA*

Completed Bachelor of Arts degree in Spanish with concentration in the idioms and phonetics of different Spanish speaking countries; specialization in interpreting the language. Additional education courses in International Relations and Foreign Languages.

## CONTINUING EDUCATION

Completed courses in bookkeeping, computer accounting, escrow, income tax, and computer software; Training in Word Perfect, Microsoft Office courses. Supreme Court case management system (AZTEC), Motor Vehicle Division disposition software, Supreme Court tax/lottery intercept program (TIP), Civil Traffic Hearing Officer Training, Arizona State Attorney General's Office Mediation Certification Program, Institute for Court Management Court Manager Program graduate, Phase I of the Az Supreme Court New Judge Orientation Program.

## EXPERIENCE

### *COTTONWOOD MUNICIPAL COURT, COTTONWOOD, ARIZONA (November, 2009 to Present)*

#### *Court Administrator (6 months experience):*

Under the approval of the Presiding Magistrate, performs the overall supervision and implementation of court administrative functions. Duties include but not limited to supervision of all non-judicial court staff; court financial accounts, receivables, disbursements, and remittances; preparation and administration of the court's annual budget; coordination and supervision of all contracted vendors; serve as system administrator to the Supreme Court case management system (AZTEC); coordinate and supervise annual required completion of judicial education (COJET) training for all court staff; maintain and report court statistical reports to the Administrative Office of the Courts (AOC); compile and implement court policies and procedures; maintain communication and coordination of programs with other town departments, governmental agencies, Administrative Office of the Courts, and law enforcement.

### *PRESCOTT VALLEY MUNICIPAL COURT, PRESCOTT VALLEY, ARIZONA (October, 2008 to November, 2009)*

#### *Deputy Court Clerk (12 months experience):*

Process court cases including, but not limited to, citation entry, case docketing, case disposition and sentencing, and processing defaults in the AZTEC database system. Also responsible for processing cases referred to tax interception and FARE. Collect payment of fines, bonds, and restitution and performs daily cash drawer reconciliations. Perform customer service at the court window assisting the public. Perform bilingual services to Spanish speaking defendants.

### *CHINO VALLEY MUNICIPAL COURT, CHINO VALLEY, ARIZONA (September, 1995 to October, 2008)*

#### *Chief Clerk/Court Administrator (7.2 years experience):*

Under the approval of the Presiding Magistrate, performs the overall supervision and implementation of court administrative functions. Duties include but not limited to supervision of all non-judicial court staff; court financial accounts, receivables, disbursements, and remittances; preparation and administration of the court's annual budget; coordination and supervision of all contracted vendors; serve as system administrator to the Supreme Court case management system (AZTEC); coordinate and supervise annual required completion of judicial education (COJET) training for all court staff; maintain and report court statistical reports to the Administrative Office of the Courts (AOC); compile and implement court policies and procedures; maintain communication and coordination of programs with other town departments, governmental agencies, Administrative Office of the Courts, and law enforcement.

*Court Clerk (5.8 years experience):*

Perform all secretarial functions related to the court. Processed citations and long form complaints, and all other legal documents related to the court dockets and files. Assisted with court proceedings and coordinated appointments and scheduling with the Town Prosecutor and court appointed attorneys; Docket and calendar cases; computer data entry into Arizona Supreme Court software (AZTEC); collect payments of fines, bonds, restitution and other fees; Prepare minute entries; supervise purchasing and Court financial budget; Perform bilingual services to Spanish speaking defendants; serve as Civil Traffic Hearing Officer.

OTHER ACCOMPLISHMENTS

- Served as a volunteer mediator for the Prescott Justice Court and the Yavapai County Superior Court Alternative Dispute Resolution Office.
- Founding member of the Arizona Limited Jurisdiction Court Administrator's Association.
- Member of the National Association for Court Management.
- Currently serve on Supreme Court committees representing Municipal Courts in Yavapai County.

RESOLUTION NUMBER 2651

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING JANIE B. RANDALL AS AN ASSOCIATE CITY MAGISTRATE AND ESTABLISHING HER TERM OF OFFICE.

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

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

THAT, in accordance with Section 2.36.010 of the Municipal Code of the City of Cottonwood, Arizona, Janie B. Randall is hereby appointed as an associate magistrate for a two-year term beginning July 12, 2012, and ending July 12, 2014.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 7TH DAY OF AUGUST 2012.

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Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

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Steven B. Horton, Esq., City Attorney

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Marianne Jiménez, City Clerk

## City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	August 7, 2012
<b>Subject:</b>	<b>Resolution Number 2652--Appointing Anna Kirton as a Civil Traffic Hearing Officer.</b>
Department:	City Clerk
From:	Hon. A. Douglas LaSota, Presiding Magistrate

### **REQUESTED ACTION**

Approval of Resolution Number 2652, appointing Anna Kirton as a Civil Traffic Hearing Officer.

### **SUGGESTED MOTION**

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

I move to approve Resolution Number 2652, appointing Anna Kirton as a Civil Traffic Hearing Officer.

### **BACKGROUND**

Anna Kirton is currently a lead court clerk for the City of Cottonwood Municipal Court. She has been in her position since November, 2009. Anna previously worked at law offices in Globe and Tucson. She has lived and resided in Cottonwood for several years, and has a BA in Psychology from the University of Arizona. She is a former teacher and has a variety of work and life experience to bring to the Court. She attended and successfully completed the Civil Traffic Hearing Officer training and certification testing in May, 2010. She was appointed as a Civil Traffic Hearing Officer by the City of Cottonwood City Council on June 15, 2010. She has served in that capacity doing hearings on occasion and ruling on motions regularly during her first term.

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

The modern practice in Municipal Courts is to have staff members appointed to this position, with no increase in pay. It allows for much greater customer service. When a person who receives a traffic ticket or parking ticket comes to the window, they often need to see a judge to have questions answered, to request extensions of time for driving school completion, to request modifications in payment plans, and for many reasons. This allows for any person with a traffic or parking ticket to quickly meet a judicial officer with power to address their issue. If the Presiding Magistrate is in the

middle of Pre-trial Conferences, arraignments, is presiding over a trial or is not at Court due to illness or vacation, defendants will be able to have their matter resolved without the need to come back another day. This has been great not only for judicial economy, but also to provide greater customer service to the City of Cottonwood residents. Additionally, Ms. Kirton has been able to handle trials on parking tickets or civil traffic hearings on occasion when the Presiding Magistrate was on vacation or out with illness or doctors' appointments, etc. That has avoided the need to pay for a Judge Pro Tem on such occasions.

**COST/FUNDING SOURCE**

There continues to be no cost to the City of Cottonwood. Ms. Kirton has agreed that she is to receive no increase in salary from her current salary as a result of the appointment. This has saved the City of Cottonwood, as there are less Judge Pro Tem costs on the occasions she presides over civil traffic hearings and parking violation hearings. The Judge Pro Tem cost is \$50/hour, so any time that Ms. Kirton presides over hearings the savings to the City of Cottonwood is substantial. This is one of those situations where an appointment is a win-win for the City and the Court, with only cost savings to the City with no extra expense ever occurring. Ms. Kirton would remain in her position as Court clerk and would continue to assist with the Hearing Officer duties when needed (as she has previously done). She is in the front office of the Court, so she would continue to have significant contact (as she does now) with those who come to the front window. The cost of her attending the training and certification was paid for out of the Judicial Court Enhancement Fund (Supreme Court Funds) and was not a cost to the City or its budget.

**ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">8-7-12 Anna Kirton Resume.doc</a>	Anna Kirton Resume	Cover Memo
<a href="#">Res2652.doc</a>	Resolution Number 2652	Cover Memo

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**Anna M. Kirton**  
921 N. First Street  
Cottonwood, AZ 86326  
(928) 639-5703

**SUMMARY OF ABILITIES**

Ability to work and communicate well with others both verbally and in writing; ability to organize and carry out multiple tasks and meet required deadlines, thriving in a fast paced environment; ability to work independently or as a team player, to give direction as well as follow direction; working knowledge of computer operations in work processing, spreadsheets, database programs and the internet; skill in general accounting principals including the use of QuickBooks; working knowledge of legal processes, forms and administrative procedures.

**WORK HISTORY**

**Court Clerk**

Cottonwood Municipal Court (11/09 to Present)

**Civil Traffic Hearing Officer**

Cottonwood Municipal Court (Appointed 6/15/10)

**Server/Bartender/Assistant Manager**

Tavern Grille, Cottonwood, AZ (11/05 to 8/06 & 11/07 to 11/09)

**Legal Secretary/Billing Dept. Manager**

Thompson, Montgomery & DeRose, Globe, AZ (08/06 to 10/07)

**Construction Coordinator**

Shrader and Martinez Construction, Sedona, AZ (12/03 to 11/05)

**Server/Bartender**

Nic's Italian Steak & Crab House, Cottonwood, AZ (12/02 to 2/05)

**Server**

Sedona Airport Restaurant, Sedona, AZ (8/02 to 12/03)

**Substitute Teacher**

Cottonwood Unified School District, Cottonwood, AZ (08/02 to 12/03)

**Elementary School Teacher**

Sequoia Elementary School, Mesa, AZ (8/00 to 8/02)

**Server**

Sonora Brewhouse, Phoenix, AZ

(7/00 to 5/02)

**Project Administrator**

Miura Contracting, Tucson, AZ

(3/99 to 1/00)

**SABER Contract Administrator**

Barcon Corporation, Miami, AZ/Luke AFB, AZ

(11/97 to 1/99)

**BUNAC Work in Britain Program**

Texas Embassy Cantina, London, England, UK

(3/97 to 11/97)

**Geophysical Technician**

Bird Seismic Services, Globe, AZ

(1/97 to 3/97)

**Part-Time & Summer Work:**

While enrolled in the University of Arizona as well as my teacher prep program, I worked as a server, hostess and cashier for several Tucson and Phoenix restaurants. I was a staff assistant at a girl's camp in Fryeburg, Maine. I also worked as a secretary for the law firm of Thompson, Montgomery and DeRose, Globe, AZ, the law firm of Samet and Gage, Tucson, AZ, and in the Gila County Assessor's Office, Globe, AZ.

**EDUCATION**

BA in Psychology, University of Arizona, Tucson, AZ, 1996

Graduate, Teacher Preparation Program, Arizona Teacher's Institute, Mesa AZ, 2000

**SPECIAL CERTIFICATIONS**

Certified as a Civil Traffic Hearing Officer in the State of Arizona, May, 2010

RESOLUTION NUMBER 2652

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING ANNA M. KIRTON AS A CIVIL TRAFFIC VIOLATION HEARING OFFICER AND ESTABLISHING HER TERM OF OFFICE.

WHEREAS, in accordance with Section 2.36.020 Civil Traffic Violation Hearing Officer, of the Municipal Code of the City of Cottonwood, the Council may appoint one or more hearing officers to preside over civil traffic violation cases; and

WHEREAS, the duties of the Hearing Officer are to hear and dispose of civil traffic violation cases under the supervision of the presiding officer of the magistrate court and in accordance with all applicable state and local laws.

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

THAT, in accordance with Section 2.36.020 of the Municipal Code of the City of Cottonwood, Arizona, Anna M. Kirton is hereby appointed as a Civil Traffic Violation Hearing Officer for a two-year term beginning June 16, 2012 and ending June 16, 2014. During such term the Hearing Officer may only be removed from that appointment for cause, as may be determined by the presiding officer of the magistrate court.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 7TH DAY OF AUGUST 2012.

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Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

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Steven B. Horton, City Attorney

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Marianne Jiménez, City Clerk

# City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	August 7, 2012
<b>Subject:</b>	Reimbursement Resolution Number 2653 - Mingus Avenue Reconstruction from 89A to Willard Street and Roundabout at Willard & Mingus
Department:	Administrative Services
From:	Jesus R. Rodriguez, C.G..FM., Administrative Services General Manager

## **REQUESTED ACTION**

Request Council to review and consider approval of Resolution Number 2653, reimbursing various funds for the costs associated with the Mingus Avenue reconstruction from 89A to Willard Street and Roundabout at Willard Street & Mingus Avenue.

## **SUGGESTED MOTION**

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

I move to approve Resolution Number 2653, reimbursing various funds for the costs associated with the Mingus Avenue reconstruction from 89A to Willard Street and the Roundabout at Willard Street & Mingus Avenue.

## **BACKGROUND**

The City of Cottonwood has begun construction on Mingus Avenue beginning at the Roundabout at the intersection of Mingus Avenue & Willard Street. The construction is currently being funded using various funds, including the General Fund, Highway User Revenue Funds, Enterprise Funds, and Capital Improvement Fund, with the intent to reimburse these funds for all costs in the future from proceeds of a bond or other financing instrument. In past discussions with the Development Services General Manager, the City Manager, and at budget meetings, it was decided that the City pass a reimbursement resolution, in anticipation of the potential need to finance this purchase.

## **JUSTIFICATION/BENEFITS/ISSUES**

It is necessary to have a reimbursement resolution in place to ensure that all funds be replenished by any financing mechanism proceeds secured at a future date.

## **COST/FUNDING SOURCE**

Currently the financing source has not been determined, however, it is being researched to

compile the City's options and which is most advantageous. Cottonwood's Financial Advisors, Stone & Youngberg are to make a presentation as to available options at some future council meetings.

**ATTACHMENTS:**

Name:	Description:	Type:
📄 <a href="#">res2653.doc</a>	Resolution Number 2653	Cover Memo

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RESOLUTION NUMBER 2653

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, DECLARING, FOR PURPOSES OF SECTION 1.150-2 OF THE FEDERAL TREASURY REGULATIONS, OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATING TO THE "MINGUS AVENUE RECONSTRUCTION AND ROUNDABOUT PROJECT FROM WILLARD STREET TO STATE ROUTE 89A."

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

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

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

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

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

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

"original expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than a reimbursement bond.

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

Section 2. Official Intent. This Resolution is official intent relating to reimbursement for the original expenditures indicated in Exhibit A hereto which are capital expenditures (being any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles).

RESOLUTION NUMBER 2653

Page 2

Section 3. Project Descriptions. The projects for which such original expenditures are to be paid are for those described on Exhibit A attached hereto and the maximum principal amount of obligations (including the reimbursement bonds for such purposes) to be issued for such projects will not exceed \$2,500,000.

Section 4. Reasonableness of Official Intent. On the date of this Resolution, the Mayor and Council of the City have a reasonable expectation (being that a prudent person in the same circumstances would have based on all the objective facts and circumstances) that it will reimburse such original expenditures with proceeds of such obligations. (Official intents have not been declared by the City as a matter of course or in amounts substantially in excess of the amounts expected to be necessary for such projects. Moreover, the City does not have a pattern (other than in extraordinary circumstances) of failure to reimburse actual original expenditures covered by official intents.)

Section 5. Reimbursement Period. With certain exceptions, an allocation in writing that evidences use of proceeds of the reimbursement bonds to reimburse the original expenditures shall be made not later than 18 months after the later of the date that the original expenditure is paid or the date the project is "placed in service," but in no event more than 3 years after the original expenditure is paid.

Section 6. Public Record. This Resolution shall be included as of the date hereof in the publicly available official records of the City, such records being maintained and supervised by the Clerk of the City, being the main administrative office of the City, and shall remain available for public inspection on a reasonable basis.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, THIS 7TH DAY OF AUGUST 2012.

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Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

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Steven B. Horton, Esq.  
City Attorney

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Marianne Jiménez, City Clerk

RESOLUTION NUMBER 2653  
EXHIBIT A

ORIGINAL EXPENDITURES INTENDED TO BE REIMBURSED

<u>Description of Original Expenditures</u>	<u>Amount of Expenditures</u>	<u>Dates of Original Expenditures</u>
MINGUS AVENUE RECONSTRUCTION AND ROUNDBOUT PROJECT FROM WILLARD STREET TO STATE ROUTE 89A	\$2,250,000	After May 31, 2012

# City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	August 7, 2012
<b>Subject:</b>	A.R.S. 38-961 - Supplemental Benefit Program for Public Safety Officers
Department:	HR
From:	Iris Dobler, Human Resources Manager

## **REQUESTED ACTION**

Staff is requesting that the Council review and approve the attached Supplemental Benefits Plan for Public Safety Officers retroactive to August 2, 2012, as presented.

## **SUGGESTED MOTION**

If the Council desires to approve this item the suggested motion is:  
I move that we approve the attached Supplemental Benefits Plan for Public Safety Officers retroactive to August 2, 2012, as presented.

## **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. We are bringing this to Council 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.

This new plan is a supplement to Workers Compensation and is designed to make an injured public safety employee whole while out on injury leave. Attached is a summary by the Arizona Municipal Risk Retention Pool and the League of Arizona Cities & Towns, along with a proposed policy that has been modified to conform to the City of Cottonwood.

Here are the highlights:

- Workers Compensation continues to pay 2/3 of employees 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

- Employer 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
- Freeze all leave accruals while on the plan

There are some things that the Council needs to consider in this policy:

- Do we create initial eligibility criteria in addition to those outlined in A.R.S. 38-961?
- Do we want to extend this plan past the mandatory six months to possibly one year?
- Do we establish any criteria that would render an employee ineligible for plan participation?
- Do we wish to extend these benefits to other employees besides those eligible under A.R.S. 38-961?

At this time, it is the 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**

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 *employee's share of retirement contributions*.

**COST/FUNDING SOURCE**

All of the costs for this plan will be absorbed by the General Fund unless the Council wishes to extend this plan to all employees.

**ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">PS Supplemental Benefits Plan.pdf</a>	PS Supplemental Benefits	Backup Material
<a href="#">SupplementalBenefitsOverview - AMRRP Overview.pdf</a>	Supplemental Benefits	Backup Material

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*CITY OF COTTONWOOD*  
*SUPPLEMENTAL BENEFITS PLAN FOR PUBLIC SAFETY OFFICERS*

**Purpose**

The purpose of this Supplemental Benefits Plan for Public Safety Officers (plan) is to meet the requirements of A.R.S. § 38-961 and provide additional economic benefits to sworn police officers and firefighters who are injured and eligible for a specific category of workers' compensation benefits.

