A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD SEPTEMBER 18, 2012, AT 6:00 P.M., AT CITY COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER--THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.

V. CALL TO THE PUBLIC-- This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02.H.) Comments are limited to a 5 minute time period.

VI. PROCLAMATION—VERDE RIVER DAY.

VII. APPROVAL OF MINUTES—Regular Meeting of 9/4/12.

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

VIII. UNFINISHED BUSINESS

1. ORDINANCE NUMBER 587--AMENDING THE ZONING MAP OF THE CITY OF COTTONWOOD, ARIZONA, FOR A PARCEL OF LAND TOTALING APPROXIMATELY 8.060 ACRES, LOCATED AT 533 NORTH WILLARD STREET, APN 406-42-007, SO AS TO CHANGE CERTAIN DISTRICT BOUNDARIES AND CLASSIFICATIONS THEREOF FROM THE PRESENT ZONING OF R-1 (SINGLE FAMILY RESIDENTIAL) TO PAD (PLANNED AREA DEVELOPMENT); SECOND & FINAL READING.

IX. CONSENT AGENDA

1. NEW LIQUOR LICENSE APPLICATION SUBMITTED BY DONALD RIFFEL, OWNER OF THE MAIN STAGE, LOCATED AT 1 SOUTH MAIN STREET.

2. RESOLUTION NUMBER 2661--APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE CREATION AND PARTICIPATION IN THE YAVAPAI CHILD ABDUCTION RESPONSE TEAM WITH THE YAVAPAI COUNTY SHERIFF'S OFFICE, THE CITIES OF PRESCOTT AND SEDONA, THE TOWNS OF CAMP VERDE, CHINO VALLEY, CLARKDALE, AND PRESCOTT VALLEY, AND YAVAPAI COLLEGE.

3. AMENDED INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF CLARKDALE FOR POLICE DISPATCHING SERVICES.

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

1. RESOLUTION NUMBER 2660--APPOINTING A MEMBER OF THE LIBRARY BOARD AND ESTABLISHING THEIR TERM OF OFFICE.

2. ORDINANCE NUMBER 588--AMENDING THE MUNICIPAL CODE BY DELETING CHAPTER 2.104, SENIOR COMMISSION, OF TITLE 2, ADMINISTRATION AND PERSONNEL; FIRST READING.

3. RESOLUTION NUMBER 2662--APPROVING A GRANT AGREEMENT WITH THE UNITED STATES OF AMERICA, ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR THE DESIGN OF AN AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) AT THE COTTONWOOD AIRPORT.

4. REQUEST FROM THE COTTONWOOD BOYS & GIRLS CLUB FOR FINANCIAL ASSISTANCE FROM THE CITY TO HELP PAY FOR ELECTRICAL UPGRADES TO THE BOYS & GIRLS CLUB BUILDING.

XI. CLAIMS & ADJUSTMENTS

XII. PINE SHADOWS WATER UTILITY COLLECTIONS MATTER AND ACRD/KUHLT V. CITY. PURSUANT TO A.R.S. §38-431.03.A.3 AND/OR A.4, THE CITY COUNCIL MAY VOTE TO CONVENE IN EXECUTIVE SESSION TO CONSULT WITH ITS ATTORNEY(S) REGARDING THE ABOVE-DESCRIBED MATTERS, TO RECEIVE LEGAL ADVICE, AND TO PROVIDE DIRECTION.

XIII. ADJOURNMENT

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

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

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

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

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

WHEREAS, the Verde River is a riparian resource that winds its way through the heart of Cottonwood and the Verde Valley; and

WHEREAS, the citizens of Cottonwood cherish our natural environment; and

WHEREAS, Cottonwood's most precious natural resource, the Verde River corridor, reflects our community, who we are, and why we live here; and

WHEREAS, the Verde River corridor is a welcome and essential bed and breakfast for Neotropical birds on the arduous migration path between northern and southern Americas; and

WHEREAS, more than 340 bird species have been recorded flying, trilling and resting along the green riparian pathway and some of the highest breeding bird densities of any North American habitat exist in the Verde River riparian area; and

WHEREAS, the Verde River is a unique and important environmental and economic resource. It contains a significant amount of the riparian habitat left in Arizona where 85 percent of all wildlife in the area looks for sustenance and is critical to the survival of numerous native aquatic and terrestrial species; and

WHEREAS, the Verde River is a significant water supply and recreational corridor; and

WHEREAS, we risk losing this treasure if we don't strategize together to preserve it for future generations; and

WHEREAS, Arizonans must continue our work to successfully find accommodation for all the roles that rivers play, and

WHEREAS, Verde River Day was organized in 1988 to promote awareness of the Verde River's distinctive riparian habitat; and

NOW, THEREFORE BE IT RESOLVED that I, Diane Joens, Mayor of the City of Cottonwood, Arizona, do hereby proclaim September 29, 2012, as

Verde River Day in the City of Cottonwood

_____

Diane Joens, Mayor

City of Cottonwood, Arizona
City Council Agenda Communication

Print

Meeting Date:	September 18, 2012
Subject:	Verde Valley Medical Center Hospice Facility
Department:	Development Services
From:	George Gehlert, Community Development Director

REQUESTED ACTION

Approval of a Zone Change from R-1 (Single Family Residential) to PAD (Planned Area Development) in order to accommodate the development of a 10-bed hospice facility.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: I move to approve Ordinance Number 587.

BACKGROUND

The proposal includes the old Catholic Church property on North Willard Street. On August 20th, the Planning and Zoning Commission recommended approval of the zone change subject to the stipulations detailed in Ordinance 587. The staff memo is attached for your review.The first reading of Ordinance Number 587 was held at the September 4, 2012, council meeting and there were no comments from the public.

JUSTIFICATION/BENEFITS/ISSUES

The request conforms to the City's General Plan and will provide a much needed community facility. The project also includes the re-location of the old church approximately 200 feet south and east of its current location. The majority of the property would remain open space.

COST/FUNDING SOURCE

N/A. The developer will provide for all costs associated with this facility.