**Eligibility**

The City of Cottonwood (City) has discretion to determine eligibility of an employee to participate or continue in this plan. To be eligible for supplemental benefits under this plan initially and to continue in the plan as described in this policy, the public safety employee must meet all of the following criteria:

1. Be a sworn police officer or firefighter, employed full-time by the City at the time of injury.
2. Be injured and eligible for workers' compensation benefits pursuant to A.R.S. §23-1021.
3. Be receiving workers' compensation lost-time wage replacement benefits pursuant to A.R.S. §23-1041 and related statutes.
4. Request supplemental benefits, in writing addressed to the City Human Resources office, within 30 days of receiving first payment of workers' compensation lost-time wage replacement benefits pursuant to A.R.S. §23-1041.
5. Follow all other procedures for requesting benefits as outlined in this policy or related documents.
6. Participate in all risk management activities related to his or her workers' compensation injury.
7. At time of initial application, be physically unable to return to work for the City in any capacity, including light duty assignments as determined by the City and as supported by the employee's physician or an independent medical exam (IME) ordered by the City directly or through its workers' compensation insurance carrier. The employee's inability to work in a capacity assigned by the City, including inability to work light duty assignments, must be supported by appropriate medical documentation in order for the employee to remain eligible under this supplemental benefits plan.
8. Remain a City full time employee during the time period the employee is receiving the supplemental benefits.

**Benefits**

All benefits under this plan will be provided while the employee meets all eligibility criteria, for a period up to six months from the date the employee receives first payment of workers' compensation lost-time wage replacement benefits pursuant to A.R.S. § 23-1041.

Benefits under this plan include:

1. Payment by the City of the difference in salary between the employee's base salary pre-injury, less taxes and the workers' compensation benefit paid to the employee under A.R.S. 38-961, and any other voluntary deductions on the part of the employee.
2. Continued payment of the City's employer portion of premium for health care benefits as was paid pre-injury and/or as is paid for other similarly enrolled employees. The employee remains responsible for paying the same portion of his/her health care benefits as was paid pre-injury and/or as is paid by similarly enrolled employees.
3. Payment by the City of both employer and employee contributions to the Public Safety Personnel Retirement System as based on the employee's pre-injury salary.
4. Credit for service in the Public Safety Personnel Retirement System at the same accrual rate as pre-injury.
5. Maintenance of accrued City leave balances at pre-injury level, including sick and vacation leave.

To the extent the employee is eligible for and receives salary or benefit changes while receiving benefits under this plan, the plan benefits will be adjusted accordingly. For instance, if all employees are provided automatic salary adjustments as part of an annual process, the employee will receive benefits under this plan based on his/her new adjusted salary as he/she would receive if not injured. Such adjustments may or may not benefit the employee. For instance, if during the benefit period under this plan the City changes employer health care benefits contributions from 80 percent to 70 percent, the employee may be required to pay additional premiums as would any other similarly situated employee.

### **Procedure**

- The City Human Resource's Office will receive all requests for plan benefits, in writing from the employee outlining the request and any relevant information needed for decision making by the City. Such request must be made within 30 days of the employee's receipt of his or her first lost-time wage replacement benefit paid under workers' compensation. The City Human Resource Manager will be the SBP administrator.
- The City SBP administrator will review the written request, the circumstances surrounding the injury, employee eligibility for workers' compensation, and any other relevant factors. Within 30 days of receipt of request for benefits under this plan, the SBP administrator shall provide employee with written determination of benefits eligibility under this plan.
- Supplemental benefits under the plan will be provided from the date of employee injury for a period not to exceed six months, as long as the employee continues to meet all eligibility criteria.
- Employees granted benefits under this plan will cooperate fully with the City, SBP administrator, and others working to coordinate benefits.
- The employee's City leave accounts will be frozen as of date of injury until conclusion of participation in the plan.
- If an employee is denied participation in the plan for any reason, he or she has a right to appeal such denial. The process for doing so is, exclusively, the following:

- ✓ Within ten (10) working days from receipt of denial letter file a written appeal with the City Human Resources Manager stating the reason for the appeal and facts that the employee wishes to have considered.
- ✓ Within five (5) working days the City Human Resources Manager will render a written opinion affirming or denying eligibility based upon the information provided.
- ✓ If the City Human Resources Manager is also the SPB administrator, the appeals process shall be to the City Council. Under such provision, the City Council shall have up to thirty (30) days to render written opinion.

NOTE: If an employee has taken advantage of this benefit, and it is later proven that the employee was not eligible, or willfully misled City management about the claim, that employee will reimburse the City and worker's compensation insurance for payments received.

## Supplemental Benefit Program for Public Safety Employees

Language contained in this memorandum has been prepared for information only. This information is not legal advice and should not be relied upon as such. Implementation needs within specific jurisdictions, the possibility for legislative changes, or differences in opinion and interpretation might suggest cities and towns seek legal advice from attorneys or other advisors.

### Overview

A.R.S. §38-961 requires any political subdivision or state agency that employs a public safety employee on a full-time basis and meeting certain criteria outlined in this policy to have in place a supplemental benefits plan (SBP or “plan”) for public safety employees. A.R.S. §38-961 takes effect on August 2, 2012 and is set for repeal September 30, 2014.

To become eligible for benefits under the plan, the public safety employee must have been injured in the line of official duty to the extent he or she cannot perform the functions of the position and must be receiving workers’ compensation benefits pursuant to A.R.S. §23-1041.

The plan must be structured to provide wage reimbursement and other benefits from the employer to approximate the public safety employee’s pre-injury base salary, minus taxes, for up to a six-month period. The employer can choose to extend the supplemental benefits for up to an additional six months for a total of one calendar year. A.R.S. §38-961 is specific as to certain benefits that must be provided under the plan.

Plan components relevant to municipalities under A.R.S. §38-961 include consideration of the following:

- **Public Safety Employee:** For purposes of SBP eligibility, a public safety employee is an individual who is a member of the Public Safety Personnel Retirement System or the Corrections Officer Retirement Plan or who is a probation officer, surveillance officer or juvenile detention officer employed by a city or town.

A.R.S. §38-961 does not include civilian employees of a public safety department, or volunteers. Nothing in this statute precludes a city or town from expanding coverage to other employee groups or classes.

- **Time Period for Coverage:** Benefits available under the SBP must be offered to eligible public safety employees for an initial six month time period with potential extension as determined by the city or town for an additional six month time period. The maximum time in the plan is one year.
- **Eligibility:** A.R.S. §38-961 specifically allows each city or town discretion to determine eligibility of an injured employee for supplemental benefits, within the parameters of the law. The employer can establish injury standards for plan eligibility and can exclude eligibility in cases where the injury is the result of gross negligence or other standards determined by the employer. It is important that cities and towns have policies and procedures in place alongside the plan to assure fair treatment of plan applicants.

Although city and town discretion regarding an employee’s eligibility is outlined in the law, there may be risks to a city or town in making eligibility determinations on a case-by-case basis. Cities and towns may find it administratively easier, less politically sensitive, and perhaps more risk tolerant to simply allow all employees eligible under the basic

criteria contained in A.R.S. §38-961 and the employer's specific uniform standards to participate in the plan.

The same evaluation might hold true for cities and towns in deciding whether to extend benefits for some or all employees who meet plan eligibility criteria beyond the initial six month plan duration and request continuation for the optional additional six months.

- **Accrual of Official Leave:** Public safety employees accepted into a SBP under A.R.S. §38-961 do not accrue any additional sick or vacation leave during the time they are in the plan, nor may the employee's sick leave or vacation time be decreased during the time they are in the plan. The injured employee should essentially be held steady with regards to accrual of official leave.
- **Accrual of Public Safety Retirement Benefits:** Under A.R.S. §38-961, the city or town must pay all employer *and* employee retirement plan contributions to the Public Safety Personnel Retirement System or the Corrections Officer Retirement Plan. The employee will continue to accrue credited service for purposes of retirement during the time they are on the plan.
- **Employer-Sponsored Health Benefits:** During an employee's time in the plan, the city or town will continue to pay employer-funded portions of any employer-sponsored health care plan. The employee will still be responsible for the employee's portion of a health care benefit and/or any elective healthcare options or additional insurance premiums normally paid by the employee.
- **Discipline:** Employees in the plan may be disciplined, including termination of employment, subject to city or town policies and agreements.
- **Risk Management Requirements:** A.R.S. §38-961 requires that employees accepted into the plan must comply with all risk management requirements, such as evaluation for transitional return to work or light duty assignment, or rehabilitation services and programs. Failure by the employee to comply can result in termination of supplemental plan benefits.
- **Other Benefits:** The provisions of the plan do not supersede any other plan or policy that provides greater benefits currently being offered by a city or town.

### **Suggestions for establishing and administering a SPB in cities and towns**

Because A.R.S. §38-961 requires formation of a supplemental benefits plan for public safety employees and prescribes certain provisions, the city or town council may not need to pass a resolution or ordinance to implement a plan and could instead establish the plan as part of administrative action. On the other hand, there are certain aspects of plan implementation that might suggest city or town council action via resolution or ordinance is preferable:

- Certain applications of the plan may require the city or town to exercise discretion in the administration of plan provisions, including the need to make decisions about individual eligibility for benefits or to continue in the plan.
- There may be optional benefits a city or town could elect to include in the plan.
- The requirement for the city or town to pay the employee's share of his or her normal retirement contribution obligates municipal funds to the benefit plan.

In addition, some cities or towns may have charter or code requirements that require such policies to be adopted by ordinance or resolution.

Regardless, it is a good idea to be sure the elected body knows about A.R.S. §38-961 and the plan being implemented. Input from the city or town manager, human resources director, risk manager, police chief, and fire chief is suggested. The city or town should request review and advice from legal counsel, as well.

Overall responsibility for administration and tracking of the SBP for public safety employees should be assigned to a single person in the city or town. This person will serve as the SBP administrator. Good candidates in a city or town for this role would be the manager, clerk, human resources director, risk manager, or similar senior staff person. It is probably best to avoid assignment of these responsibilities to the police chief or public safety staff, although sometimes it may be necessary to do so.

The designated SBP administrator should:

- Communicate and coordinate with the city or town manager, elected body, injured employee, workers' compensation carrier, and other staff as necessary.
- Determine eligibility for benefits as defined in the plan, or escalate the decision as appropriate.
- Maintain all records associated with the plan in compliance with federal laws, Arizona Revised Statutes and local ordinances pertaining to records retention, destruction and archiving.

If the city or town has a *risk manager*, the following tasks may be best suited to that role. Otherwise, the SBP administrator should also:

- Assist city or town departments in locating light-duty assignments for injured employees eligible for the plan.
- Track and evaluate the implementation, value, and total costs of the plan, including direct and indirect expense.
- Communicate with key workers' compensation claim participants including the injured employee, claims adjuster, nurse case manager, vocational rehabilitation consultant, or others in the employee's rehabilitation and return-to-work program.
- Create additional controls to limit the possibility of fraud or abuse under the plan.

If the city or town has a *human resources director*, the following tasks may be best suited to that role. Otherwise, the designated SBP administrator should also:

- Review and revise personnel policies and employee benefit programs as needed to maintain consistency with the plan.
- Communicate terms of the plan to public safety employees and coordinate communication upon an employee's injury that suggests possible eligibility under the plan.
- Educate department heads and supervisors about the plan, their role in working with injured employees, and related matters.
- Assist in locating light duty assignments for employees eligible for the plan.
- Help evaluate the plan to determine impacts on the city or town.

- Ensure continuation of employee health insurance benefits and appropriate communication of the same.

There are several payroll-related and financial tracking tasks appropriate for a city or town *finance director*, or similar role, to manage. These tasks include:

- Freeze the injured employee's existing leave accruals during his or her time in the plan.
- Issue supplemental payments under the plan, applying the same tax status as applied at time of injury.
- Ensure the employee receives appropriate retirement credit during period of injury, including continued accrual in the Public Safety Personnel Retirement System or the Corrections Officer Retirement Plan.
- Adjust payroll deductions as needed to cover voluntary deductions by the employee.
- Calculate the correct application of benefits and any reimbursements due the employee given timing of notice by the employee, receipt of workers' compensation lost-time wage replacement benefits, and related administrative timing.
- Ensure the injured employee is not unlawfully enriched.
- Track costs of administering and implementing the plan to assist in its overall evaluation.

### **Eligibility and related considerations**

Under A.R.S. §38-961, plan benefits must be provided to eligible employees for an initial period of six months. Benefits can be extended for an additional six month time period at the discretion of the city or town. Benefits under this plan terminate after a period of one year as noted in statute, although a city or town could decide to offer benefits in addition to those required under A.R.S. §38-961.

There are some administrative necessities regarding eligibility simply not addressed by A.R.S. §38-961, such as how long an employee has to notify the city or town about application for benefits. These kinds of administrative issues are addressed in the baseline policy contained at the end of this memo and can be adapted to meet the specific needs in a city or town.

Notwithstanding administrative provisions, key policy considerations for a city or town related to implementation of *eligibility criteria* include:

- Whether to create initial additional eligibility criteria consistent with A.R.S. §38-961 and how to evaluate an individual's eligibility for plan benefits if such criteria are established.
- Whether to create additional or different criteria for continuation into the optional six-month extension period, and how to adjudicate applications for such continuation.
- Whether to establish any criteria outlining circumstances that would render an employee ineligible for plan participation.
- Whether to extend some or all benefits to other employees, not otherwise eligible under A.R.S. §38-961.

The intent of A.R.S. §38-961 is to make sure injured public safety employees are "made whole" with regard to salary during a period of time they are off work. Since workers' compensation benefits also provide limited wage replacement benefits, the primary beneficiaries under A.R.S.

§38-961 will be injured employees making more than the maximum average monthly wage upon which benefits are calculated under workers' compensation laws.

All injured public safety employees eligible under the plan will benefit from the law's requirement that the city or town pay the *employee's share of retirement contributions*. Because this will mean additional cost for cities and towns, and a substantial benefit for injured employees, some cities and towns may be concerned about protecting against fraud or abuse of the plan through application of discretionary evaluation of eligibility.

As a protection for the city or town, A.R.S. §38-961 requires injured employees to comply with all risk management requirements, including evaluation for light duty, rehabilitation programs, etc. Failure to do so can result in termination of the SPB for that employee.

A city or town can also establish criteria that would make an employee ineligible for benefits under the plan. For instance, the city or town could establish that an employee will be considered ineligible for benefits under the plan, regardless of any other determination under workers' compensation or any other benefit, if the employee's injury results from or is worsened in whole or part by:

- Horseplay;
- Unapproved physical activities, including physical fitness activities whether or not during work hours;
- Misuse of tools or equipment;
- Any form of dishonesty surrounding the cause of injury.

Cities and towns should think carefully about application of eligibility (or ineligibility) criteria. There may be social, political, economic, or legal risks to a city or town making eligibility determinations on a case-by-case basis. Cities and towns may find it administratively easier, less politically sensitive, and perhaps more risk tolerant to simply allow all employees eligible under the basic criteria contained in A.R.S. §38-961 to participate in the plan.

The same is probably true in deciding whether to extend benefits for some or all employees who meet plan eligibility criteria beyond the initial six month plan duration. Decisions about eligibility are key to discuss with city or town legal counsel.

## City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	August 7, 2012
<b>Subject:</b>	Award of Bid - Custodial/Janitorial Maintenance Services (City Wide Contract)
Department:	Community Services
From:	Richard Faust, Community Services General Manager

### **REQUESTED ACTION**

Staff is requesting Council consider awarding the "Custodial/Janitorial Services" contract to WCD Enterprises LLC for a three (3) year contract operation.

### **SUGGESTED MOTION**

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

Motion to approve the awarding of the Custodial/Janitorial Services (City-wide) contract to WCD Enterprises LLC in the amount of \$217,860.

### **BACKGROUND**

## **BACKGROUND**

Council has authorized services for this city wide contract over the past 14 years pertaining to the cleaning and sanitizing of all city buildings, facilities and park areas. Previous bid amount in 2007 (awarded to Richardson's LLC of Cottonwood, Arizona) was for \$129,607.50. In 2007, the City did not have the Library addition of approximately 9,000 square feet; addition of 53,000 square foot Recreation Center; Verde Valley Transit Facility at 3,200 square feet; new Court Building at 5,600 square feet, nor the Development Services Dept. facility at approx. 4,500 square feet. Approximate increase square footage totals of nearly 72,000 square feet to building facilities since 2007.

Current costs for Custodial/Janitorial operations over the past year have been close to \$230,000 including all City facilities and the Recreation Center Building facilities. In final, additional requirements were added into the bid document for additional cleanings and more services at the Recreation Center, Library and other areas of bid requirements for additional carpet and tile cleanings to keep City facilities looking new and maintain overall building systems for health and safety of both staff and the public.

Four (4) bids were received in July from advertisements as follows:

Bid Contractor	Amount
WCD Enterprises, LLC 28150 N. Alma School Pkwy, #103-452 Scottsdale, Arizona 85262	<b>\$217,860.00</b>
Accurate Building Maintenance, LLC 3062 Sheridan St. Las Vegas, Nevada 89102	<b>\$226,936.00</b>
Bradshaw Cleaning Services 3528 S. Amanda Street Flagstaff, Arizona 86001	<b>\$259,694.40</b>
Richardson's LLC 1894 Carpenter Lane Cottonwood, Arizona 86326	<b>\$264,733.20</b>

**JUSTIFICATION/BENEFITS/ISSUES**

This item (contract service) is an integral part of the FY 2012/13 budget cycle. Costs are born by each department line item budget throughout the City. This bid was advertised as a three (3) year bid package with opportunity for two successive years as authorized by the City Council on a year to year basis beginning August 2015.

Staff did research pertaining to references and current service contracts with various company's throughout the State of Arizona and locally. All references were positive and very explicit as to WCD Enterprises, LLC capabilities and professionalism with large facilities needing immediate attention and constant awareness of needs for public use, safety and health. Currently, WCD Enterprises LLC has the current contract with Scottsdale Municipal Stadium in Scottsdale, Arizona, has over 100,000 square feet of United States Post Office accounts throughout the southwest since 2007; has over 75,000 square feet of accounts with AT&T Retail Stores since 2010; provides services to State ADOT throughout the State of Arizona since 2008; and has local contracts with Bank of America, Chase Bank and several Medical Buildings in the Cottonwood/Verde Valley area.

**COST/FUNDING SOURCE**

Staff can identify that the "qualified low bid amount was received at \$217,860.00 from WCD Enterprises, LLC of Scottsdale, Arizona. The local company of WCD Enterprises, LLC is a reputable regional company throughout Texas, Louisiana, Oklahoma and Arizona. Costs will be split out per department as in previous years through general funds identified for this type of service.

**ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">Solicitation Tabulation Form.pdf</a>	Solicitation Tabulations	Backup Material
<a href="#">WCD Enterprises LLC.pdf</a>	WCD Enterprises	Backup Material
<a href="#">Richardson s LLC.pdf</a>	Richardson's LLC	Backup Material
<a href="#">Bradshaw Cleaning Services.pdf</a>	Bradsaw Cleaning	Backup Material
<a href="#">Accurate Building Maintenance, LLC.pdf</a>	Accurate Building	Backup Material

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# City of Cottonwood

## SOLICITATION TABULATION

Project Name:           Custodial/Janitorial Maintenance Services          

Solicitation Number:           2012-PR-02          

Solicitation Opening Date:           July 11, 2012 @ 2:00 p.m.          

Firm Name	Annual Bid Amount	Addenda Acknowledged?		
Accurate Building Maintenance	\$226,936	Y		
WCD Enterprises LLC	\$217,860	Y		
Bradshaw Cleaning Services	\$259,694.40	Y		
Richardson's LLC	\$264,733.20	Y		

Notes:           Richardson, LLC in attendance (Travis Melton)          

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT C  
BID SECTION**

(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: WCD Enterprises, LLC

Contact Name: Tanya Fullington

Principal Address: 28150 N. Alma School Pkwy #103-452  
Scottsdale, AZ 85262

Phone: (480) 570-6135 Fax: (480) 683-0011

E-Mail: tanya.e.garcia@gmail.com

Local Address: -

Type of Organization: Commercial janitorial; landscape maintenance

Tax ID #: 77-0700940 State of Arizona Commercial License #: -

City of Cottonwood Business Registration #: -

2. Exceptions to IFB (§3.5.4 Exceptions to IFB): none

3. Disclosure of Debarment Information (§3.5.5 Disclosure): na

4. Brief Description of Company Qualifications and History (attach a separate sheet of paper as needed):

see attached

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Company Mission Statement: \_\_\_\_\_

see attached

\_\_\_\_\_

\_\_\_\_\_

6. Brief Description of Company Experience (attach a separate sheet of paper as needed): \_\_\_\_\_

*see attached*

7. National or State Organizations or Certifications: *n/a*

8. Current List of Business Serviced and How Long Contracted (attach a separate sheet if necessary):

	<u>Business Name</u>	<u>Length of Contract</u>
1)	_____	_____
2)	<i>see attached</i>	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____

9. Specialty Areas Within Your Business (i.e. carpet cleaning, grout and tile cleaning/restoration services, concrete cleaning, et.c):

*carpet cleaning, strip/wax, buffing, machine scrub,  
window cleaning, landscape maintenance*

10. References (must be provided) *see attached*

Provide names, addresses and telephone numbers of government agencies/businesses to which you have provided similar goods or services.

A. Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Goods or services supplied and when provided: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

B. Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Goods or services supplied and when provided: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

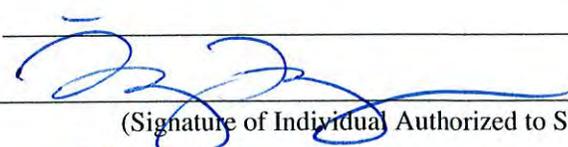
C. Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Goods or services supplied and when provided: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

11. Receipt of Addenda:  
 Bidder acknowledges receipt of the following Solicitation Addendum(s):

<u>Addendum No.</u>	<u>Date</u>
1	7/2/12
2	7/5/12

12. Other Information Requested: \_\_\_\_\_

13. Intent to be Bound by Bid: \_\_\_\_\_

  
 \_\_\_\_\_  
 (Signature of Individual Authorized to Sign Bid)  
 Tanya Fullington  
 \_\_\_\_\_  
 (Printed Name of Individual Authorized to Sign Bid)

**EXHIBIT E**  
**CERTIFICATE OF INSURABILITY**

I hereby certify that as a Bidder to City of Cottonwood (City) for Solicitation No. 2012-PR-02, I am fully aware of insurance requirements contained in the Contract and by the submission of this bid. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Contract and shall be subject to penalties up to and including termination of the Contract at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.

Company/Business Liability Carrier: \_\_\_\_\_

General Liability Insurance Carrier: \_\_\_\_\_

Automotive Liability Insurance Carrier: See attached

Worker's Compensation Insurance Carrier & Number: \_\_\_\_\_

Bonding Agent/Company & Number: \_\_\_\_\_

  
\_\_\_\_\_  
Signature of Bidder

WCD Enterprises  
\_\_\_\_\_  
Company

2/10/12  
\_\_\_\_\_  
Date

**EXHIBIT F**  
**CONTRACTOR IMMIGRATION WARRANTY**  
 (To Be Completed by Contractor Prior to Execution of Contract)

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

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

<b>Contract Number:</b> 2012-PR-02		
<b>Name (as listed in the contract):</b> WCD Enterprises, LLC		
<b>Street Name and Number:</b> 28150 N. Alma School Pkwy #103-452		
<b>City:</b> Scottsdale	<b>State:</b> AZ	<b>Zip Code:</b> 85262

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this Contract;
2. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. All subcontractors performing work under this Contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: Tanya Fullington

Title: Account Manager

Date (month/day/year): 2/10/12

**EXHIBIT H  
NON-COLLUSION AFFIDAVIT**

STATE OF:                    )  
                                      ) ss  
CITY OF:                    )

Tanya Fullington  
(Name of Company, Representative)

being first duly sworn, deposes and says:

That she/he is Account Manager of WCD Enterprises, LLC  
(Title) (Name of Company)

and

That pursuant to Section 112 (C) of Title 23 USC or other applicable laws, he/she certifies as follows:

That neither he/she nor anyone associated with the said

WCD Enterprises, LLC  
(Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding for the bid for the:

**Custodial/Janitorial Maintenance Services**

This bid is genuine and not made in the interest of or on behalf of any undisclosed firm or corporations and is not submitted to conform to any agreement or rules of any group, association, organization or corporation. Bidder has not submitted a false bid or solicited whether directly or indirectly with any other Bidder to submit a false bid which would give one particular bid any advantage over others or the owner.

By: [Signature]  
(Signature of Individual/Representative)

STATE OF:                    )  
                                      ) ss.  
COUNTY OF:                )

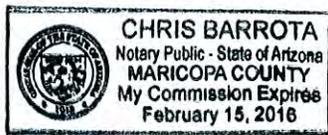
On this the 10 day of July, 20 12, before me, the undersigned NOTARY PUBLIC, personally appeared \_\_\_\_\_, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

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

[Signature]  
NOTARY PUBLIC

My Commission Expires: 02-15-16

SEAL



**EXHIBIT G  
DISCLOSURE OF RESPONSIBILITY STATEMENT**

- A. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.  
\_\_\_\_\_ *n/a*
- B. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the contractor.  
\_\_\_\_\_ *n/a*
- C. List any convictions or civil judgments under state or federal antitrust statutes.  
\_\_\_\_\_ *n/a*
- D. List any violations of contract provisions such as failing to perform (without good cause), or unsatisfactory performance, in accordance with the specifications of a contract.  
\_\_\_\_\_ *n/a*
- E. List any prior suspensions or debarments by any governmental agency.  
\_\_\_\_\_ *n/a*
- F. List any contracts not completed on time.  
\_\_\_\_\_ *n/a*
- G. List any penalties imposed for time delays and/or quality of materials and workmanship.  
\_\_\_\_\_ *n/a*
- H. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.  
\_\_\_\_\_ *n/a*

I, Tanya Fullington, as Account Manager  
Name of Individual Title & Authority  
 of WCD Enterprises, LLC, declare under oath that the above statements, including  
Company Name

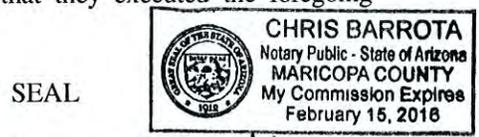
any supplemental responses attached hereto, are true.

By: \_\_\_\_\_  
(Signature of Individual/Representative)

STATE OF: \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF: \_\_\_\_\_ )

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

IN WITNESS WHEREOF I hereunto set my hand and official seal.  
 \_\_\_\_\_  
 NOTARY PUBLIC



SEAL  
 My Commission Expires: 02-15-16

**REVISED EXHIBIT D  
 BID SHEET**

City Building/Facility	Square Footage	# of Days/Week	Weeks/Year	Total Cost
City Hall	2,616	3	52	\$ 3,480. <sup>00</sup>
Business Assistance Center	2,720	2	52	\$ 2,760. <sup>00</sup>
Finance/Human Resources	2,530	2	52	\$ 2,760. <sup>00</sup>
Civic Center	5,876	2	52	\$ 4,140. <sup>00</sup>
Council Chambers	2,016	2	52	\$ 2,640. <sup>00</sup>
City Clerk's Office	1,400	2	52	\$ 2,520. <sup>00</sup>
Court Facilities	5,600	3	52	\$ 5,400. <sup>00</sup>
Waste Water Treatment Plant	1,872	2	52	\$ 2,640. <sup>00</sup>
Library	23,400	4	52	\$ 28,680. <sup>00</sup>
Recreation Center Facility	48,366	7	52	\$ 86,820. <sup>00</sup>
Recreation Center Offices, Work Areas, Break Room, Conference Room and Hallway	2,400	3	52	\$ 3,420. <sup>00</sup>
Cottonwood Airport	1,813	2	52	\$ 2,640. <sup>00</sup>
Old Town Conference Room	1,000	1	52	\$ 1,740. <sup>00</sup>
Cottonwood Aquatics Center	828	7	52	\$ 6,420. <sup>00</sup>
Garrison Park Public Restrooms	432	7	52	\$ 6,300. <sup>00</sup>
Riverfront Park Public Restrooms	340	7	.52	\$ 6,300. <sup>00</sup>
Riverfront Little League Public Restrooms/Complex	1,832	7	52	\$ 6,420. <sup>00</sup>
Public Works Building	2,650	2	52	\$ 2,820. <sup>00</sup>
Old Town Jail Facility	616	1	52	\$ 1,680. <sup>00</sup>
City Hall Public Restrooms (outside of building)	270	5	52	\$ 4,620. <sup>00</sup>
Public Safety Building – Police/Fire Departments	28,046	3	52	\$ 24,960. <sup>00</sup>
Community Development and Utilities Building	4,451	3	52	\$ 5,100. <sup>00</sup>
Verde Valley Transit Facility	3,200	3	52	\$ 3,600. <sup>00</sup>
<b>Total Base Bid Costs</b>	<b>144,274</b>			<b>\$ 217,860.<sup>00</sup></b>

Costs per hour for Emergency/After Hours Call Out	\$ 20. <sup>00</sup>
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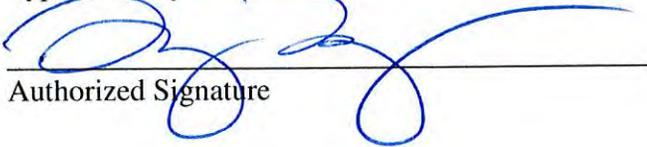
Bidder hereby certifies by signing and submitting this bid, that they have read and fully understand, and will comply with the Invitation for Bids.

W D Enterprises, LLC  
 Corporate Name

Scottsdale, AZ 85262  
28150 N. Alma School Pkwy #103-452  
 Address

commercial janitorial  
 Type of Entity

Arizona  
 State of Incorporation

  
 Authorized Signature

Tanya Fallington  
 Printed Name

**WCD ENTERPRISES, LLC**  
**DESERT COMMERCIAL SERVICES**  
**28150 N. ALMA SCHOOL PKWY, #103-452**  
**SCOTTSDALE, AZ 85262**  
**480-415-3416 (o) 480-683-0011 (f)**  
[wes.dryden@yahoo.com](mailto:wes.dryden@yahoo.com)

**TO WHOM IT MAY CONCERN,**

**DESERT COMMERCIAL SERVICES** was established in 2006 to bring quality janitorial services to commercial clients in Arizona. **DESERT COMMERCIAL SERVICES** has expanded its operation into the landscape market. Our landscape division was established in 1984 in Houston and Dallas, Texas. **DESERT COMMERCIAL SERVICES** expanded its janitorial services nationwide in January, 2010 and in July, 2010 we opened satellite offices in Dallas/Ft. Worth, Houston, Oklahoma City, and New Orleans. A corporate program can be established for multiple locations. We are equipped to do the routine duties, as well as requested services needed. **DESERT COMMERCIAL SERVICES** has over 15 years of experience trimming palm trees.

Our company provides service for the entire State of Arizona. We hire our workforce in each location with monthly visits from our Quality Control Managers. The corporation's owners are personally involved in all aspects of daily operations and strive to achieve and enforce proper execution of all contracts with a personal touch. Our operation's manager has over 10 years experience in the janitorial and the landscape service industry. The company carries workmen's compensation, auto/general liability, and a fidelity bond.

**DESERT COMMERCIAL SERVICES** provides janitorial and landscape services to banks, corporate office buildings, United States Post Offices and many other facilities. Upon request, we can provide a list of our satisfied clients, and references regarding the services we offer. Please feel free to contact us at (480) 415-3416 or (480) 570-6135 or e-mail at [wes.dryden@yahoo.com](mailto:wes.dryden@yahoo.com) or [tanya.e.garcia@gmail.com](mailto:tanya.e.garcia@gmail.com) in closing, we would like to thank you again for your time and consideration.

Best Regards,  
**WCD ENTERPRISES, LLC**

Tanya Fullington

**WCD ENTERPRISES, LLC**  
**DESERT COMMERCIAL SERVICES**  
**28150 N. ALMA SCHOOL PKWY, #103-452**  
**SCOTTSDALE, AZ 85262**  
**480-415-3416 (o) 480-683-0011 (f)**  
[wes.dryden@yahoo.com](mailto:wes.dryden@yahoo.com)

## **COMPANY PROFILE**

**Desert Commercial Services is a Professional Facility Service Company that was established in 2006 in Phoenix, Arizona.**

Our company is divided into three service divisions:

- Facilities Maintenance
- Janitorial
- Landscaping & Maintenance

Defined as **Total Facilities Services** these three divisions fulfill through the provision of technology, state of the art chemical and equipment, and the most current innovative accepted best practices as to policies and procedures, the ultimate in service to our clients.

**Desert Commercial Services** performs Facility Services for many commercial and non-commercial properties.

**Desert Commercial Services** takes pride in using only Quality products, Professionally skilled workers and utilizes the latest State-Of-The-Art equipment in offering our wide range of Facility Maintenance Services.

**Desert Commercial Services**, incorporates an on-going Training program and Quality Control program to insure our clients level of expectations are met on a continuous basis.

**Desert Commercial Services** believes the primary element in the successful performance of contract janitorial service is Management and Supervision. Our field organization structure is designed to maintain a field level response team authorized to address the customers needs without delay or consultation.

The Operation Manager's primary purpose and responsibility is to increase the operation effectiveness of all the workers under his supervision. The Operation Managers train and assists personnel. They maintain client contact and assist them with any situations they may have. They are fully responsible for maintaining the quality of our services. The Supervisor or Crew Foreman handles front line, on-the-job supervision.

With a collective managerial and operational skills, **Desert Commercial Services** has continued to grow both in size and reputation. We pride ourselves in being able to meet the highest expectation of our many satisfied clients. Our capabilities and wide range of services ensures **Desert Commercial Services** commitment to the provision of "Uncompromising Excellence".

**WCD ENTERPRISES, LLC**  
**DESERT COMMERCIAL SERVICES**  
**28150 N. ALMA SCHOOL PKWY, #103-452**  
**SCOTTSDALE, AZ 85262**  
**480-415-3416 (o) 480-683-0011 (f)**  
[wes.dryden@yahoo.com](mailto:wes.dryden@yahoo.com)

***INSURANCE:***

**Desert Commercial Services** carries comprehensive *Liability Insurance*, to cover bodily injury for each person, each occurrence, and for each property damage. For your own protection and ours, we also carry *Janitorial Bond*. Certificates of insurance will be submitted to you upon request.

***PROPOSAL TO PERFORM SERVICES:***

**Desert Commercial Services** proposes to perform the maintenance services as set forth in the RFP. We have analyzed the specifications and propose the following details. Our company fully intends to maintain and enhance the level of quality and cleanliness that is expected, and which you deserve. We always give ourselves enough lead time to order and deliver the tools, equipment, and supplies which are needed for your facility so that we can be fully operational when our employees report for work. Additional supervision will be in place to assure your satisfaction for a smooth transition of our service into an efficient operation.

***PERSONNEL AND SECURITY:***

We are an independent contractor, and all personnel employed by our company for your custodial project will be **Desert Commercial Services** contractors. Our contractors are screened for ability and moral character. We will, however, at your request; remove any contractor from the job with whom you are uncomfortable. The work in your facility will always be performed by a permanent contractor of **Desert Commercial Services**. Our contractors will be instructed in your security procedures and will comply with them. Keys that are issued to your facility for our use will be at all times accounted for.