ATTACHMENTS:

Name:	Description:	Type:
Hospice_Council_Pkt.pdf	P&Z Attachments for Ordinance 587 Memo	Cover Memo
ord587.doc	Ordinance 587	Ordinance

STAFF MEMO

TO: Planning and Zoning Commission

FROM: George Gehlert, Community Development Director

FOR: August 20, 2012

SUBJECT: **Z 12-003 / DR 12-013**
Zone Change and Design Review for VVMC Hospice Facility

Consideration of a request for a zoning change from R-1 (Single Family Residence) to PAD (Planned Area Development) on a 8.059 acre site located along North Willard Street approximately 400 feet south of its intersection with North Main Street. The request also includes consideration of the associated Design Review application for a one story 13,500 sq. Ft. building for the Verde Valley Hospice Center. APN: 406-42-007. Address: 533 N. Willard Drive. Owner: Verde Valley Medical Center. Agent: Duane Ray.

Existing Zoning and Land Uses

The site is located adjacent to Old Town along the east side of North Willard Road within an R-1 (single family) zone. The acreage is presently the site of the old Catholic Church, built in 1925. A recent fire destroyed an administrative building formerly located to the rear.

Areas to the west and south are also zoned R-1, including older single family homes to the west, and the Cottonwood Elementary School to the south. Areas to the east are zoned R-2 (single/multi-family residential) and are vacant at this time. The C-R (commercial-residential) zone is located to the north. This area includes a mixture of single family homes and light commercial uses.

Proposal

The applicants are proposing to move the existing 2,893 sq.ft. church to a location somewhat south and east of its present site in order to free up the flattest portion of the property so the adjacent slopes will not be disturbed. Much of the site is encumbered by significant slope areas that will be retained as undisturbed open space.

The proposal is to construct a 10-bed hospice facility, associated parking and landscaping improvements. The building would be a single story structure which includes services and facilities for residents, visitors and staff. The structure is characterized by a curvilinear layout, rock piers and facings and metal roofing. The project will be constructed as part of a single phase.

The applicants have also suggested possible future development may include an administrative building north of the parking area and southwest of the current building site. If so, that project would be processed as an amendment and subject to a separate Design Review submittal.

Given the proposed use of the property, existing zoning, character of the site and proximity to Old Town, a Planned Area Development was encouraged by Staff. Part of the requirement is submittal of a Master Development Plan, attached for your review. As a zone change request, this proposal will also be reviewed by the City Council.

Compatibility with General Plan

Cottonwood's General Plan designates this location as appropriate for community services and medium density residential development characteristic of the R-2 zone, ranging in density from 5 to 11units per acre (88 residential units). The R-2 zone also allows for schools and day care facilities. The 10-bed hospice facility would result in far less density and traffic than any of these uses. Therefore no amendment to the General Plan was required as part of this proposal.

Public Review

On July 9, 2012, a community meeting was held on-site to provide an opportunity to publicize the proposal and for interested neighbors to ask questions and express any concerns. Written notice regarding the community meeting, pending P&Z and City Council hearings was mailed to all property owners within 300 feet of the property. The zoning request and hearing dates were also posted on-site and legally advertised. Attendance at the community meeting was minimal. A summary and sign in sheet is attached.

ISSUES

- **Architecture and Treatments:** The property includes a historic church site located adjacent to Old Town. It also features flagstone rock treatments and metal roofing. Staff believes the contemporary nature of the design actually helps to show off the nearby historic church structure.

- **Possible Roof Reflectivity:** The large metal roof may result in some reflectivity. The Commission may want to consider examples of the roof material and coating/coloring.

- **Common Access:** The access drive has historically been shared with the elementary school, which owns the remaining area between the south boundary and the nearby fence line. The entry provides access to a fire hydrant at the rear of the school. The route has been retained in the development plan for the hospice.

- **Landscape Buffer:** As part of the landscaping proposal, the applicants have offered to landscape the remnant strip of property which lies between their south boundary and the fence line on the school property.

- **Streetscape:** As much of the frontage area is encumbered by slopes, most of the streetscape will remain in its natural state. Only the flattest portions adjacent to the entry will be landscaped.

- **Outdoor Lights / Up-lighting:** The lighting examples include some up-lighting. There is an allowance for unshielded lighting but up-lighting is generally discouraged. The Commission may want to discuss these treatments.

- **Signs:** No signage was included with the submittal.

- **Revisions to MDP:** Staff will require some minor revisions to the Master Development Plan submittal.

RECOMMENDATION

Staff is supportive of this request and therefore recommends approval of **Z 12-003** and **DR 12-013**, subject to the following stipulations:

1. That the project be developed in conformance with the Master Development Plan dated July 17, 2017 (as may be further modified by the Commission).

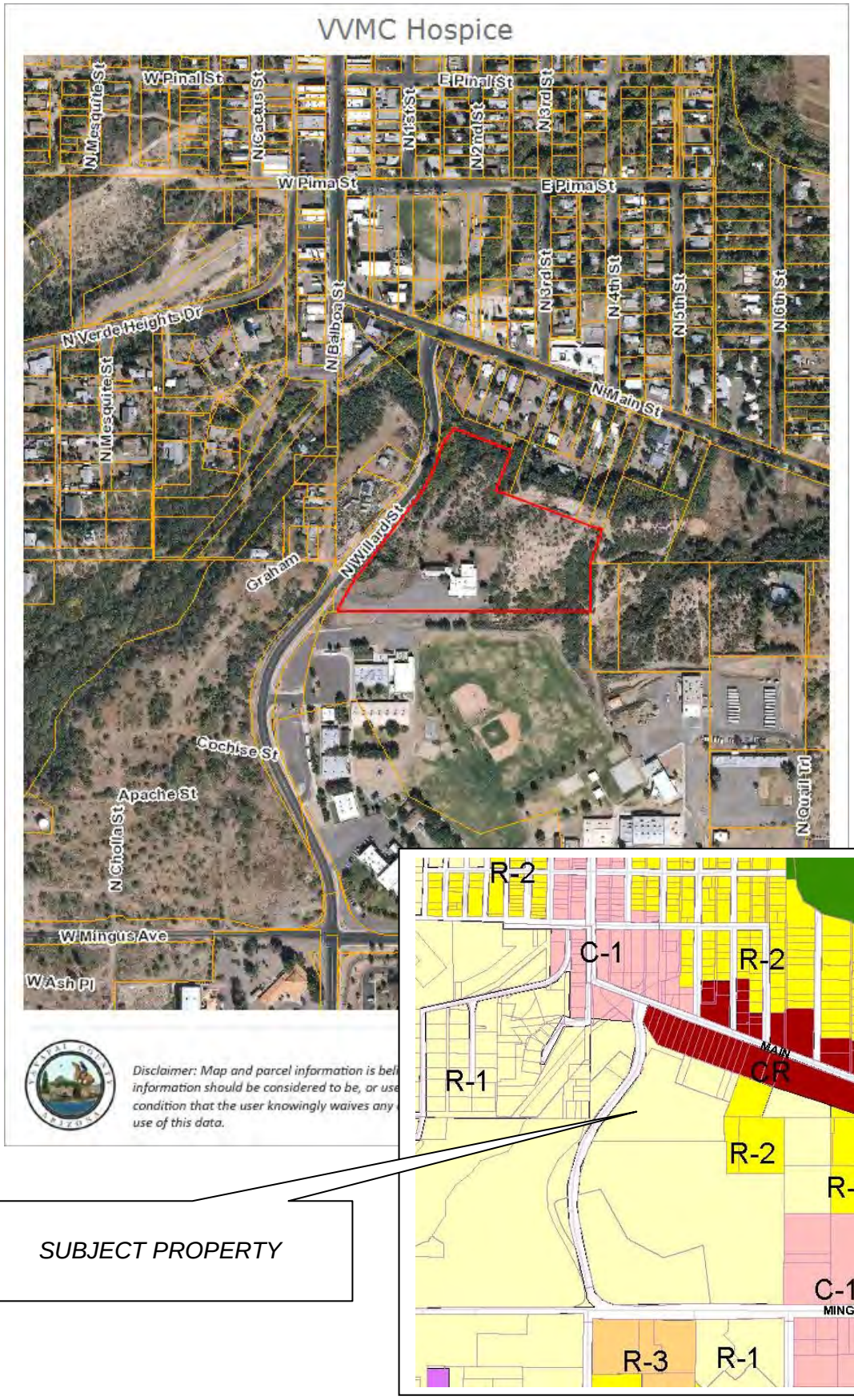
2. That administrative permits be obtained for all signs.

3. That revisions to the Master Development Plan be provided prior to issuance of building permits.

4. Anything else the Commission deems necessary.

Enc: Master Development Plan Proposal
Code Review Summary
Neighborhood Meeting Summary and Sign-In Sheet