**WCD ENTERPRISES, LLC**  
**DESERT COMMERCIAL SERVICES**  
**28150 N. ALMA SCHOOL PKWY, #103-452**  
**SCOTTSDALE, AZ 85262**  
**480-415-3416 (o) 480-683-0011 (f)**  
[wes.dryden@yahoo.com](mailto:wes.dryden@yahoo.com)

## **CORPORATE PROFILE**

**CORPORATE NAME:** WCD Enterprises, LLC

**TRADE NAME:** Desert Commercial Services

**BUSINESS ADDRESS:** 28150 N. Alma School Pkwy  
#103-452  
Scottsdale, AZ 85262  
Tel: (480) 415-3416  
Fax: (480) 683-0011

### **BUSINESS IDENTIFICATION**

#### **NUMBERS:**

<b>Federal Identification</b>	77-0700940
<b>General Liability</b>	1,000,000.00
<b>Auto Liability</b>	1,000,000.00
<b>Worker's Comp</b>	100,000/500,000/100,000
<b>Insurance Carrier</b>	American General Insurance

#### **OFFICERS:**

<b>C.M. Dryden</b>	President & Office Administrator
<b>W.I. Dryden</b>	Vice President & Sales Director

**WCD ENTERPRISES, LLC**  
**28150 N. ALMA SCHOOL PKWY, #103-452**  
**SCOTTSDALE, AZ 85262**  
**480-415-3416 (o) 480-683-0011 (f)**  
[wes.dryden@yahoo.com](mailto:wes.dryden@yahoo.com)

**UNITED STATES POST OFFICE**

Multiple Locations-(local and nationwide)

**Approximately 100,000 SF**

Warren Pender

Phone: 800-995-5326 ext. 227

Email:

**Janitorial Services**

**2007-Present**

**AT&T RETAIL STORES**

Multiple Locations (local & nationwide)

**Approximately 75,000 SF**

Cody Van Dyke

Phone: 800-995-5326 ext. 247

Email:

**Janitorial Services**

**2010-Present**

**COVERALL OF ARIZONA-MEDICAL FACILITIES**

Multiple Locations

**Approximately 19,000 SF**

Ken Abrams

Phone: 602-468-1700

Email: kabrams@coverallwarjon.com

**Janitorial Services**

**2008-Present**

**JAN PRO-MEDICAL FACILITIES/WASTE MANAGEMENT**

Vito Chiarito (local & nationwide)

Phone: 602-438-1000

Email: Vito.chiarito@jan-pro.com

**Janitorial Services**

**2010-Present**

**MERCHANT MAINTENANCE-BANK FACILITIES**

Lee Gorsuch

Phone: 602-254-3646

Email: lee@mbmonline.com

**Janitorial Services**

**2008-Present**

**ARIZONA DEPARTMENT OF TRANSPORTATION**

Anthony Martinez

928-681-6019

Art Valdez

520-364-4742

Fax 520-364-9701

**Janitorial Services**

**2008-Present**

**UNION PACIFIC RAILROAD**

Multiple Locations-(local and nationwide)

**Approximately 10,000 SF**

David Croyle

Phone: 512-818-6876

Fax: 512-271-4186

**Janitorial Services**

**2011-Present**

# WCD ENTERPRISES, LLC

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## PROJECT START-UP

WCD Enterprises, LLC uses pre-employment.com for background checks required or we submit names to local police agencies where required.

On approval, WCD Enterprises, LLC badges and uniforms are provided to our custodians for easy identification at each site.

Shirts are grey in color with our name printed on back. Personnel wear work shoes and appropriate work pants. If a Day porter is committed to a facility the uniform can conform to our clients requests.

Training will be accomplished through the Operations Manager and Supervisor for the project.

The Operations Manager and Supervisor arrange meetings as required with the facility managers at the location site. We then customize a communication method for the facility. We are on call 24/7.

Equipment and materials to be used at the facility can be inspected and safety inspections will be conducted outside. MSDS manuals will be provided in janitorial closet of the facility and will be placed prior to the start of service.

The exchange of keys and security codes will be set up with the Operations Manager.

Inventory and equipment storage will be accomplished as sites where appropriate on the start day of service.

28150 N Alma School Pkwy #103-452\*Scottsdale, AZ 85262\*  
OFFICE: 480-415-3416 \* FAX: 480-683-0011

# WCD ENTERPRISES, LLC

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## Employee Screening Process

WCD Enterprises, LLC uses CDG for security screening and background checks.

The steps taken to screen our cleaners for security are as follows:

1. Employer signs service agreement
2. Applicant signs release form
3. E-verify completed
4. Employer requests consumer report
5. Adverse information obtained and Adverse decision made
6. Applicant is supplied with verbal, written or electronic notification of the adverse action. Name, address, toll-free number of Pre Employ.com, plus a statement Pre-Employ.com did not make the decision
7. Copy of Consumer rights
8. Copy of Consumer report
9. No Adverse information obtained
10. Applicant hired

28150 N Alma School Pkwy #103-452\*Scottsdale, AZ 85262\*  
OFFICE: 480-415-3416 \* FAX: 480-683-0011

# WCD ENTERPRISES, LLC

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## Drug Screening Program

WCD Enterprises, LLC pre-employment policy requires all new hires to be tested for Alcohol and Substance abuse prior to employment. This is done at WCD Enterprises, LLC expense.

WCD Enterprises, LLC employees who refuse to submit to the testing and/or have a “positive” test results are automatically excluded from work.

Any person on the job who has a “positive” test result is immediately replaced.

## First Aid and CPR Training

WCD Enterprises, LLC provides training for First Aid CPR procedures. Referrals are made to the American Red Cross certification in these procedures, which is done at our cost. The certification requires two days training.

28150 N Alma School Pkwy #103-452\*Scottsdale, AZ 85262\*  
OFFICE: 480-415-3416 \* FAX: 480-683-0011

## WCD ENTERPRISES, LLC

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### Insurance

WCD Enterprises, LLC carries comprehensive Liability Insurance, Worker's Compensation, and a Fidelity Janitorial Bond.

### Proposal to Perform Custodial Services

WCD Enterprises, LLC will perform the custodial services as set forth in the RFP. We study the specifications and propose our game plan for providing the services required to clean the facility. Our company will maintain and enhance the quality and cleanliness expected.

We provide enough time to order and deliver the equipment and supplies needed for each facility, so when our crew arrives they are ready to proceed with the work to be performed. We seek to have a smooth transition to assure your satisfaction with the services we will be providing.

### Personnel and Security

WCD Enterprises, LLC personnel are provided with shirts and picture identification for the facilities we service.

We screen for ability and moral character. If at any time you should feel uncomfortable with our personnel we will remove him/her from the premises and replace with a new cleaner.

The work at your facility will always be performed by a permanent crew of WCD Enterprises, LLC carrying photo I.D. badges. Our personnel will be instructed in your security procedures and will comply with them. Keys that are issued for our use will always be accounted for by the supervisory personnel. WCD Enterprises, LLC is fully insured.

## WCD ENTERPRISES, LLC

### IS AN EQUAL OPPORTUNITY EMPLOYER

28150 N Alma School Pkwy #103-452\*Scottsdale, AZ 85262\*

OFFICE: 480-415-3416 \* FAX: 480-683-0011

# WCD ENTERPRISES, LLC

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## AZ Workmen's Compensation Laws General Industrial Safety Order

The occupational Safety and Health Act of 1970 clearly states our common goal of safe and healthful working condition. Safety and health of our personnel is our first consideration in the operation of our business.

Supervisors are required to inspect on the facility on a regular basis. They are responsible in developing an attitude toward safety and health and to ensure all operations are performed with regard to the safety and health of all personnel involved. They are to provide routine inspection reports and attend meetings regarding any issues, which need to be addressed.

## Personnel Communication Memo

It is WCD Enterprises, LLC intent to comply with all laws regarding the work areas, so we are attentive to conditions in all work areas that could produce injuries. No personnel is required to work at a job he/she knows is not safe or healthful. We ask our personnel to cooperate in detecting issues and in turn controlling this condition. Personnel are to inform the supervisor immediately of any situation beyond their control to correct. Our supervisor will then explain the product and equipment safety requirement.

28150 N Alma School Pkwy #103-452\*Scottsdale, AZ 85262\*  
OFFICE: 480-415-3416 \* FAX: 480-683-0011

# WCD ENTERPRISES, LLC

## Training Procedures

WCD Enterprises, LLC is an equal opportunity employer compliant with all laws and regulations applicable to the fair employment practices.

### Initial Training

A one-week training with WCD Enterprises, LLC will be provided with an on-site supervisor to acquaint you with the everyday routine of janitorial services. Within the one-week training you will be instructed accordingly:

A.	Regular cleaning
B.	Chemicals and the safe use - with a review of MSDS manual
C.	Tools and Equipment in the use and proper maintenance
D.	The importance of restroom cleanliness
E.	The importance of floor care service

At the end of the training period personnel will be assigned to facility location for servicing.

28150 N Alma School Pkwy #103-452\*Scottsdale, AZ 85262\*  
OFFICE: 480-415-3416 \* FAX: 480-683-0011



## WCD ENTERPRISES, LLC

### Quality Control Program

The success to our operation is based on the planning, schedule, monitor, and execution of the work that we do. WCD Enterprises, LLC believes our personnel should be able to perform any and all cleaning area duties assigned to them. The assignments are based on the cleaning frequencies, the type of room, space, or area.

The supervisors are responsible for day-to-day operations. He/she will oversee weekly inspections reports to make sure the job is being accomplished and that the cleaner understands the work level and the quality that is expected.

Monthly inspections are conducted by management to ensure the supervisors are in compliance with the quality control program.

### Quality Control Checklist, Work Request Forms, & Critical Incident Reports

WCD Enterprises, LLC has developed a task frequency checklist for supervisory inspections and for monitoring work performance. The forms are amenable for easy binding the reports and rating the crew's performance. Our supervisors and Operations Manager are skilled at developing the forms according to the site requirements. The forms are useful in both quality assurance and investigation of any incident that may occur.

### Quality Control and Inspections

Quality Control and inspection checklists are adapted to the facility, which is being serviced.

The inspections are conducted nightly and reviewed to correct areas that need to be adjusted to the specifications of the client. A work order is given to personnel to address those areas. The supervisor is responsible for tracking supplies, restroom supplies and liners, so they are in place without interruption to the client.

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# WCD ENTERPRISES, LLC

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## Equipment and Supplies

WCD Enterprises, LLC maintains accounts for equipment and supplies. All chemicals used are OSHA approved. There are multiple products that help us complete the work without potential problems, MSDS manuals are always available for our cleaners.

A list of janitorial equipment and supplies are available to all of our clients. Provided upon request. We can provide **GREEN PRODUCTS** and time saving devices.

## Problem Prevention

WCD Enterprises, LLC seeks to be proactive in preventing problems. Our policy for our personnel is to be thoroughly trained and completely equipped at all times in order for the job to be accomplished safely, effectively, and properly.

We seek to have management and staff in proper attire for cleaning, uniform availability, addresses and phone numbers to be current and available.

Supervisors are required to maintain equipment to be in working order at all times.

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# WCD ENTERPRISES, LLC

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## Special Training

To become a trained janitorial worker with the opportunity of supervisory capability, we train them to know the operations of our floor machines, which require special attention and skill in the maintenance and use of the machinery. With the training plan, the personnel will be given hands on training and explanation of the machines. At the end of the training they will be knowledgeable in the use of high-speed floor machines, as well as, carpet machines.

## Janitorial Texts

WCD Enterprises, LLC has access to a wide variety of janitorial material for review. We have industry resources at our disposal, which provide daily tips and instructions on proven janitorial supplies, methods, and equipment. Videotapes are available that cover a multitude of topics for routine custodial maintenance, health care sanitation, and clean room training that are expected of janitorial service providers.

## Safety Training and Compliance

Safety training begins at the moment personnel is hired and the training program includes how to lift properly, machine usage, and ladder training. Communication is key to our business, as well as the understanding of the MSDS requirements.

WCD Enterprises, LLC takes the necessary steps in training our personnel regarding blood borne pathogens. We have established an Exposure Control Plan for our cleaners, along with the effectiveness of housekeeping procedures that will incorporate a clean and sanitary work environment; to ensure the appropriate personal protective equipment

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## WCD ENTERPRISES, LLC

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is used and the training in the use of warning labels and signs, as well as, evacuation and emergency procedures.

WCD Enterprises, LLC subscribes to the semi-monthly SAFETY COMPLIANCE LETTER of the Bureau of Business Practice, Waterford, CT 06386, which provides updated requirements that include rules germane and especially for janitorial services.

A typical safety training class commences with a videotape, demonstrations, and a quiz to assure all personnel are aware of the topic that is being discussed and implemented once training has been completed.

The training sessions vary with the skill level required at the individual job sites. During the training in the various cleaning areas we provide the appropriate skill level for cleaning rooms, hospital sanitation, and bio-hazardous waste. Every six months we meet with our personnel to review the skill levels and make sure it is being adhered to.

WCD Enterprises, LLC utilizes and requires training as a means of promotion within the company to personnel who seek to be in a supervisory position.

WCD Enterprises, LLC trains in the area of Specialized Hazard Control. The hazard control programs contain specialized training requirements. An example of this type of training includes instruction related to blood-borne pathogens and handling of hazardous chemicals.

WCD Enterprises, LLC general safety training includes instruction or guidance, which is of general applicability. This includes office safety, fire safety, and general hazard awareness. The supervisors must ensure that personnel are made aware of these safety measures. Our supervisors are responsible for his/her understanding of the job tasks and related hazards for training our personnel. They are trained to familiarize themselves with the nature of hazards to which personnel who are under their direction and control may be exposed.

Alma School Pkwy #103-452\*Scottsdale, AZ 85262

OFFICE: 480-415-3416 \* FAX: 480-683-0011

## WCD ENTERPRISES, LLC

### PROCESSES

WCD Enterprises, LLC adheres to the following advice from the U.S. Federal Government, U.S. Department of Health & Human Services, Public Health Services, Center for Disease Control regarding Guideline for Hand Washing and Hospital Environmental Control:

As stated in the guideline “Although micro-organisms are a normal contaminant of walls, floors, and other surfaces, these environmental surfaces rarely are associated with transmission of infections to patients or personnel. Therefore, extraordinary attempts to disinfect or sterilize these environmental surfaces are rarely indicated. However, routine cleaning and removal of soil are recommended.”

Hospital cleaning is general and scrubbing with the appropriate agents: for surfaces in patient care areas to include regular horizontal surface cleaning, visibly soiled walls, drapes, and blinds are recommended to be cleaned on the visibility basis.

WCD Enterprises, LLC works to make sure the facilities are of neat appearance, as well as the sanitation of any given site. We work toward superior cleaning at the site for clean rooms, operating rooms, control rooms, public rooms, washrooms, offices, corridors, and all other areas.

### RESTROOM CARE

Restrooms are one of the most widely used areas in any facility. The impressions people get if the following occurs:

- Unpleasant odors
- Dirty Floors
- Unclean toilets and urinals
- Dirty sinks and mirrors
- Empty soap and paper dispensers

The other consideration is what people can't see---disease and odor-causing bacteria. Restrooms cleanliness and sanitization is a major challenge for the industry.

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## WCD ENTERPRISES, LLC

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WCD ENTERPRISES, LLC has in place a professional restroom care system, which deals with the essential aspects of restroom maintenance.

- Floors and Walls
- Sinks, Mirrors, and Fixtures
- Toilets and Urinals
- Hand and Air Care
- Shower

These areas require special attention and care. We have everything needed for cleaning, sanitizing, and freshening.

### FLOOR CARE

WCD ENTERPRISES, LLC knows that your floors are the most visible area in your site facility and our goal is to provide the aesthetic appearance you deserve.

Floors are subject to dust, dirt, sand, foot traffic, water, cleaning chemicals, and any form of abuse and wear. WCD ENTERPRISES, LLC provides the following care for floor maintenance.

- Sealing
- Finishing
- Cleaning
- Maintenance
- Stripping
- Buffing

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# WCD ENTERPRISES, LLC

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## CARPET CARE

WCD ENTERPRISES, LLC carpet care is designed to improve the condition of every carpet area in your facility. We use professional carpet maintenance products, which work together for the specific carpet cleaning system to produce the best results.

The method in which we care for the cleaning of carpets is:

- Vacuum carpet thoroughly, using the hose vacuum in all corners and hard reach areas.
- Remove stains with a carpet stain remover and hand brush on spotted areas.
- Freeze the gum and ground food deposits, then lift or scrap the loose particle from carpets.
- Pre-spray a fine mist on heavy foot traffic areas
- Brush shampoo with a soft nylon disc carpet brush with rotary type swing machine.
- Hot steam clean – add odor remover or carpet fragrance in to the steam clean solution as needed or if required.
- Wipe all baseboards upon completion.
- Scotch Guard or Fiber Seal a carpet on heavy foot traffic areas upon request.

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# WCD ENTERPRISES, LLC

## WORK QUALITY SPECIFICATIONS

### **GENERAL**

WCD ENTERPRISES, LLC will accomplish the specific tasks for all areas listed in work specifications. The Operations Manager will coordinate with the facility director regarding all aspects of these tasks. Our company will provide all management, planning, supervision, administration, equipment, supplies, and personnel necessary to ensure the tasks are performed in a manner that will maintain a clean and professional appearance.

### **RESTROOMS**

Restrooms will be cleaned and maintained with trash being removed; all surfaces shall be disinfected, no streaks, stains, urinals, partitions, sinks, mirrors, windows, and walls. Vanity shelves shall be clean and dry. Soap, toilet and paper towel dispensers to be well stocked to meet the needs of the client.

### **GLASS, MIRRORS, WINDOWS, AND LEDGES**

All glass, mirrors, windows, and ledges will be clean and free of dust, smudges, soil, or spots. Windows, blinds, cords, and valances will be dust free.

### **LIGHT FIXTURE COVERS**

The covers shall be washed and free of cobwebs, insects, dirt, dust or foreign objects.

### **WALLS, DOORS, PARTITIONS, DIVIDERS**

Wall surfaces will be uniform in appearance and free from grime, gum, dust, streaks, dirt, etc. These shall be removed without obvious discoloring of the wall finish. Restrooms any water stain, film, and smudges will be removed from the surface using a disinfectant deodorizer to ensure sanitary conditions.