AERIAL PHOTO AND ZONING EXHIBIT

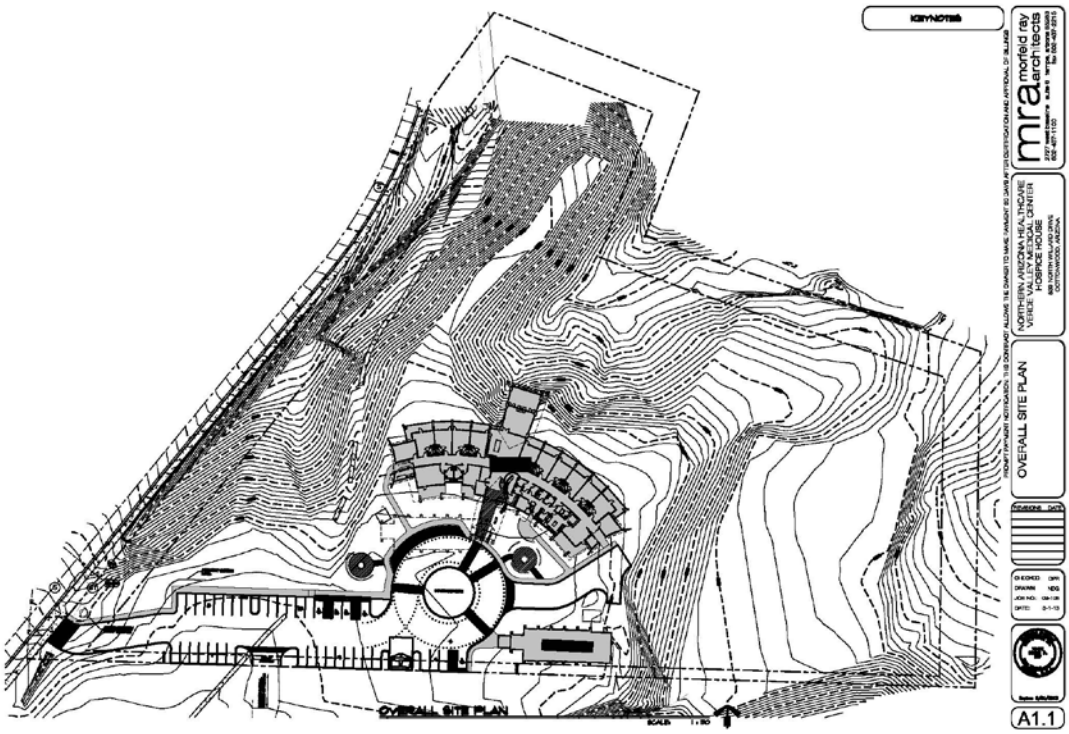


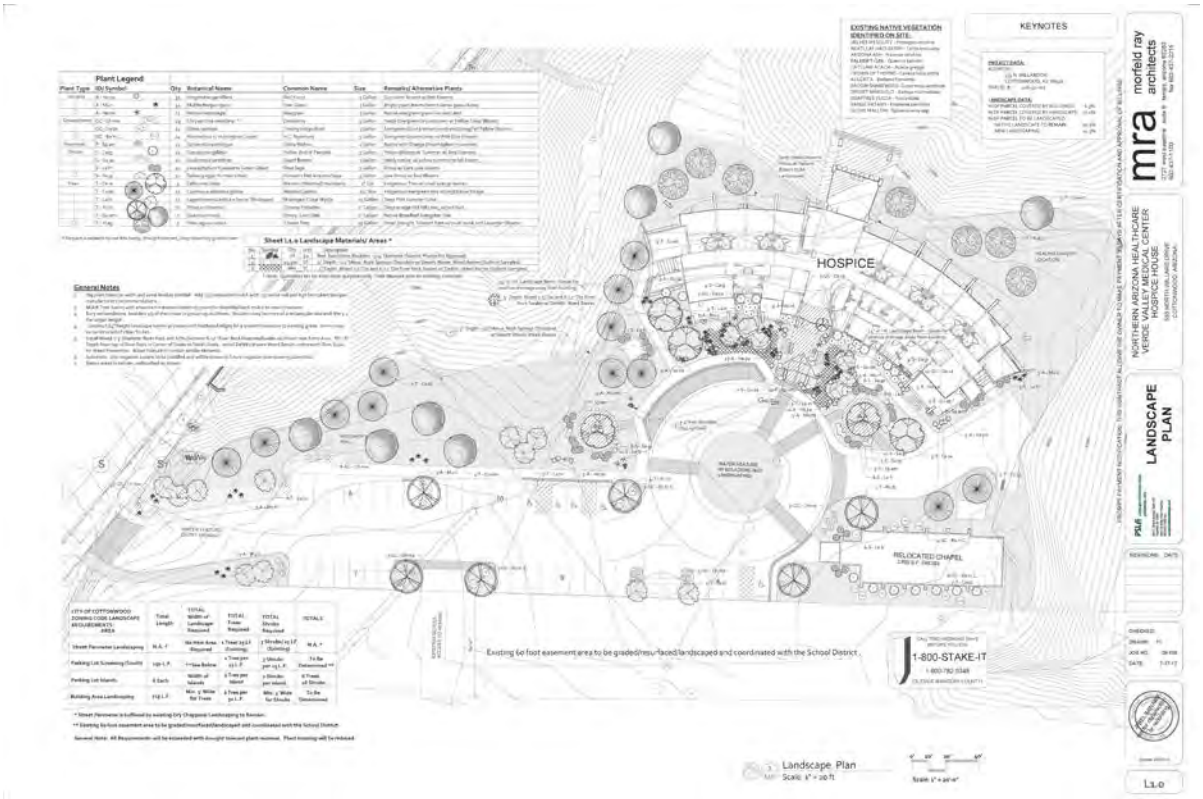
SUBJECT PROPERTY


City of Cottonwood
ZONING NOTICE
Request:
Case No.:
Site Locations:
Acreage:
Applicant:
Date & Time:
Verde Valley Medical Center
Neighborhood Meeting
Planning & Zoning Commission
City Council


SUBJECT PROPERTY
SCHOOL PROPERTY
THIS AREA WILL ALSO BE LANDSCAPED AS PART OF THIS PROPOSAL

SITE DEVELOPMENT PLAN





ELEVATIONS

mra

HOSPICE HOUSE - COLORED ELEVATIONS

Verde Valley Medical Center
Northern Arizona Healthcare

269 South Candy Lane
Cottonwood, Arizona 86326
928-634-2251
www.nahealth.com

Letter of Intent

Date: July 17, 2012

Parcel Number: 406-42-007

Property Owner: Verde Valley Medical Center

Applicant: Verde Valley Medical Center/Morfeld Ray Architects

VVMC purchased the property from the Catholic Diocese last year to build a new Hospice House. The site is approximately eight acres in an area with a good deal of topography. There is an existing Chapel on site and it is our intention to relocate the Chapel from the ridge to the southern property line. This will provide the Hospice significantly better views and privacy while allowing the potential future reuse of the Chapel. We estimate that 70% of the site will remain open space and untouched.

The Facility will be a one story masonry building with stucco and stone veneer approximately 13,500 square feet. The building will be fire sprinklered and built to one hour fire rated construction. The roof structure will be low sloping wood joist & beams with metal roofing.

Since our initial Code Review the Annex Building has burned down and been removed from the site.

We are requesting to rezone the subject property from R-1 to PAD (Planned Area Development). The only off-site improvement I am aware of is a new entry drive off Willard Street.

We estimate the cost to be in the range of $2.4 million to $2.8 million.

Upon rezoning approval we will complete the construction documents and submit for building permit within 90 days.

Sincerely,

Rick Peterson
VP Support Services

PAD SUBMITTAL

VVMC Hospice Facility

533 North Willard Drive Cottonwood Arizona 86326

Verde Valley Medical Center

269 South Candy Lane Cottonwood Arizona 86326

July 17, 2012

Morfeld Ray Architects

2727 West Baseline Road Tempe Arizona 85283

Table of Contents

VVMC Hospice Facility

Building Owner:
Verde Valley Medical Center (928) 634-2251
269 South Candy Lane
Cottonwood Arizona 86326
Contact: Rick Peterson email: rick.peterson@nahealth.com

Architect
Morfeld Ray Architects (602) 437-1100
2727 West Baseline Road #6
Tempe Arizona 85283
Contact: Duane Ray email: duane@morfeldray.com

Structural Engineer
Tor Engineering (928) 526-6174
1623 North 1st street #210
Flagstaff Arizona 86004
Contact: Bob Hubbard email: BobHubbard@TOREngineering.com

Mechanical Engineer
Kunka Engineering Inc. (602) 840-1701
4250 East Camelback Road
Phoenix Arizona 85225
Contact: Pete Kunka email: Pete@kunka.com

Electrical Engineer
Associated Engineering Inc. (602) 274-8988
111410 North Cave Creek Rd
Phoenix, Arizona 85020
Contact: Manny Hamner email: lmh@aeiphx.com

Civil Engineer
Shephard Wesnitzer Inc. ((928) 639-2712
1756 East Villa Drive
Cottonwood Arizona 86326
Contact: Joe Link email: jlink@swiaz.com

Landscape Architect
PSLA (928)779-3258
305 E. Cherry Avenue # 202
Flagstaff, AZ 86001
Contact: Pam Symond email: pamsymond@psladesign.com

Project Data:

Address:	533 North Willard Dr Cottonwood AZ 86326
Parcel Number:	406-42-007
Gross SF:	351,077 square feet
Acres:	8.059 Acres
Square Footages:	
• Exist Chapel	2,893 square feet
• New Hospice	13,561 square feet
Max Bldg Height	36'- 0"
Existing Bldg Height	24'-3"
Construction Type:	III A
Current Zoning:	R-1
Proposed Zoning:	P.A.D. (Planned Area Development)
Existing Use:	Church
Proposed Use:	Hospice
Setbacks:	
• North	35'
• South	10'
• East	35'
• West	35'

Coverage

	PAD	Actual
Buildings:	25%	6.3%
Hardscape:	25%	12.1%
Existing/New landscaping:	50%	81.6%

Parking Requirements:

Hospice – 13,561 sf	5 spaces
Chapel	36 spaces
Total Parking provided	41 spaces
Accessible Spaces Required:	2 spaces
Accessible Spaces Provided:	6 spaces

Project Narrative

The Verde Valley Medical Center Hospice Project is a one story, assisted living directed care hospice facility. This facility will cater to the needs of terminally ill patients and their families to make their last days as comfortable as possible. The facility will include 10 private patient rooms; kitchen and living room areas for family; and all necessary staff support spaces.

VVMC has been acquiring donations for a new hospice for a number of years as there is a critical need in the Cottonwood community for a hospice facility. VVMC has been trying for years to get the hospice built, but could never find the proper site. However, when the Church site became available, it became apparent VVMC made the right choice in selecting this 8 acre parcel. The site is large enough to offer patients privacy and seclusion with spectacular views to the north and outdoor areas for relaxation, with most of the site remaining in its natural state. The site is also large enough should VVMC ever want to expand the facility. The existing Chapel will be relocated to the south so the hospice may take advantage of the extraordinary views and location.

Project Objectives

The primary mission is to build a Hospice Facility in the Cottonwood Community where it is needed.

During the design process we realized that in order to meet our goals at this site we would need to relocate the Chapel, so it is our intention to move the Chapel south of its original location. This will keep the Chapel on site in its original configuration in a location benefiting both the hospice and allow future reuse of the Chapel.

The hospice facility is to be located at the old chapel site for the following reasons:

- Take advantage of the natural character of the site
- Maximize views
- By locating the facility on the ridge away from the road we give patients the privacy and seclusion they require
- Maximize the natural open space
- Accommodate future expansion
- Reduce the physical impact on the site during construction
- Reducing cut and fill

The building aesthetic is based on several factors:

- Use of Traditional materials – stone, heavy timber, stucco, glass & metal roofing
- One story design to accommodate handicap/gurney patients
- Curving the building to create views, emulate the site & reflect terrain
- Linear design to allow all patient rooms views to the mountains
- Privacy/Separation of Patient Rooms from all other rooms
- By locating the facility on the ridge we maintain 70% open space
- Incorporating Natural light via clerestories, skylights and windows
- Vaulting interior spaces to present a more residential character
- Installing upgraded interior finishes such as ceramic tile flooring, wood ceilings, stone walls to create a more residential less institutional feel

- Provide secondary spaces for family members such as residential kitchen, sleep areas, healing gardens family rooms, etc.
- Economics: wood framed roof assembly, slab on grade, metal stud interiors, masonry exterior walls are all standard construction techniques which are common to the industry and will help keep the construction budgets in line

The new entry to the facility shall be located in the same general area where it currently occurs. This location will allow the elementary school to maintain rear vehicular access. The new entry will be installed with new paving and signage with Willard Street landscaping upgraded. The traffic increase on Willard will be negligible. Parking will be screened by masonry walls and landscaping and set back from the street a minimum of 80 feet, reducing the visual impact of parked cars on the site.

West across Willard Street are assorted single family residential units. South is the school & ball fields. To the North are single family residential units and to the east more open space. The site density of the Hospice is one bed per .8 acres this ratio is considerably less than the neighborhood .

With the size of the building and occupant load so low we are able to keep most of the site's natural open space allowing patients more opportunities to enjoy nature.

Another major innovation was incorporating natural light into the facility. We have natural lighting via clerestory windows & skylights throughout the facility and main corridors. All the patient rooms face north with floor to ceiling glass with spectacular views of the mountains.

Neighborhood quality should improve with the site occupied. Transient issues should be eliminated, making a more secure area

The Facility is setback a minimum 136 feet from the street giving relief, privacy and a sense of security to the patients.

General Plan Review

This site proves to be an excellent location for the hospice, centrally located, close to VVMC, providing patient privacy & natural open space & low water usage & generally complying with the general plan goals and policies. With exceptional views to the north and privacy from the street this location provides unique features within the applicable plan area.

Chapel / Hospice Design Analysis

In analyzing the design of the hospice we realized in the beginning it would be a mistake to try and copy the Chapel or even try to make the building stylistically similar. In doing so we would reduce the impact of the Chapel on the site and on the community. If the buildings were to have similar lines, shapes, and colors both buildings would blend together, looking alike, limiting the character and individuality of each structure, and seriously reducing the architectural significance and possibly the historical importance of the Chapel. With the Hospice Facility being so stylistically different the 1925 historic Chapel structure does not fade into the background, but rather makes a statement of its own.