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## WCD ENTERPRISES, LLC

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### **FLOORS, BASEBOARDS, THRESHOLDS**

All floor surfaces, baseboard, thresholds shall be cleaned and maintained from scuffmarks, dirt, gum, or any foreign matter. All resilient and hard floors shall be spray-buffed and/or stripped, sealed, and refinished to have a high luster without build-up on floors, baseboards or walls. Grout areas shall be kept free of dirt build-up and will be machine scrubbed and disinfected, where applicable, to promote cleanliness. Stone and Marble floors will be maintained to industry and manufacturer standards.

### **WOOD SURFACE**

All wood surfaces will be free of dirt, spots, film, and dust streaks.

### **SWEEPING**

All floor surfaces and corners will be free of dust, litter, and foreign matter.

### **MACHINE SCRUB**

Upon machine scrubbing, the floor surface will have a uniform appearance and free of streaks, oils, grease, fluids, gum, dirt, detergent residue, or standing water. Any hard to reach areas will be scrubbed with a hand brush to achieve a quality appearance. Once the machine scrubbing is completed all splash marks or mop streaks on furniture, walls, and baseboards will be removed.

### **STRIP AND SEAL FLOORS**

After the completion of the stripping and sealing of the floors all surface areas shall be free of bubbles and uniform in appearance. All wall surfaces shall be free of stripping and sealing solutions.

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## WCD ENTERPRISES, LLC

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### **CARPETS**

**General Cleaning:** Carpets will be vacuumed, so as to be free from visible litter, soil, dust, and odors. After shampooing or dry-cleaning carpet, it shall be uniform in appearance and free from streaks, stains, gum, discoloration, chemical, or detergent residue. All cleaning solutions will be removed from baseboards, furniture, trash receptacles, and chairs.

**Spot Cleaning:** All spills, gum, dirt, crusted material will be removed along with spots and stains. Cleaned spots shall blend with the carpet.

### **MOPPING**

**Dust Mop:** Chairs, trash receptacles, and any other items shall be moved to mop underneath. The floor will have an appearance with no streaks, swirl marks, or evidence of soil, stains, film, debris, or mop strands remaining in the area. A check of the furniture, walls, and baseboards will be done to make sure these areas are free from dust.

**Wet/Damp Mop:** All accessible areas will be mopped. All easily moved items shall be removed so as to mop underneath. After being mopped there should be no evidence of streaks, swirl marks, detergent residue or evidence of soil, stains, film, or mop strands. A check of furniture, walls, and baseboards will be done to make sure these areas are cleaned.

### **STAINLESS STEEL, ALUMINUM, BRASS/BRONZE**

Surfaces will be free of dirt, grime, gum, debris, or foreign substances and shall have a polished lustrous appearance without any residue visible.

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## WCD ENTERPRISES, LLC

### **FIXTURES AND BRIGHT METAL SURFACES**

All fixtures will be clean and bright, free of streaks. No obvious dust, gum, trash, dirt, or stains should be visible after cleaning. Drinking fountains and nozzles will be disinfected and free from debris or crust build up. Metal surfaces will have a polished lustrous appearance. No polish residue should be found on walls or floors around these fixtures.

### **TRASH REMOVAL**

All trash receptacles shall be emptied into the designated dumpsters. Trash receptacles will be placed in their initial location. Paper, boxes, cans, etc. that are placed near trash containers and marked "TRASH" shall be removed. All trash receptacles will be clean and free of foreign matter and odors. A new and clean liner will be placed in the container and returned to its location.

### **GUM**

Gum will be immediately removed upon detection. All gum removal will be performed leaving no gum mark or residue and in a manner that will prevent any harm to the surface due to the removal of gum.

### **ENTRANCE MATS**

The mats will be vacuumed, swept, or hosed down to remove grit, dirt, soil or foreign matter. The carpet-type entrance mats will be restored to their resilience.

### **GRAFFITI REMOVAL**

Graffiti will be removed immediately upon detection from any areas and surfaces. Its removal will be performed in a way that prevents harm to any surface by scratching and staining.

### **SERVICING AND POLICING**

Police, sweep, and wash exterior areas where necessary to maintain the area to be free of trash, gum, discarded material, and liquids, which may be found during policing.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2011

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> COPPER SILVER INSURANCE AGENCY 10639 N 43RD AVE PHOENIX 85029 COPPER SILVER INSURANCE AGENCY	<b>CONTACT NAME:</b> SANDRA MORALES <b>PHONE (A/C, No, Ext):</b> 602-993-1010 <b>FAX (A/C, No):</b> 602-993-2717 <b>E-MAIL ADDRESS:</b> mitchmoritorio@hotmail.com																					
<b>INSURED</b> WCD ENTERPRISES, LLC DBA: DESERT COMMERCIAL SERVICES 281550 N ALMA SCHOOL PKWY SUITE 103-452 SCOTTSDALE, AZ 85262	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>TECHNOLOGY</td> <td style="text-align: center;">2538</td> </tr> <tr> <td>INSURER B:</td> <td>CAPITOL SPECIALTY</td> <td style="text-align: center;">10328</td> </tr> <tr> <td>INSURER C:</td> <td>VICTORIA COMMERCIAL AUTO INSURANCE</td> <td style="text-align: center;">1254</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	TECHNOLOGY	2538	INSURER B:	CAPITOL SPECIALTY	10328	INSURER C:	VICTORIA COMMERCIAL AUTO INSURANCE	1254	INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES**      **CERTIFICATE NUMBER:** 447      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			CS02056891-FT	6/30/2012	6/30/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
C	AUTOMOBILE LIABILITY			9878901	6/30/2012	6/30/2013	PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BPP \$ 5,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>					BODILY INJURY (Per person) \$
	UMBRELLA LIAB						BODILY INJURY (Per accident) \$
	EXCESS LIAB						PROPERTY DAMAGE (Per accident) \$
	DED						UM/UIM \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3262292	1/14/2012	1/14/2013	EACH OCCURRENCE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> Y/N	N/A				AGGREGATE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS \$
A	WC POLICY						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYER \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  <div style="font-size: 2em; opacity: 0.5; text-align: center;">SAMPLE</div>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  sandra morales <span style="float: right;">944972</span>
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**REVISED EXHIBIT D  
 BID SHEET**

City Building/Facility	Square Footage	# of Days/Week	Weeks/Year	Total Cost
City Hall	2,616	3	52	\$ 3,060.72
Business Assistance Center	2,720	2	52	\$ 2,715.65
Finance/Human Resources	2,530	2	52	\$ 2,525.95
Civic Center	5,876	2	52	\$ 5,866.60
Council Chambers	2,016	2	52	\$ 2,012.77
City Clerk's Office	1,400	2	52	\$ 1,397.76
Court Facilities	5,600	3	52	\$ 6,552.00
Waste Water Treatment Plant	1,872	2	52	\$ 1,869.00
Library	23,400	4	52	\$ 46,725.12
Recreation Center Facility	48,366	7	52	\$ 117,955.00
Recreation Center Offices, Work Areas, Break Room, Conference Room and Hallway	2,400	3	52	\$ 2,808.00
Cottonwood Airport	1,813	2	52	\$ 1,810.10
Old Town Conference Room	1,000	1	52	\$ 499.20
Cottonwood Aquatics Center	828	7	52	\$ 2,893.36
Garrison Park Public Restrooms	432	7	52	\$ 1,509.58
Riverfront Park Public Restrooms	340	7	52	\$ 1,188.10
Riverfront Little League Public Restrooms/Complex	1,832	7	52	\$ 6,401.74
Public Works Building	2,650	2	52	\$ 2,645.76
Old Town Jail Facility	616	1	52	\$ 307.51
City Hall Public Restrooms (outside of building)	270	5	52	\$ 673.92
Public Safety Building – Police/Fire Departments	28,046	3	52	\$ 42,001.69
Community Development and Utilities Building	4,451	3	52	\$ 5,207.67
Verde Valley Transit Facility	3,200	3	52	\$ 6,106.00
<b>Total Base Bid Costs</b>	<b>144,274</b>			<b>\$ 264,733.20</b>

Costs per hour for Emergency/After Hours Call Out	\$ 50.00
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Bidder hereby certifies by signing and submitting this bid, that they have read and fully understand, and will comply with the Invitation for Bids.

Richardson's LLC  
 Corporate Name

1894 S. Carpenter LN Cottonwood, AZ 86326  
 Address

Janitorial Cleaner and Supply  
 Type of Entity

Arizona  
 State of Incorporation

  
 Authorized Signature

Charles Richardson  
 Printed Name

**EXHIBIT C  
BID SECTION**

(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: Richardson's LLC.

Contact Name: Charles Richardson

Principal Address: 1894 S Carpenter Lane  
Cottonwood AZ 86326

Phone: 928-634-3075 Fax: 928-634-3076

E-Mail: chuckr@richardsonsllc.com

Local Address: 300 S. 6<sup>th</sup> Street Suite 6  
Cottonwood AZ 86326

Type of Organization: Janitorial Cleaning and Supplies

Tax ID #: 20-4550663 State of Arizona Commercial License #: \_\_\_\_\_

City of Cottonwood Business Registration #: 12-0521

2. Exceptions to IFB (§3.5.4 Exceptions to IFB): \_\_\_\_\_

3. Disclosure of Debarment Information (§3.5.5 Disclosure): none

4. Brief Description of Company Qualifications and History (attach a separate sheet of paper as needed): \_\_\_\_\_

attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Company Mission Statement: \_\_\_\_\_

attached  
\_\_\_\_\_  
\_\_\_\_\_

6. Brief Description of Company Experience (attach a separate sheet of paper as needed): \_\_\_\_\_

attached

7. National or State Organizations or Certifications: \_\_\_\_\_

attached

8. Current List of Business Serviced and How Long Contracted (attach a separate sheet if necessary):

	<u>Business Name</u>	<u>Length of Contract</u>
1)	Northern Arizona Dermatology	10yrs
2)	Verde Canyon Railroad	6yrs
3)	Arizona State Credit Union	5yrs
4)	City of Cottonwood	5yrs
5)	Pink Jeep	3yrs

9. Specialty Areas Within Your Business (i.e. carpet cleaning, grout and tile cleaning/restoration services, concrete cleaning, et.c):

attached

10. References (must be provided)

Provide names, addresses and telephone numbers of government agencies/businesses to which you have provided similar goods or services.

A. Entity: attached on Company Qualifications and  
Address: References  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Goods or services supplied and when provided: \_\_\_\_\_  
\_\_\_\_\_

B. Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Goods or services supplied and when provided: \_\_\_\_\_  
\_\_\_\_\_

C. Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Goods or services supplied and when provided: \_\_\_\_\_  
\_\_\_\_\_

11. Receipt of Addenda:  
Bidder acknowledges receipt of the following Solicitation Addendum(s):

<u>Addendum No.</u>	<u>Date</u>
<u>1</u>	<u>July 2, 2012</u>
<u>2</u>	<u>July 5, 2012</u>
_____	_____

12. Other Information Requested: \_\_\_\_\_

13. Intent to be Bound by Bid: Charles Richardsow  
(Signature of Individual Authorized to Sign Bid)

CHARLES RICHARDSOW  
(Printed Name of Individual Authorized to Sign Bid)

RICHARDSON'S LLC  
FOR DEPENDABLE OFFICE CLEANING

**Company Qualifications & References**

To Whom It May Concern,

Richardson's LLC currently cleans approximately 1,000,000 square feet per week of doctors' offices, banks, surgery centers, and more. We provided cleaning services for Salt River Materials Group for five years until the economy took a downturn and affected their business. Five days a week we cleaned for 230 men and women, with high maintenance in the shower rooms and restrooms. We also maintained and cleaned four lunch rooms. We maintained a 2.5 million dollar lab and computer room with highly advanced computer equipment. We cleaned 26 buildings as well as doing extra painting and touch-ups. If there are any questions about this account, they will be happy to answer them. Feel free to contact Bruce Vankirk, General Foreman, 601 N. Cement Plant Rd. Clarkdale, AZ 86324 or 928-254-0328.

We have been cleaning the Verde Canyon Railroad facilities for over the past three years. We clean and sanitize all rail cars six days a week. We also supply them with cleaning supplies, paper goods, and bags. We just finished a cleaning of all furniture and carpets and are equipped with up-to-date equipment to handle these types of large jobs. If there are any questions about this account, they will be happy to answer them. Feel free to contact Robin Brean, General Manager, 300 North Broadway Clarkdale, AZ 86324 or 1-877-674-3838.

We have been cleaning the offices of City of Cottonwood for five years. We maintain 21 buildings which include the Public Library, Public Works, Public Safety and others. We also supply them with cleaning supplies, paper goods, and bags. We clean all carpets and windows, and strip and finish floors. If there are any questions about this account, they will be happy to answer them. Feel free to contact Richard Faust, Director of Parks & Recreation, City of Cottonwood, 791 N. Main Street Cottonwood, AZ 86326 or 928-639-3200.

We have been cleaning the offices of the City of Sedona for almost a year. We maintain the City Hall building, Waste Water Plant, Park facilities and more. They have been very pleased with upgrade in services and would be happy to answer any questions. Feel free to contact David DeMerritt, Facilities Manager, City of Sedona, 102 Roadrunner Drive Sedona, AZ 86336 or 928-203-5058.

RICHARDSON'S LLC  
FOR DEPENDABLE OFFICE CLEANING

## Mission Statement

Richardson's LLC is a company with a very high standard of excellence. We go the extra mile for our customers and keep up to date on all the newest techniques, software, and equipment. Most of our business over the years has come from word of mouth because of our high standards. We focus on five key components for a successful business.

1. Quality – We are committed to continually improve our performance, services, and feedback.
2. Service – We are committed to our customers' needs and to providing services that meet or exceed expectations.
3. Health and Safety – We are committed to health and safety. This is why we use all safety materials available for our training (OSHA, MSHA, HAZCOM, Hillyard, etc). We are also committed to our line of green products which is safe not only for our employees and customers but also for the environment.
4. Human Resources – We are committed to training, delivery of services, and upholding our commitment to quality.
5. Management – We are committed to help demonstrate the effective systems that are in place to meet our customers' expectations.

It is with these standards in mind that we have confidence in our ability to improve the cleanliness and safety of any facility.

RICHARDSON'S LLC  
FOR DEPENDABLE OFFICE CLEANING

**COMPANY EXPERIENCE & HISTORY**

Our Veteran Owned Company has been in business for eleven years, two years in Prescott and nine years in Cottonwood. We currently use OSHA, MSHA, HAZCOM, Blood borne and Hillyard, as well as Custodial & Maintenance Training/Education Products from CM Institute for training to prepare our staff to perform a safe and thorough job.

Owners Chuck & Janet Richardson have over 20 years experience in the janitorial and BSC (building service contractors) industry. Our Business Manager, Travis Melton, has over 12 years janitorial experience with a special background in carpet and floor care maintenance.

We are a full service Janitorial & BSC company that is recommended by Hillyard Janitorial Supply Company, Northern Chemical and Brady. We are a member of ISSA and the NFIB. We go by ISSA standards and are Clean Management Certified. We are constantly striving to keep up with today's standards and subscribe to ISSA and CM magazines as well as various on-line institutions.

Currently, we clean a number of Surgery Centers, Doctors offices, Banks, Pink Jeep, Verde Canyon Rail Road, and the City's of Cottonwood and Sedona. We have an office Prescott Valley and several accounts in Prescott Valley and Flagstaff. We look forward to working with you also to help maintain a healthy and safe work environment.



# CERTIFICATE OF MEMBERSHIP

This is to certify that

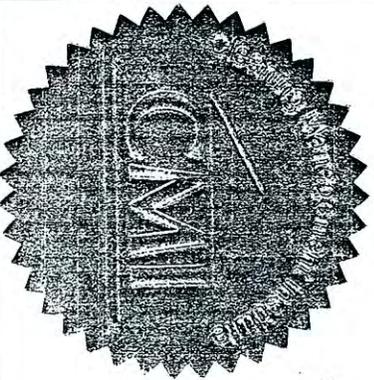
*Charles Richardson*

*Richardson's LLC*

is a member in good standing with this Professional, Educational  
Organization, and is entitled to all benefits, services and privileges of  
**CLEANING MANAGEMENT INSTITUTE**

*Nicole L. Older*

*Nicole L. Older, Administrator of CMI®*



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# Hillyard Facilities Management Clinic

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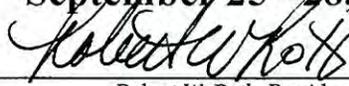
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THIS CERTIFIES THAT:

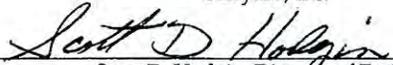
## Charles Richardson

has completed the HILLYARD Course of Instruction in  
CUSTODIAL PROGRAMMING, SURFACE TREATMENTS AND SANITATION CONTROL.  
In recognition of the successful completion of this training and in witness thereof, the  
duly authorized Officers of this Company have subscribed their names and caused to be  
affixed the corporate seal of  
HILLYARD, INC.

St. Joseph, Missouri  
September 25 - 28, 2007



Robert W. Roth, President  
Hillyard, Inc.



Scott D. Hodgkin, Director of Training



"CHECKERBOARD" Trademark®



# CERTIFICATE OF MEMBERSHIP

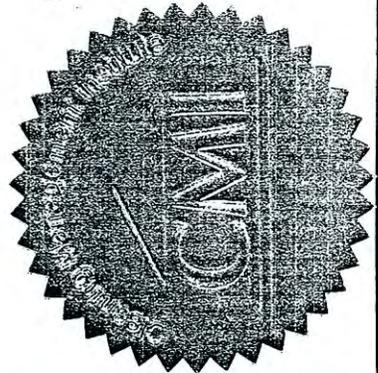
This is to certify that

*Charles Richardson*

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*Richardson's LLC*

is a member in good standing with this Professional, Educational  
Organization, and is entitled to all benefits, services and privileges of  
**CLEANING MANAGEMENT INSTITUTE**



*Nicole L. Older*

Nicole L. Older, Administrator of CMI®

RICHARDSON'S LLC  
FOR DEPENDABLE OFFICE CLEANING

**Specialty Areas Within Our Business**

Our business is a full service Janitorial & BSC company that is recommended by Hillyard Janitorial Supply Company and Northern Chemical. We use the newest and most up-to-date equipment. We use new and improved products that really do the job. We are able to clean carpets, wood floors, concrete, tile, VCT, and linoleum. We have a full line of floor finish products. We can provide window cleaning, grout and tile cleaning, high pressure washing, painting, and a wide variety of maintenance work. We currently provide all of these services to our many customers, with satisfaction guaranteed.