Design Guidelines/ Property Development Standards

General Guidelines

The following are general conceptual guidelines for future development on the site

- Take advantage of the natural character of the site
- Maximize views
- Maximize the natural open space
- Reduce the physical impact on the site during construction
- Reduce cut and fill
- Use Traditional materials – stone, timber, stucco, glass & metal roofing
- Incorporate Natural light via clerestories, skylights and windows
- Vault interior spaces to present a more residential character
- Use Economical construction techniques: wood framed roof assembly, slab on grade, metal stud interiors, masonry exterior walls
- Match exterior finishes used on the Hospice project

Building Material Selection

Stone Veneer:	Coronado Quick Stack Ledgestone Four Rivers
Stucco:	Dryvit color Vandyke Texture – Sandblast
Glazing:	Bronze low e insulated glazing
Window Framing:	Arcadia Dark bronze storefront
Metal Roofing:	Copper colored metal roofing by Custom-Bilt Metals
Heavy Timber:	Natural clear finish
Concrete walks:	Grey concrete salt finish
Colored Concrete:	Davis – Brick Red 160
Asphalt Paving:	Asphaltic concrete paving
Accent pavers:	Pavestone City Stone 1, 11, 111 Sierra Blend

Site Features

Outdoor Lighting:

- Pole Mount Area Light 15’ KIM Lighting the Archetype 150 HPS

Site Features

Outdoor Lighting:

- Walkway Bollard 42” KIM Lighting Site Lightforms SL170 HID

Site Features

Outdoor Lighting:

- Wall Sconce D.M. Lighting 4555 WB

Site Features

Outdoor Lighting:

- Wall Light KIM Lighting 14” Wall Director

Site Features

Exterior walls

- Stucco on 8” masonry
- Stone on 8” masonry
- Trash Enclosure

Site Features

Design Details:

- Water Feature – 3 vertical 16” x 16” x Basalt stones of various heights: 84”, 66, & 50” heights

Signage:

- Metal Letters – rusted Cast Steel, size as indicated, with threaded mounting studs set in adhesive projected with spacers, back lighted

Buffer between School & Hospice”

- damaged paving between property line & school to be removed and replaced with 2” of decomposed granite

Open Space

Open Space shall not be less than 30% of the gross acreage of the parcel
Open space shall be conceptually depicted on the PAD as:

- Hiking trails
- Private park & recreational areas
- Floodway and floodplain areas designated as undeveloped areas
- Retention basins
- Landscape yards
- Development site enhancements, including washes, drainage courses, riparian areas, hillsides, ridge lines, and other natural open space areas

Landscape Standards

Code Review Comments

Neighborhood Meeting Minutes & Sign-in Sheet

Neighborhood Meeting Minutes

July 9, 2012

- Existing well to be abandoned

- Runoff water will not increase existing flows. New retention basins to be installed

- Chapel to be relocated within 10'-0" of South property line

- VVMC to contact school administrator to confirm disposition of 60' paving between hospice property and school fencing. VVMC would like to remove paving and replace with 2" of decomposed granite – entire length

- Existing northern access to school to remain

- Existing relationship of finish floor to grade to be maintained at new location

- Per diocese no burial site exist on site

- It is the intent of VVMC to have local contractors in the general area (Flagstaff, Prescott, Cottonwood) bid the project.

- Zoning submittal deadline is July 17th

- SIGN IN.

Pete Munter 772 N. Main Cottonwood
928-634-5460

[illegible] Pellock 1380 Bates Rd, Cottonwood
928-634-8453

GEORGE BEHLERT C.O. COTTONWOOD 4-5505 X 3321
Charlene Pack 780/778/776 N. MAIN CTWD
3 bldgs

ORDINANCE NUMBER 587

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF COTTONWOOD, ARIZONA, FOR A PARCEL OF LAND TOTALING APPROXIMATELY 8.060 ACRES, LOCATED AT 533 NORTH WILLARD STREET, APN 406-42-007, SO AS TO CHANGE CERTAIN DISTRICT BOUNDARIES AND CLASSIFICATIONS THEREOF FROM THE PRESENT ZONING OF R-1 (SINGLE FAMILY RESIDENTIAL) TO PAD (PLANNED AREA DEVELOPMENT).

WHEREAS, the Planning & Zoning Commission held a public hearing on August 15, 2012, concerning the rezoning of property owned by Northern Arizona Healthcare Corporation and has recommended approval of this request; and

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

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

Section 1: That the following described parcels of land (APN 406-42-007) lying within the City of Cottonwood, Yavapai County, Arizona, shall be and are hereby reclassified from R-1 (Single Family Residential) to PAD (Planned Area Development), subject to the applicant's compliance with the conditions and stipulations set forth below under Section 2.

Legal Description

APN 406-42-007

PARCEL 1

That certain parcel of land described in Book 343 of Official Records, Page 297-298, hereinafter referred to as R1, EXCEPT that portion of said parcel conveyed as right of way to the Town of Cottonwood through instrument recorded in Book 388 of Official Records, Page 186-188, and EXCEPT any portion of that certain parcel of land set forth in Book 1031, Page 135, all situated in the Northwest quarter of Section 34, Township 16 North, Range 3 East of the Gila and Salt River Base and Meridian in the City of Cottonwood, Yavapai County, Arizona, and described by metes and bounds as follows: COMMENCING, for reference, at the Northwest corner of said section 34;

THENCE South 01 38'54" West a distance of 1320.84 feet to the Southwest corner of the Northwest quarter of the Northwest quarter of Section 34 (Basis of Bearing as per Book153 of Surveys, Page 66, hereinafter referred to as R2);
THENCE continuing South 01 38'54" West a distance of 162.16 feet to the Southwest corner of said R1;
THENCE South 88 16'09" East a distance of 7.64 feet to the intersection of the South line of R1 with the Easterly right of way of Willard Street and the TRUE POINT OF BEGINNING of this description;
THENCE North 39 24'10" East along said easterly right of way line, a distance of 446.77 feet to the beginning of a curve concave to the Northwest;
THENCE along said curve the arc length of which is 227.28 feet, the radius of which is 507.50 feet, through a central angle of 25 39'34", the cord of which bears North 27 41'31" East for a chord length of 225.39 feet to the Southwest corner of that certain parcel of land set forth in Book 3828, Page 480;
THENCE North 36 01'21" East a distance of 105.07 feet to an angle point in said parcel;
THENCE South 68 57'48" East a distance of 214.24 feet to the Southeast corner of said parcel;
THENCE South 20 28'08" West a distance of 150.00 feet to the Southwest corner of that certain parcel of land set forth in Book 3128, Page 509;
THENCE South 69 35'17" East a distance of 50.00 feet to the Southeast corner of said parcel;
THENCE South 71 12'51" East a distance of 295.90 feet;
THENCE South 01 03'06" West a distance of 135.68 feet;
THENCE South 00 48'53" West a distance of 191.77 feet;
THENCE North 88 16'09" West a distance of 396.80 feet;
THENCE North 01 43'51" East a distance of 220.00 feet;
THENCE North 88 16'09" west a distance of 180.00 feet;
THENCE South 23 18'27" West a distance of 236.55 feet;
THENCE North 88 16'09" West a distance of 258.03 feet to the point of Beginning.