We can provide a wide variety of products including a line of Green Seal Certified Cleaning Products that are less toxic to people and safer for the environment. We use paper products made with recycled fiber. We use equipment with less environmental impact, such as backpack vacuums that are CRI green label and we use the C3 restroom cleaning system.

We are in the process of upgrading our software programs to better serve our customers. These programs will help us to better determine proper staffing to clean a facility, how much product and labor we should be using, how we can improve productivity, and how we can train and retain our employees. These are matters that are important to us because we know that they are important to our customers. If there is any need that you have that we have not listed, please ask.

**REVISED EXHIBIT D  
 BID SHEET**

City Building/Facility	Square Footage	# of Days/Week	Weeks/Year	Total Cost
City Hall	2,616	3	52	\$ 3,060.72
Business Assistance Center	2,720	2	52	\$ 2,715.65
Finance/Human Resources	2,530	2	52	\$ 2,525.95
Civic Center	5,876	2	52	\$ 5,866.60
Council Chambers	2,016	2	52	\$ 2,012.77
City Clerk's Office	1,400	2	52	\$ 1,397.76
Court Facilities	5,600	3	52	\$ 6,552.00
Waste Water Treatment Plant	1,872	2	52	\$ 1,869.00
Library	23,400	4	52	\$ 46,725.12
Recreation Center Facility	48,366	7	52	\$ 117,955.00
Recreation Center Offices, Work Areas, Break Room, Conference Room and Hallway	2,400	3	52	\$ 2,808.00
Cottonwood Airport	1,813	2	52	\$ 1,810.10
Old Town Conference Room	1,000	1	52	\$ 499.20
Cottonwood Aquatics Center	828	7	52	\$ 2,893.36
Garrison Park Public Restrooms	432	7	52	\$ 1,509.58
Riverfront Park Public Restrooms	340	7	52	\$ 1,188.10
Riverfront Little League Public Restrooms/Complex	1,832	7	52	\$ 6,401.74
Public Works Building	2,650	2	52	\$ 2,645.76
Old Town Jail Facility	616	1	52	\$ 307.51
City Hall Public Restrooms (outside of building)	270	5	52	\$ 673.92
Public Safety Building – Police/Fire Departments	28,046	3	52	\$ 42,001.69
Community Development and Utilities Building	4,451	3	52	\$ 5,207.67
Verde Valley Transit Facility	3,200	3	52	\$ 6,106.00
<b>Total Base Bid Costs</b>	<b>144,274</b>			<b>\$ 264,733.20</b>

Costs per hour for Emergency/After Hours Call Out	\$ 50.00
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Bidder hereby certifies by signing and submitting this bid, that they have read and fully understand, and will comply with the Invitation for Bids.

Richardson's LLC  
 Corporate Name

1894 S. Carpenter LN Cottonwood, AZ 86326  
 Address

Janitorial Cleaner and Supply  
 Type of Entity

Arizona  
 State of Incorporation

  
 Authorized Signature

Charles Richardson  
 Printed Name



# Western Surety Company

## JANITORIAL SERVICE BOND

Bond No. 61330503

In consideration of an agreed premium, Western Surety Company, a South Dakota corporation, hereby agrees to indemnify Richardson's LLC

of 300 S 6th St Ste 5, Cottonwood, AZ 86326

(the "Obligee"), against loss of money or other property, real or personal, belonging to any and all subscribers (the "Subscriber") to its services, or in which the Subscriber has a pecuniary interest, or for which the Subscriber is legally liable, which the Subscriber shall sustain as the result of any fraudulent or dishonest act, as hereinafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, and for which the Obligee is liable, the amount of indemnity on each of such Employees being Five Thousand and 00/100 DOLLARS ( \$5,000.00 ).

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

### TERM OF BOND:

SECTION 1. The term of this bond begins with the 12th day of April, 2012, at 12:00 o'clock night, standard time, at the address of the Obligee above given, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety.

### DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 11, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

### DEFINITION OF EMPLOYEE:

SECTION 3. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Obligee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wages and has the right to govern and direct in the performance of such service, for whom a premium has been paid, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

### FRAUDULENT OR DISHONEST ACT:

SECTION 4. A FRAUDULENT OR DISHONEST ACT OF AN EMPLOYEE OF THE OBLIGEE SHALL MEAN AN ACT WHICH IS PUNISHABLE UNDER THE CRIMINAL CODE IN THE JURISDICTION WITHIN WHICH ACT OCCURRED, FOR WHICH SAID EMPLOYEE IS TRIED AND CONVICTED BY A COURT OF PROPER JURISDICTION.

### MERGER OR CONSOLIDATION:

SECTION 5. If any natural persons shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

### NON-ACCUMULATION OF LIABILITY:

SECTION 6. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

### LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

SECTION 7. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 4 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.

### DEDUCTIBLE:

SECTION 8. The Surety shall not be liable under this bond on account of any loss or losses through fraudulent or dishonest acts committed by any Employee of Obligee, unless the amount of such loss or losses, after deducting the net amount of all reimbursement and/or recovery, including any cash deposit taken by the Obligee, obtained or made by the Obligee or the Surety on account thereof, prior to payment by the Surety of such loss or losses, shall be in excess of ONE HUNDRED DOLLARS (\$100.00), and then for such excess only, but in no event for more than the amount of insurance carried on such Employee under this bond. If more than one Employee commits the fraudulent or dishonest act resulting in such loss or losses, said deductible amount shall apply to each Employee so involved.

Form 1375-10-2002

**SALVAGE:**

SECTION 9. If the Oblige shall sustain any loss or losses covered by this bond which exceed the amount of coverage provided by this bond, the Oblige shall be entitled to all recoveries, except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Surety, by whomsoever made, on account of such loss or losses under this bond until fully reimbursed, less the actual cost of effecting the same; and less the amount of the deductible carried on the Employee causing such loss or losses; and any remainder shall be applied to the reimbursement of the Surety.

**CANCELLATION AS TO ANY EMPLOYEE:**

SECTION 10. This bond shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Oblige, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served upon the Oblige or sent by mail. Such date, if the notice be served, shall be not less than ten (10) days after such service, or, if sent by mail, not less than fifteen (15) days after the mailing. The mailing by Surety of notice, as aforesaid, to the Oblige at its principal office shall be sufficient proof of notice.

**CANCELLATION AS TO BOND IN ITS ENTIRETY:**

SECTION 11. This bond shall be deemed cancelled in its entirety at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served by the Oblige upon the Surety or by the Surety upon the Oblige, or sent by mail. Such date, if the notice be served by the Surety, shall be not less than ten (10) days after such service, or if sent by the Surety by mail, not less than fifteen (15) days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Oblige at its principal office shall be sufficient proof of notice. The Surety shall refund to the Oblige the unearned premium computed pro rata if this bond be cancelled at the instance of the Surety, or at short rates if cancelled or reduced at the instance of the Oblige.

**PRIOR FRAUD, DISHONESTY OR CANCELLATION:**

SECTION 12. No Employee, to the best of the knowledge of the Oblige, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the Oblige or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Oblige or any predecessor in interest of the Oblige and covering one or more of the Oblige's Employees shall have been cancelled as to any of such Employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such Employees, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such Employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such Employees unless the Surety shall agree in writing to include such Employees within the coverage of this bond.

**LOSS—NOTICE—PROOF—LEGAL PROCEEDINGS:**

SECTION 13. At the earliest practical moment, and at all events not later than fifteen (15) days after discovery of any fraudulent or dishonest act on the part of any Employee by the Oblige, or by any partner or officer thereof not in collusion with such Employee, the Oblige shall give the Surety written notice thereof and within four (4) months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two (2) months from the filing of proof as aforesaid on account of such loss, nor after the expiration of twelve (12) months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**TEMPORARY EMPLOYEES:**

SECTION 14. The Oblige shall not at any time while this bond is in force direct any temporary employee(s) to any subscriber's premises unless such person(s) is/are accompanied by a foreman who is in the regular employ of the Oblige. For purposes of this restriction, any person who works less than the normal working hours established by his employer or otherwise fails to meet the definition of "Employee" above is considered a temporary employee.

**EXCLUSIONS:**

SECTION 15. This bond does not apply to loss that is an indirect result of any act or loss caused by or involving one (1) or more Employees, whether the result of a single act or series of acts, covered by this insurance including, but not limited to, loss resulting from:

- a. The Oblige's inability to realize income that would have been realized had there been no loss covered by this bond.
- b. Payment of damages of any type for which the Oblige is legally liable. Compensatory damages arising directly from a covered loss will be paid.
- c. Payment of costs, fees, or other expenses incurred by the Oblige in establishing either the existence or the amount of loss under this bond.

This bond does not apply to expenses related to any legal action.

**OTHER INSURANCE:**

SECTION 16. This bond does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this bond will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity, but not for more than the amount of indemnity as stated above.

DATED April 16th, 2012.

By John M. Landrum, Jr.  
Appointed Agent of Surety

WESTERN SURETY COMPANY  
By Paul T. Bruffat  
Paul T. Bruffat, Senior Vice President

**EXHIBIT E**  
**CERTIFICATE OF INSURABILITY**

I hereby certify that as a Bidder to City of Cottonwood (City) for Solicitation No. 2012-PR-02 I am fully aware of insurance requirements contained in the Contract and by the submission of this bid. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Contract and shall be subject to penalties up to and including termination of the Contract at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.

Company/Business Liability Carrier: American Family Insurance

General Liability Insurance Carrier: American Family Insurance

Automotive Liability Insurance Carrier: American Family Insurance

Worker's Compensation Insurance Carrier & Number: American Family Insurance 02-X85709-90-0012

Bonding Agent/Company & Number: Western Surety Company 61330503

  
Signature of Bidder

RICHARDSONS LLC  
Company

7-6-12  
Date

**EXHIBIT F**  
**CONTRACTOR IMMIGRATION WARRANTY**  
(To Be Completed by Contractor Prior to Execution of Contract)

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

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

<b>Contract Number:</b>		
<b>Name (as listed in the contract):</b>		
<b>Street Name and Number:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this Contract;
2. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. All subcontractors performing work under this Contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:

 \_\_\_\_\_

Printed Name: CHARLES RICHARDSON

Title: OWNER-MEMBER

Date (month/day/year): 7-6-12



Company ID Number: 378481

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Richardsons LLC**

**Charles Richardson**

Name (Please Type or Print)

Title

**Electronically Signed**

Signature

**12/13/2010**

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name: **Richardsons LLC**

Company Facility Address: **300 S 6th St # 5**

**Cottonwood, AZ 86326**

Company Alternate  
Address:

**1894 S Carpenter Ln**

**Cottonwood, AZ 86326**

County or Parish: **YAVAPAI**

Employer Identification

Number: **204550663**



Company ID Number: 378481

North American Industry Classification Systems Code:	811
Administrator:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>	
<ul style="list-style-type: none"><li>• ARIZONA 1 site(s)</li></ul>	

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	Travis Melton	Fax Number:
Telephone Number:	(928) 634 - 3075	
E-mail Address:	travismelt@live.com	

# E-Verify Employment Eligibility Verification

Exit



## Company Information

Company Name: Richardsons LLC [View / Edit](#)  
 Doing Business As (DBA) Name: Richardsons  
 DUNS Number: 790589860

### Physical Location:

Address 1: 300 S 6th St # 5  
 Address 2:  
 City: Cottonwood  
 State: AZ  
 Zip Code: 86326  
 County: YAVAPAI

### Mailing Address:

Address 1: 1894 S Carpenter Ln  
 Address 2:  
 City: Cottonwood  
 State: AZ  
 Zip Code: 86326

### Additional Information:

Employer Identification Number: 204550663  
 Total Number of Employees: 10 to 19  
 Parent Organization:  
 Administrator:  
 How did you hear about E-Verify?  
 Other Marketing Channel:

### Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 811 - REPAIR AND MAINTENANCE (811) [View / Edit](#)

Hiring Sites: [View / Edit](#)  
 ARIZONA 1

E-Verify Users: [View / Edit](#)

Last Name	First Name	M.I.	Phone	E-mail
Richardson	Charles	C	(928) 634 - 3075	chuckr@richardsonsilc.com
Melton	Travis		(928) 634 - 3075	travismelt@live.com

I certify that the information provided for this registration is correct. I am aware that Federal law provides for imprisonment and/or fines for knowing false statements or other fraudulent conduct in connection with this registration. I am aware that providing any false information may be grounds for terminating participation in E-Verify

I agree

Please wait

**EXHIBIT G  
DISCLOSURE OF RESPONSIBILITY STATEMENT**

- A. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.  
NONE
- B. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the contractor.  
NONE
- C. List any convictions or civil judgments under state or federal antitrust statutes.  
NONE
- D. List any violations of contract provisions such as failing to perform (without good cause), or unsatisfactory performance, in accordance with the specifications of a contract.  
NONE
- E. List any prior suspensions or debarments by any governmental agency.  
NONE
- F. List any contracts not completed on time.  
NONE
- G. List any penalties imposed for time delays and/or quality of materials and workmanship.  
NONE
- H. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.  
NONE

I. Charles Richardson as Owner - Member  
Name of individual Title & Authority

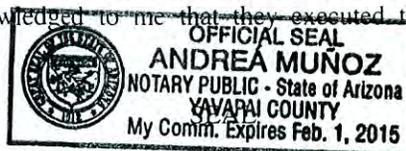
of Richardson's LLC, declare under oath that the above statements, including  
Company Name

any supplemental responses attached hereto, are true.

By: *Charles Richardson*  
(Signature of Individual/Representative)

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

On this the 6 day of July, 2012, before me, the undersigned NOTARY PUBLIC, personally appeared Charles C. Richardson, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.



My Commission Expires: February 1, 2015

IN WITNESS WHEREOF, hereunto set my hand and official seal.  
*Andrea Muñoz*  
 NOTARY PUBLIC



## BIDDER'S CHECK LIST

- 1. The bid has been signed in the Bid Section (bids not signed in this section will **not** be considered).
- 2. The bid prices offered have been reviewed.
- 9. Bid Bond has been included (if applicable).
- 3. The price extensions and totals have been checked.
- 4. Any required drawings or descriptive literature have been included.
- 5. All items listed on the Bid Section have been responded to as applicable/required (see Information and Instructions to Bid Section 3.5).
- 6. Any addendums have been included/noted on Bid Section.
- 10. Certificate of Insurability (Exhibit E) has been signed and included with bid.
- 11. Contractor Immigration Warranty (Exhibit F) has been included with bid.
- 11. Disclosure of Responsibility Statement (Exhibit G) has been included with bid.
- 11. Non-Collusion Affidavit (Exhibit H) has been included with bid.
- 8. Bid package/envelope has been identified with bid number and title.
- 7. The mailing envelope/package has been addressed to:  
  
**Location:**  
City of Cottonwood Administrative Services Department  
Purchasing Division  
816 N. Main Street  
Cottonwood, AZ 86326
- 12. The bid is mailed in time to be received and stamped in by an Administrative Services representative no later than specified time on designated date (otherwise the bid cannot be considered).

Solicitation #  
2012-PR-02

**EXHIBIT C  
BID SECTION**

(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: Bradshaw Cleaning Services

Contact Name: Tracey Morgan

Principal Address: 3528 S. Amanda St  
Flagstaff, Az 86001

Phone: 928-499-7679 Fax: \_\_\_\_\_

E-Mail: bradshawcleaning@msn.com

Local Address: n/a

Type of Organization: Sole Prop - Currently in process of forming LLC

Tax ID #: 20-5900431 State of Arizona Commercial License #: \_\_\_\_\_

City of Cottonwood Business Registration #: We will get <sup>city</sup> license if we are awarded job

2. Exceptions to IFB (§3.5.4 Exceptions to IFB): \_\_\_\_\_

3. Disclosure of Debarment Information (§3.5.5 Disclosure): \_\_\_\_\_

4. Brief Description of Company Qualifications and History (attach a separate sheet of paper as needed): \_\_\_\_\_

Please see attached # 1

5. Company Mission Statement: "Why settle for the rest, when you can have the best"

First impressions are everything! Our company strives for perfection and aims to please our customers. While there are many companies out there who may claim to do the same, our business is based upon our Family's Name. Something we take very seriously! We aren't just building our clientele, we're keeping the integrity of our family's business.

6. Brief Description of Company Experience (attach a separate sheet of paper as needed): Attached #1

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7. National or State Organizations or Certifications: \_\_\_\_\_

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8. Current List of Business Serviced and How Long Contracted (attach a separate sheet if necessary): Attached #2

	<u>Business Name</u>	<u>Length of Contract</u>
1)	<u>Empire Homes /Quailwood Community Center</u>	<u>4yrs</u>
2)	<u>Canavest Homes /Cabrillo Homes</u>	<u>3yrs</u>
3)	<u>RCF Enterprises</u>	<u>3 yrs</u>
4)	<u>PierceProperty Mgmt</u>	<u>4yrs</u>
5)	<u>TNT Property mgmt</u>	<u>4yrs</u>

9. Specialty Areas Within Your Business (i.e. carpet cleaning, grout and tile cleaning/restoration services, concrete cleaning, et.c):

General Janitorial Cleaning - All Carpets/Tile/Gym floors will be subbed out

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10. References (must be provided)

Provide names, addresses and telephone numbers of government agencies/businesses to which you have provided similar goods or services.



## Bradshaw Cleaning Services

### Qualifications / Description

Our company was founded in 2006 and has been providing the highest level of clean & customer satisfaction since.