PARCEL 2

That certain parcel of land referred to in Book 1015, Page 87, hereinafter referred to as R7, said parcel is situated in the Northwest quarter of Section 34, Township 16 North, Range 3 East of the Gila and Salt River Base and Meridian in the City of Cottonwood, Yavapai County, Arizona, and described by metes and bounds as follows:
COMMENCING, for reference, at the Northwest corner of said Section 34;
THENCE South 01 38'54" West a distance of 1320.84 feet to the Southwest corner of the Northwest quarter of the Northwest quarter of Section 34 (Basis of Bearing as per Book153 of Surveys, Page 66, hereinafter referred to as R2);
THENCE South 56 41'51" East a distance of 309.72 feet to the TRUE POINT OF

BEGINNING of this description;
THENCE South 88 16'09" East a distance of 267.00 feet;
THENCE North 01 43'51" East a distance of 220.00 feet;
THENCE North 88 16'09" West a distance of 180.00 feet;
THENCE South 23 18'27" West a distance of 236.58 feet to the point of beginning.
THE combined area of Parcels 1 and 2 is 8.060 acres, more or less.

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

1. That the project be developed in conformance with the Master Development Plan dated July 17, 2012.
2. That administrative permits be obtained for all signs.
3. That the sign submittal shall include a monument sign.
4. That revisions to the Master Development Plan be provided prior to issuance of building permits.
5. That all outdoor lighting meet the Dark Sky Ordinance.
6. That additional plantings be added along North Willard Street to cover the spill slope area adjacent to the old sidewalk.

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

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, THIS 18TH DAY OF SEPTEMBER 2012.

_____
Diane Joens, Mayor

ATTEST:

_____
Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

_____
Steve Horton, Esq.
City Attorney

City of Cottonwood, Arizona
City Council Agenda Communication

Print

Meeting Date:	September 18, 2012
Subject:	New Liquor License Application for Donald Riffel, owner of The Main Stage.
Department:	City Clerk
From:	Marianne Jiménez, City Clerk

REQUESTED ACTION

Council consideration of recommending approval or denial of a new Liquor License Application for Donald Riffel, owner of The Main Stage.

SUGGESTED MOTION

If the Council desires to approve this item the recommended motion is: "I move to recommend approval of the new Liquor License Application submitted by Donald Riffel, for The Main Stage located at 1 South Main Street."

BACKGROUND

A new Liquor License Application was received from Donald Riffel, for The Main Stage located at 1 South Main Street. The application has been posted for 20 days, and no arguments for or against the application have been received.

JUSTIFICATION/BENEFITS/ISSUES

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

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
9-18-12_Riffel_Liquor_License_Application.pdf	Riffel Liquor Application	Backup Material

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

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 **This application is for a:**

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

SECTION 2 **Type of ownership:**

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

SECTION 3 **Type of license and fees** **LICENSE #(s):** #06130001

1. Type of License(s): # 6 BAR

2. Total fees attached: $ (Department Use Only)

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 **Applicant**

1. Owner/Agent's Name: Mr. / Ms. Riffel (Last) Donald (First) JOSEPH (Middle) (Insert one name ONLY to appear on license) 1044758
2. Corp./Partnership/L.L.C.: DEBB LLC B 1048658 (Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: THE MAIN STAGE (Exactly as it appears on the exterior of premises)
4. Principal Street Location: 1 SOUTH MAIN ST (Do not use PO Box Number) COTTONWOOD (City) YAVAPAI (County) 86326 (Zip)
5. Business Phone: (928) 254-1632 Daytime Contact: ~~Donald Riffel~~ 928 284-1636 300-5497
6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO
7. Mailing Address: 65 PINTO LN. (City) SEDONA (State) AZ (Zip) 86351
8. Price paid for license only bar, beer and wine, or liquor store: Type BAR $ 35,000 Type _____ $ _____

DEPARTMENT USE ONLY

Fees: 200 (Application) _____ (Interim Permit) _____ (Agent Change) _____ (Club) 44.00 (Finger Prints $) 244.00 **TOTAL OF ALL FEES**

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

Accepted by: MC Date: 8/7/2012 Lic. # 06130001

3/9/2012 ***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

SECTION 5 Interim Permit:

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

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

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

X_____
(Signature)

My commission expires on: _____

State of _____County of_____

The foregoing instrument was acknowledged before me this

_____day of _____, _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

) Y R A S S E C E N F I T

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

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

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, and 8.*

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

1. Name of Corporation/L.L.C.: DEBB LLC
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 8-7-2008 State where Incorporated/Organized: ARIZONA
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L-1468834-6 Date authorized to do business in AZ: ~~10~~ 8-11-2008
5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Riffel,	Donald	JOSEPH	MEMBER	65 Pinito Ln.	SEDONA, AZ 86351
Riffel,	Eileen	MARIE	MEMBER	65 Pinito Ln.	SEDONA, AZ 86351

f 1044757

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City State Zip
Riffel,	Donald	JOSEPH	50%	65 Pinito Ln.	SEDONA AZ 86351
Riffel,	Eileen	MARIE	50%	65 Pinito Ln.	SEDONA, AZ 86351

(ATTACH ADDITIONAL SHEET IF NECESSARY)

'12 AUG 7 LIC. PM 4:27

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

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

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

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____ Date of Last Renewal: _____