Our company has had 5+ years in the Janitorial field which includes the Community Center at Quailwood, in Prescott Valley Az. Though this center was smaller than Cottonwood's rec center, we feel that we are capable and qualified to handle a job of that size. Along with cleaning the Community center, Our company has also held other accounts which include:

\*We were the sole cleaners for 3 of the quad cities largest home builders from 2006-2010, where we performed construction cleans/office cleans/model cleans and managed 4 crews of 4 employees each

\*We held 2 contracts for 2 of Prescotts largest Property Management Companies where we had to clean homes/offices/laundry mats from 2007-2011

\*We were the sole cleaning contractor for RCF Enterprises, In Prescott Az. Where we would perform construction cleans on Commercial buildings. (restaurants, Doctor facilities, etc) from 2008-2011

Upon relocating to Flagstaff Arizona, in the summer 2011:

\*We hold 2 contracts with the top 2 Property Management Companies in the city of Flagstaff

While we may not have large a Community Center account here in Flagstaff, this surely does not mean we are less than capable of performing to the highest standards the City of Cottonwood is looking for.

Cleaning Jobs:

6) Coldwell Banker -2yrs

7) Dallas Property Management – 2yrs

**REVISED EXHIBIT D  
BID SHEET**

City Building/Facility	Square Footage	# of Days/Week	Weeks/Year	Total Cost
City Hall	2,616	3	52	\$ 392.40
Business Assistance Center	2,720	2	52	\$ 408.00
Finance/Human Resources	2,530	2	52	\$ 379.50
Civic Center	5,876	2	52	\$ 881.40
Council Chambers	2,016	2	52	\$ 302.40
City Clerk's Office	1,400	2	52	\$ 210.00
Court Facilities	5,600	3	52	\$ 840.00
Waste Water Treatment Plant	1,872	2	52	\$ 280.80
Library	23,400	4	52	\$ 3510.00
Recreation Center Facility	48,366	7	52	\$ 7254.90
Recreation Center Offices, Work Areas, Break Room, Conference Room and Hallway	2,400	3	52	\$ 360.00
Cottonwood Airport	1,813	2	52	\$ 271.95
Old Town Conference Room	1,000	1	52	\$ 150.00
Cottonwood Aquatics Center	828	7	52	\$ 124.20
Garrison Park Public Restrooms	432	7	52	\$ 104.80
Riverfront Park Public Restrooms	340	7	52	\$ 51.00
Riverfront Little League Public Restrooms/Complex	1,832	7	52	\$ 274.80
Public Works Building	2,650	2	52	\$ 397.50
Old Town Jail Facility	616	1	52	\$ 92.50
City Hall Public Restrooms (outside of building)	270	5	52	\$ 40.50
Public Safety Building – Police/Fire Departments	28,046	3	52	\$ 4206.90
Community Development and Utilities Building	4,451	3	52	\$ 667.65
Verde Valley Transit Facility	3,200	3	52	\$ 480.00
<b>Total Base Bid Costs</b>	<b>144,274</b>			<b>\$ 21,641.20</b>

\* see attached email file

Costs per hour for Emergency/After Hours Call Out \$17 per person/per hour

Bidder hereby certifies by signing and submitting this bid, that they have read and fully understand, and will comply with the Invitation for Bids.

Bradshaw Cleaning services  
Corporate Name

3528 S. Amanda St Flagstaff  
Address AZ 86001

sole prop (in process) (of LLC)  
Type of Entity

AZ  
State of Incorporation

Amy  
Authorized Signature

Tracey Morgan  
Printed Name

**Lisa Elliott**

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**From:** Tracey Morgan [bradshawcleaning@msn.com]  
**Sent:** Wednesday, July 11, 2012 2:31 PM  
**To:** Lisa Elliott  
**Subject:** RE: Custodial/Janitorial Maintenance Services Bid Clarification  
**Attachments:** image001.gif; image002.jpg

Yes, that price would be per month and the total annual bid price would be \$259,694.40

Tracey Morgan  
Bradshaw Cleaning Service  
928-499-7679 (cell)

“why settle for the rest, when you can have the best”

---

From: [l Elliott@cottonwoodaz.gov](mailto:l Elliott@cottonwoodaz.gov)  
To: [bradshawcleaning@msn.com](mailto:bradshawcleaning@msn.com)  
Subject: Custodial/Janitorial Maintenance Services Bid Clarification  
Date: Wed, 11 Jul 2012 21:21:11 +0000

The amount of your bid for the above referenced project was \$21,641.20. Is this per month? If so, do you agree that the annual bid would be \$259,694.40?

Thank you for your help.

*Lisa Elliott*

Purchasing Manager  
City of Cottonwood  
816 North Main Street  
Cottonwood, Arizona 86326  
Voice: (928) 340-2714  
Fax: (928) 634-3727  
Email: [l Elliott@cottonwoodaz.gov](mailto:l Elliott@cottonwoodaz.gov)



All messages created by the Mayor, City Council, City employees and/or members of City Boards and Commissions, belong to the City of Cottonwood and should be considered public records subject to disclosure under the Arizona Public Records Law (A.R.S. § 39-121 *et seq.*). City employees, City public officials, members of City Boards and Commissions, and those who generate e-mail to them have, if any, a greatly reduced expectation of privacy related to the use of this technology. The City reserves its right to redact all public records according to A.R.S. § 39-121 *et seq.* and prevailing case opinions interpreting the Arizona Public Records Law. In addition, to ensure compliance with the Open Meeting Law, the

Mayor and City Council, and members of City Boards and Commissions who are recipients of this message, should not forward it to other members of the City Council, or to other members of Boards and Commissions of the City of Cottonwood. Council Members, and members of City Boards and Commissions, may reply to a staff member regarding this message, but they should not send a copy of such reply to other City Council members, or to other members of City Boards and Commissions.

Email messages, including attachments, regarding procurement matters are subject to the Arizona public records law and may be viewed by the public, including competitors, unless protected from disclosure by a specific statute or regulation.

**EXHIBIT G**  
**DISCLOSURE OF RESPONSIBILITY STATEMENT**

- A. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract. N/A

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- B. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the contractor. N/A

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- C. List any convictions or civil judgments under state or federal antitrust statutes. N/A

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- D. List any violations of contract provisions such as failing to perform (without good cause), or unsatisfactory performance, in accordance with the specifications of a contract. N/A

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- E. List any prior suspensions or debarments by any governmental agency. N/A

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- F. List any contracts not completed on time. N/A

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- G. List any penalties imposed for time delays and/or quality of materials and workmanship. N/A

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- H. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules. N/A

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I, Tracey Morgan, as Owner / President  
Name of individual Title & Authority  
of Bradshaw Cleaning Services declare under oath that the above statements, including  
Company Name

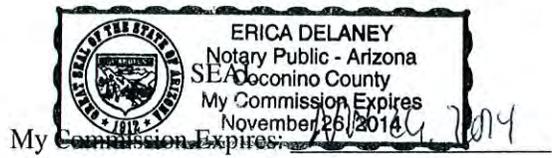
any supplemental responses attached hereto, are true.

By: Tracey Morgan  
(Signature of Individual/Representative)

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

On this the 9 day of July, 2012, before me, the undersigned NOTARY PUBLIC, personally appeared Tracey Morgan, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.  
Erica Delaney  
NOTARY PUBLIC



**EXHIBIT H  
NON-COLLUSION AFFIDAVIT**

STATE OF: Arizona )  
CITY OF: Flagstaff, AZ ) ss

Bradshaw cleaning services, Tracy Morgan  
(Name of Company, Representative)

being first duly sworn, deposes and says:

That she/he is Owner (Title) of Bradshaw cleaning (Name of Company)

and

That pursuant to Section 112 (C) of Title 23 USC or other applicable laws, he/she certifies as follows:

That neither he/she nor anyone associated with the said

Bradshaw cleaning services  
(Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding for the bid for the:

**Custodial/Janitorial Maintenance Services**

This bid is genuine and not made in the interest of or on behalf of any undisclosed firm or corporations and is not submitted to conform to any agreement or rules of any group, association, organization or corporation. Bidder has not submitted a false bid or solicited whether directly or indirectly with any other Bidder to submit a false bid which would give one particular bid any advantage over others or the owner.

By: Tracy Morgan  
(Signature of Individual/Representative)

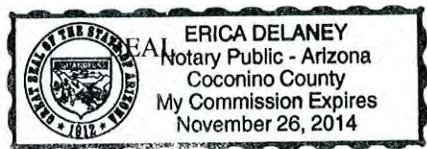
STATE OF: Arizona )  
COUNTY OF: Coconino ) ss.

On this the 9 day of July, 2012, before me, the undersigned NOTARY PUBLIC, personally appeared Tracy Morgan, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

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

Erica Delaney  
NOTARY PUBLIC

My Commission Expires: Nov 26, 2014



**EXHIBIT E**  
**CERTIFICATE OF INSURABILITY**

I hereby certify that as a Bidder to City of Cottonwood (City) for Solicitation No. 2012-PR-02 am fully aware of insurance requirements contained in the Contract and by the submission of this bid. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Contract and shall be subject to penalties up to and including termination of the Contract at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.

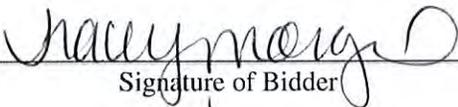
Company/Business Liability Carrier: American Family Insurance

General Liability Insurance Carrier: American Family Insurance

Automotive Liability Insurance Carrier: Progressive (personal Auto) /American Family (Business Auto)

Worker's Compensation Insurance Carrier & Number: American Family- 02-X75415-05-00

Bonding Agent/Company & Number: N/A - will get bond if awarded job

  
Signature of Bidder

Bradshaw Cleaning Services  
Company

4/9/12  
Date

**EXHIBIT F**  
**CONTRACTOR IMMIGRATION WARRANTY**  
(To Be Completed by Contractor Prior to Execution of Contract)

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

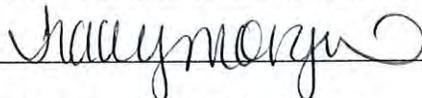
By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Contract Number:</b> 2012-PR-02			
<b>Name (as listed in the contract):</b> Bradshaw Cleaning Services			
<b>Street Name and Number:</b> 3528 S. Amanda St			
<b>City:</b> Flagstaff	<b>State:</b> Az	<b>Zip Code:</b> 86001	

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this Contract;
2. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. All subcontractors performing work under this Contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:

  
\_\_\_\_\_

Printed Name: Tracey A Morgan

Owner

Title: \_\_\_\_\_  
07/09/2012

Date (month/day/year): \_\_\_\_\_

**EXHIBIT C  
BID SECTION**

(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: Accurate Building Maintenance, LLC

Contact Name: Rebecca Finken

Principal Address: 3062 Sheridan St., Las Vegas, NV 89102

Phone: 888-646-7834 Fax: 702-870-0450

E-Mail: ron@accurateclean.com

Local Address: 1625 Spruce Canyon Dr., Prescott, AZ 86303

5725 N. Scottsdale Rd., Suite C-195, Scottsdale, AZ 85250

Type of Organization: Commercial Janitorial

Tax ID #: 88-0438372 State of Arizona Commercial License #: R1610820-0

City of Cottonwood Business Registration #: Will Register upon Award of Contract

2. Exceptions to IFB (§3.5.4 Exceptions to IFB): None

3. Disclosure of Debarment Information (§3.5.5 Disclosure): None

4. Brief Description of Company Qualifications and History (attach a separate sheet of paper as needed): \_\_\_\_\_

Originally founded by Ron & Rebecca Finken in 1994, the company has grown from a small one-crew team to a full-

Time staff of more than 175 employees with our Corporate Office in Las Vegas, NV and offices in Prescott and

Scottsdale Arizona. Our partnerships with 3M, Building Service Contractors Association International, Rescom, the

United States Green Building Association and others have made us one of the strongest contract cleaning companies

in the nation . We have successfully contracted with the State of Nevada for 12 years, we clean approximately 30

Schools from Pre-K to Universities and these facilities have gyms, work out rooms, equivalent to the Cottonwood

Recreation Center. Additionally we have successfully contracted with Olympia Management Services to clean

Park Restrooms.

5. Company Mission Statement: Accurate's team of Professionals is dedicated to partnering with our customers & vendors. We are known & recognized as an organization taking leadership & setting new standards in our industry. Accurate provides all employees with the best training & equipment in the industry & the opportunity to enhance their lives in a fun & friendly environment. Through respect, integrity and honest relationships with customers, vendors & employees, we are able to attract and retain customers that desire exceptional service.



A. Entity: Grant Sawyer Building (State of Nevada Facility (230,000 sq ft contracted since Jun 2000))  
 Address: 555 Washington Ave., Las Vegas, NV 89101  
 Contact: Herb Milbrat 2621 E. Sahara Ave., Las Vegas, NV 89104  
 Phone: 702-486-4300  
 Goods or services supplied and when provided: Provide janitorial & all paper & soap products 5 days per week. This facility has State agencies including Gaming Control and the Southern Nevada Office for the Governor of Nevada. Stringent background checks are required for all employees.

B. Entity: Parkview/Canyon View School  
 Address: 9030 E. Florentine Ave., Prescott Valley, AZ 86314  
 Contact: Betsey Bowers  
 Phone: 928-775-5115 School/928-420-1766 Cell  
 Goods or services supplied and when provided: Janitorial and floor services 5 days per week.

C. Entity: AAEC Prescott Valley Campus  
 Address: 7500 E. Civic Circle, Prescott Valley, AZ 86314  
 Contact: Karen McClellan  
 Phone: 928-775-3200 School  
 Goods or services supplied and when provided: Janitorial and floor services 5 days per week. Paper products and hand soap.

11. Receipt of Addenda:  
 Bidder acknowledges receipt of the following Solicitation Addendum(s):

<u>Addendum No.</u>	<u>Date</u>
<u>1</u>	<u>July 2, 2012</u>
<u>2</u>	<u>July 5, 2012</u>

12. Other Information Requested: None

13. Intent to be Bound by Bid: *Rebecca Finken*  
 (Signature of Individual Authorized to Sign Bid)

Rebecca Finken  
 (Printed Name of Individual Authorized to Sign Bid)

EXHIBIT E CERTIFICATE OF  
INSURABILITY

I hereby certify that as a Bidder to City of Cottonwood (City) for Solicitation No. 2012-PR-02, I am fully aware of insurance requirements contained in the Contract and by the submission of this bid. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Contract and shall be subject to penalties up to and including termination of the Contract at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.

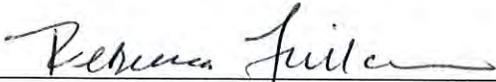
Company/Business Liability Carrier: Evanston Insurance Company

General Liability Insurance Carrier: Evanston Insurance Company

Automotive Liability Insurance Carrier: Diamond State Insurance Company

Worker's Compensation Insurance Carrier & Number: Peerless Indemnity Insurance Company WC8891622

Bonding Agent/Company & Number: Hub International 801-947-4116



Signature of Bidder

Accurate Building Maintenance, LLC  
Company

July 10, 2012

Date

**REVISED EXHIBIT D  
 BID SHEET**

City Building/Facility	Square Footage	# of Days/Week	Weeks/Year	Total Cost
City Hall	2,616	3	52	\$ 3,684.00annual
Business Assistance Center	2,720	2	52	\$ 2,484.00annual
Finance/Human Resources	2,530	2	52	\$ 2,484.00annual
Civic Center	5,876	2	52	\$ 4,668.00annual
Council Chambers	2,016	2	52	\$ 2,484.00annual
City Clerk's Office	1,400	2	52	\$ 2,172.00annual
Court Facilities	5,600	3	52	\$ 7,656.00annual
Waste Water Treatment Plant	1,872	2	52	\$ 3,684.00annual
Library	23,400	4	52	\$ 23,928.00annual
Recreation Center Facility	48,366	7	52	\$ 80,412.00annual
Recreation Center Offices, Work Areas, Break Room, Conference Room and Hallway	2,400	3	52	\$ 3,720.00annual
Cottonwood Airport	1,813	2	52	\$ 3,180.00annual
Old Town Conference Room	1,000	1	52	\$ 1,452.00annual
Cottonwood Aquatics Center	828	7	52	\$ 4,752.00annual
Garrison Park Public Restrooms	432	7	52	\$ 4,896.00annual
Riverfront Park Public Restrooms	340	7	52	\$ 3,840.00annual
Riverfront Little League Public Restrooms/Complex	1,832	7	52	\$ 11,136.00annual
Public Works Building	2,650	2	52	\$ 2,484.00annual
Old Town Jail Facility	616	1	52	\$ 1,224.00annual
City Hall Public Restrooms (outside of building)	270	5	52	\$ 4,356.00annual
Public Safety Building – Police/Fire Departments	28,046	3	52	\$ 37,156.00annual
Community Development and Utilities Building	4,451	3	52	\$ 10,128.00annual
Verde Valley Transit Facility	3,200	3	52	\$ 4,956.00annual
<b>Total Base Bid Costs</b>	<b>144,274</b>			<b>\$226,936.00annual</b>

Costs per hour for Emergency/After Hours Call Out	\$30.00per man hr/\$120 minim
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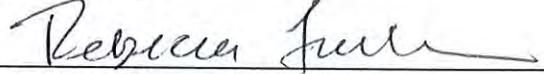
Bidder hereby certifies by signing and submitting this bid, that they have read and fully understand, and will comply with the Invitation for Bids.

Accurate Building Maintenance, LLC  
 Corporate Name

3062 Sheridan St., Las Vegas, NV 89102  
 Address

LLC  
 Type of Entity

Nevada  
 State of Incorporation

  
 Authorized Signature

Rebecca Finken  
 Printed Name

ADDENDUM TWO CITY  
OF COTTONWOOD  
CUSTODIAL/JANITORIAL MAINTENANCE SERVICES  
SOLICITATION NO. 2012-PR-02

July 5, 2012

1. Addition of the Verde Valley Transit Facility to the list of facilities on Exhibit D, Bid Sheet.  
**Please replace Exhibit D, Bid Sheet (page 40) of the Invitation for Bids with the attached REVISED Exhibit D, Bid Sheet.**
2. Correction of square footage listed for Business Assistance Center on Exhibit D, Bid Sheet (page 40).  
**The Business Assistance Center was erroneously listed at 560 square feet. The BAC is actually approximately 2,720 square feet. This amount was corrected on the REVISED Exhibit D, Bid Sheet.**
3. Clarification to Addendum #1, question #9:
  9. Who is the current vendor and what is the cost to the city currently?  
**The current vendor is Richardson's LLC. The current cost to the City is \$10,837.59 per month for all of the City facilities plus an additional average of \$8,000.00 per month for the Recreation Center.**

The City would like to clarify that the current costs referenced above do not take into consideration additional custodial requests that are included in the Invitation for Bids. Examples (not all inclusive) of additional items are:

- Increased cleaning of Recreation Center gym floors from once a month to twice a month.
- Addition of the Community Development Offices/Facility, Clerk's Office, and the Transportation Transit Facility.

**EXHIBIT F**  
**CONTRACTOR IMMIGRATION WARRANTY**  
(To Be Completed by Contractor Prior to Execution of Contract)

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

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

Contract Number: 2012-PR-02		
Name (as listed in the contract): Accurate Building Maintenance, LLC		
Street Name and Number: 3062 Sheridan St		
City: Las Vegas	State: NV	Zip Code: 89102

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this Contract;
2. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. All subcontractors performing work under this Contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:

Rebecca Finken

Printed Name: Rebecca Finken

Title: Manager

Date (month/day/year): July 10, 2012





## City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	August 7, 2012
<b>Subject:</b>	Request from Cottonwood Chamber of Commerce to Serve and Sell Beer and Wine at the the Cottonwood Kids Park as part of the Rhythm & Ribs Event.
Department:	City Clerk
From:	Parks and Recreation/Cottonwood Chamber of Commerce

### **REQUESTED ACTION**

Consideration of a request from the Cottonwood Chamber of Commerce for a waiver of Section 9.12.030 A., Alcoholic Beverages of the Municipal Code in order to sell and serve beer and wine during the 7<sup>th</sup> Annual Rhythm & Ribs event scheduled for September 22, 2012, at the Cottonwood Kids Park located at 12<sup>th</sup> Street and Cherry.

### **SUGGESTED MOTION**

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

"I move to waive Section 9.12.030 A. of the Municipal Code to allow the Cottonwood Chamber of Commerce to serve and sell wine at the Rhythm & Ribs event scheduled for September 22, 2012, at the Cottonwood Kids Park, subject to approval from the Arizona Department of Liquor Licensing and Control."

### **BACKGROUND**

Similar to previous years Rhythm and Ribs events at the Cottonwood Kids Park, the Cottonwood Chamber of Commerce has requested the right to sell beer/wine in two locations at the Cottonwood Kids Park from 11:00 a.m.-8:00 p.m. on Saturday September 22, 2012. This event will be a one (1) time request at the park facility which will authorize the Cottonwood Chamber of Commerce to proceed with this activity under their respective Special Event Liquor License with the State of Arizona.

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

This request is similar to other requests that have been made and granted for previous Rhythm and Ribs special events in the past, and most recently for the MS ride, and

Arizona Stronghold Vineyards/Wine Tasting.

**COST/FUNDING SOURCE**

N/A

**ATTACHMENTS:**

Name:

Description:

Type:

 [8-7-12 Municipal Code Chapter 9.12.doc](#)

Municipal Code Chapter 9.12

Cover Memo

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## Cottonwood Arizona-Code of Ordinances

### Chapter 9.12 - OFFENSES AGAINST PUBLIC PEACE

#### 9.12.030 - Alcoholic beverages.

- A. Except as provided in subsections B and C below, it shall be unlawful for any person to possess or consume any alcoholic beverage in any city park or building.
- B. It shall not be unlawful for persons of legal age to possess and consume non-intoxicating quantities of beer, and other malt beverages at the Riverfront Park Softball Field Complex, provided that such beverages are transported to and from the Complex in their original, non-glass containers.
- C. The city manager and/or community services general manager may authorize the possession and consumption of wine, beer, and other malt beverages by persons of legal age at the Cottonwood Recreation Center Banquet Hall and Cottonwood Civic Center, at events held in connection with the rental of those facilities by private individuals, groups and organizations; provided, however, that such authorization shall not include the authority to sell any alcoholic beverage unless the applicant also holds or obtains a license to do so from the Arizona Department of Liquor Licenses and Control.
- D. Before authorizing the possession and consumption of wine, beer, and other malt beverages as provided in subsection C above, the city manager or community services general manager shall ensure that the individual, group or organization responsible for the event will provide adequate security for the event, and that such individual, group or organization also provides adequate insurance against city liability and/or damage to city facilities and property.
- E. As a condition of the privilege of possessing, dispensing, and consuming wine, beer, and other malt beverages on city property in accordance with subsections B and C above, an individual, group, or organization that is granted this privilege shall accept any and all responsibility for injury or damage to persons or property resulting from the exercise of that privilege, and shall indemnify the city against any and all claims, demands, suits, costs, losses, damages, judgments and expenses of any kind arising in connection therewith.

## City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	August 7, 2012
<b>Subject:</b>	Special Event Liquor License for Cottonwood Chamber of Commerce (Lana Tolleson, Applicant).
Department:	City Clerk
From:	Marianne Jimenez, City Clerk

### **REQUESTED ACTION**

Council consideration and recommendation of approval or denial of a Special Event Liquor License Application submitted by Lana Tolleson, applicant for the Cottonwood Chamber of Commerce.

### **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 submitted by Lana Tolleson, applicant for the Cottonwood Chamber of Commerce, for the Rhythm and Ribs event scheduled for September 22, 2012."

### **BACKGROUND**

Lana Tolleson has submitted a Special Event Liquor License application on behalf of the Cottonwood Chamber of Commerce for the Rhythm and Ribs event scheduled for September 22, 2012, at the Soccer Field Park located at 350 South 12th Street.

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

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

### **COST/FUNDING SOURCE**

N/A

**ATTACHMENTS:**

Name:

Description:

Type:

 [8-7-12 Chamber Special Event LL.pdf](#)

Chamber Special Event LL Application

Cover Memo

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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 <sup>3</sup>\_\_\_\_\_ 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 Cottonwood Chamber of Commerce 100%  
Percentage

Address 1010 S. Main Street, Cottonwood, AZ 86326

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)

<sup>36</sup>\_\_\_\_\_ # Police  Fencing  
<sup>12</sup>\_\_\_\_\_ # Security personnel  Barriers

Staff personal trained and aware of state liquor laws and will enforce. City Police patrolling and enforcing front door and serving area.

Signs will be posted on site stating current liquor laws.

3 - ID Stations (checking identification and using wrist bands)

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

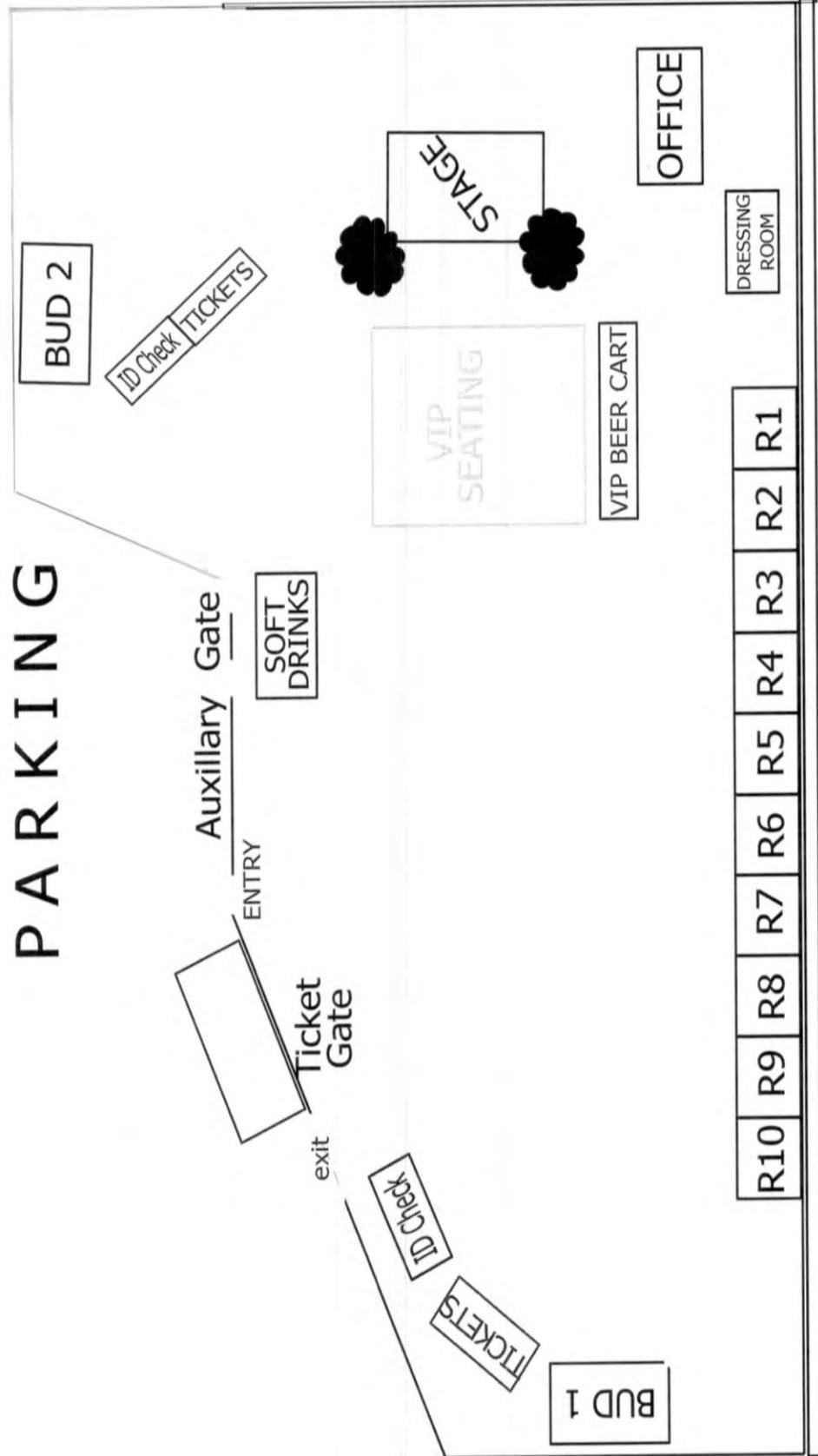
17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors  
under the provisions of your license. The following page is to be used to prepare a diagram of your special  
event licensed premises. Please show dimensions, serving areas, fencing, barricades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

PARKING

DRIVEWAY

PARKING

DRIVEWAY

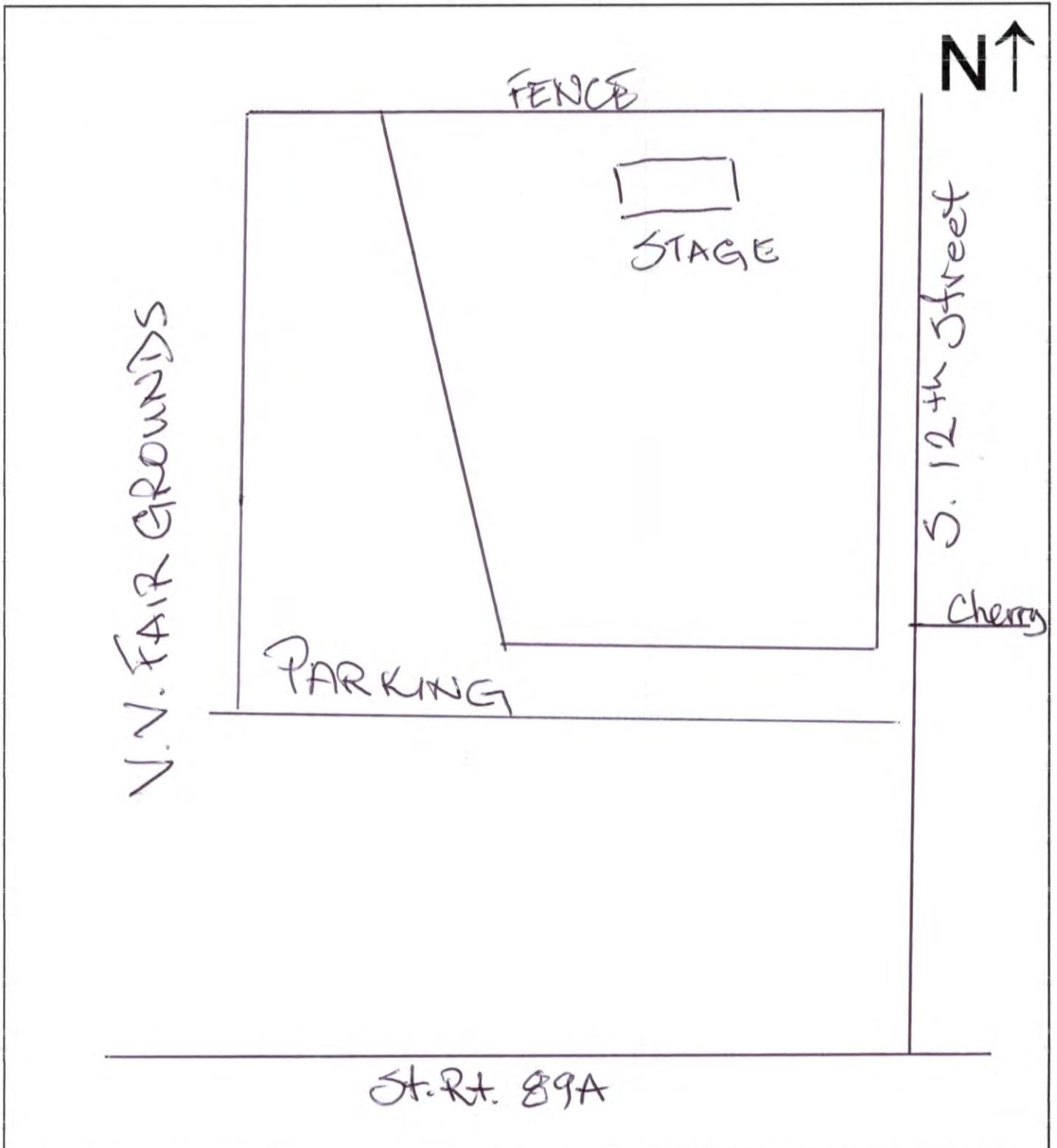


12TH STREET

BIRCH

**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.



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

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

X Lana Tolleson President/CEO 7-27-12 (928)634-7593  
 (Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Yavapai  
 The foregoing instrument was acknowledged before me this 27th July 2012  
 Day Month Year  
Rebecca Hernandez  
 (Signature of NOTARY PUBLIC)

My Commission expires on: 2-13-2015  
 (Date)

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

19. I, Lana Tolleson declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Lana Tolleson State of Arizona County of Yavapai  
 (Signature) The foregoing instrument was acknowledged before me this



27th July 2012  
 Day Month Year  
Rebecca Hernandez  
 (Signature of NOTARY PUBLIC)

My Commission expires on: 2-13-2015  
 (Date)

**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)

**CLAIMS REPORT OF AUGUST 7, 2012**

<b>FUND TOTAL</b>	<b>VENDOR NAME</b>	<b>DESCRIPTION</b>	<b>TOTAL \$0.00</b>
<b>CLAIMS EXCEPTIONS REPORT OF AUGUST 7, 2012</b>			
<b>FUND</b>	<b>VENDOR NAME</b>	<b>DESCRIPTION</b>	<b>TOTAL</b>
All	City of Cottonwood	Payroll 07/20/2012	\$431,738.48
All	City of Cottonwood	Payroll 08/03/2012	\$416,788.93
Gen	AZ State Treasurer	Court Fines June 2012	\$21,383.48
Utilities	D&K Farming Enterprises	Sludge Disposal PO 19045	\$7,779.20
Gen	Dell Marketing	PO 19109 Servers	\$36,786.80
Gen	Fireworks Productions	PO 19134 July 4th	\$20,000.00
Utilities	Grand Canyon Pump	PO 19126 Multistage pump	\$6,372.74
Gen	Waste Management	Transfer Station	\$5,555.46
Utilities	APS	Utilities	\$12,417.85
All	Public Employers Health Pool	July 2012 Insurance Premiums	\$143,003.42
Gen	Hill Brothers Chemicals	Chemicals	\$5,630.19
Gen	Larry Green Cheverolet	Sales Tax reimbursement	\$17,531.61
Utilities	Quadna	PO 19130 SVC Pump	\$6,713.95
Utilities	US Postmaster	Postage Meter	\$5,350.00
All	United Fuel	Fuel	\$13,592.00
Gen	VV Chamber of Commerce	Bed Tax June 2012	\$11,588.40
Gen	VV Senior Center	4th Qrt FY 2012	\$11,250.00
Gen	Waste Management	Transfer Station PO 19143	\$19,098.02
Gen	Yavapai Broadcasting	Christmas Lights 2012 advertising	\$5,000.00
All	APS	Utilities	\$10,884.69
All	CDW Government	Backup and Computers	\$5,982.58
All	Cottonwood Mun Water	Water utilities	\$5,597.26
Utilities	Envirogen Technologies, Inc	Arsenic Maintenance May and June PO 19033	\$69,424.32
Utilities	Ferguson Waterworks Inc	Supplies	\$14,729.46
Utilities	HD Supply Waterworks	Supplies	\$6,118.60
Gen	Linsco Private Ledger	Volunteer Firefighter Pension Fund	\$23,300.68
Gen	Public Sector Personnel Consultants	Comp Study	\$6,000.00
All	Richardsons LLC	Custodial	\$19,868.73
<b>TOTAL</b>			<b>\$1,359,486.85</b>