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

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

1. Governmental Entity: _____

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

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

SECTION 11 **Person to Person Transfer:**

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

1. Current Licensee's Name: Woods Katherine Louise Entity: owner-agent
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: Kactus Kate's LLC
(Exactly as it appears on license)

3. Current Business Name: Kactus Kate's
(Exactly as it appears on license)

4. Physical Street Location of Business: Street 929 N Main St
City, State, Zip Cottonwood AZ 86326

5. License Type: # 6 License Number: 06130004

6. If more than one license to be transfered: License Type: — License Number: —

7. Current Mailing Address: (Other than business) Street 5580 Lux Ln
City, State, Zip Cottonwood AZ 86326

8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☒ YES ☐ NO

9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☒ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

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

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

See attached Bill of Sales
(Signature of CURRENT LICENSEE)

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

_____ _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

Bill of Sale

IN CONSIDERATION OF THE SUM OF:

*** **Thirty-Five Thousand Dollars And No Cents** ***lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

Peterson Development Co., L.L.C., an Arizona Limited Liability Company

hereby grants, bargains, sells and transfers unto the BUYER:

DEBB, LLC, an Arizona Limited Liability Company

and his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

That certain State of Arizona Liquor License **#06130001**

FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED: **August 7, 2012**

Peterson Development Co., L.L.C., an Arizona Limited Liability Company

Matthew Peterson, Member

Lynn Cogan, Member

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State of **ARIZONA** }ss:
County of ~~**Maricopa**~~
Coconino

On August 7, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Matthew Peterson, Member and Lynn Cogan, Member, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.
WITNESS my hand and official seal.

Notary Public exp. 2/14/16

TRACI L. WHITE
NOTARY PUBLIC - ARIZONA
COCONINO COUNTY
My Comm. Exp.: February 14, 2016

Escrow No.: **00122006**

BILSCASH

BILL OF SALE
(Personal Property or Goods)

Effective Date:
December 9, 2009

County and State where property is located:
Yavapai County, AZ

SELLER (Name and Address)

KACTUS KATE'S, LLC
929 N. Main Street
Cottonwood, AZ 86326

BUYER (Name and Address)

PETERSON DEVELOPMENT CO., LLC
275 W. Mesa Lane
Camp Verde, AZ 86322

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ADDRESS OR LOCATION OF PROPERTY SOLD:

PROPERTY SOLD (List Personal Property by Description, Serial Number, etc).

Yavapai County Series 6 Liquor License No. 06130001.

For and in consideration of $ 10.00, receipt of which is acknowledged by SELLER, SELLER sells and conveys to BUYER the Property Sold, to have and to hold the Property Sold to Buyer and the heirs, executors, administrators and assigns of Buyer forever, and Seller and the heirs, executors, administrators and assigns of SELLER warrant to defend the sale of the Property Sold unto Buyer and the heirs, executors, administrators and assigns of Buyer, against all and every person whomsoever lawfully claiming or to claim the same.

KACTUS KATE'S, LLC

By Katherine L. Woods

Signatures of Sellers

PETERSON DEVELOPMENT CO., LLC

By Matt Peterson
Matt Peterson, Member

Signatures of Buyers

STATE OF: ARIZONA COUNTY OF ~~Yavapai~~ Coconino	) Acknowledgment of Matt ss Peterson, Member of PETERSON) DEVELOPMENT CO., INC.)This instrument was acknowledged) before me this date by the persons) above subscribed and if subscribed) in a representative capacity then) for the principal named and in the) capacity indicated)	) Signature of Notary Public: ss) Bobbie Jean Tufts) Notary Expiration Date:) Aug 08 2011) OFFICIAL SEAL) BOBBIE JEAN TUFTS) Notary Public – State of Arizona) COCONINO COUNTY) My commission expires Aug. 08, 2011)
Date of This Acknowledgment: 12-9-09		

STATE OF: ARIZONA COUNTY OF ~~Yavapai~~ Coconino	) Acknowledgment of ss KACTUS KATE'S, LLC))This instrument was acknowledged) before me this date by the persons) above subscribed and if subscribed) in a representative capacity then) for the principal named and in the) capacity indicated)	) Signature of Notary Public: ss) Bobbie Jean Tufts) Notary Expiration Date:) Aug 08, 2011) OFFICIAL SEAL) BOBBIE JEAN TUFTS) Notary Public – State of Arizona) COCONINO COUNTY) My commission expires Aug. 08, 2011)
Date of This Acknowledgment: 12-9-09		

'12 AUG 7 PM 4:27

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

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

1. Current Business: (Exactly as it appears on license) Name KACTUS KATE'S
   Address 929 N. MAIN Cottonwood, AZ 86326
2. New Business: (Physical Street Location) Name THE MAIN STAGE
   Address 15 South MAIN ST Cottonwood, AZ 86326
3. License Type: #6 BAR License Number: 06130001
4. If more than one license to be transferred: License Type:_____ License Number: _____
5. What date do you plan to move? 10-30-2012 What date do you plan to open? 10-30-2012

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

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

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

1. Distance to nearest school: 1,220 ft. Name of school VERDE VALLEY MONTESSORI
   Address 215 S. MAIN ST. COTTONWOOD, AZ 86326
   City, State, Zip
2. Distance to nearest church: 1,000 ft. Name of church EVANGEL WORSHIP CENTER
   Address 1380 MINGUS AVE. COTTONWOOD, AZ 86326
   City, State, Zip
3. I am the: ☐ Lessee ☐ Sublessee ☒ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name _____
   Address _____
   City, State, Zip

4a. Monthly rental/lease rate $_____ What is the remaining length of the lease __ yrs. ____mos.

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

5. What is the total **business** indebtedness for this license/location excluding the lease? $ 0
   Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?

☐ YES ☒ NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO

9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:

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

SECTION 14 Restaurant or hotel/motel license applicants:

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

   _____ and license #: _____
   Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

   _____
   applicant's signature

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

_____
applicants initials

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

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

   ☒ Entrances/Exits ☒ Liquor storage areas Patio: ☒ Contiguous
   ☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☒ YES ☐ NO
   If yes, what is your estimated opening date? 10-30-2012
   month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

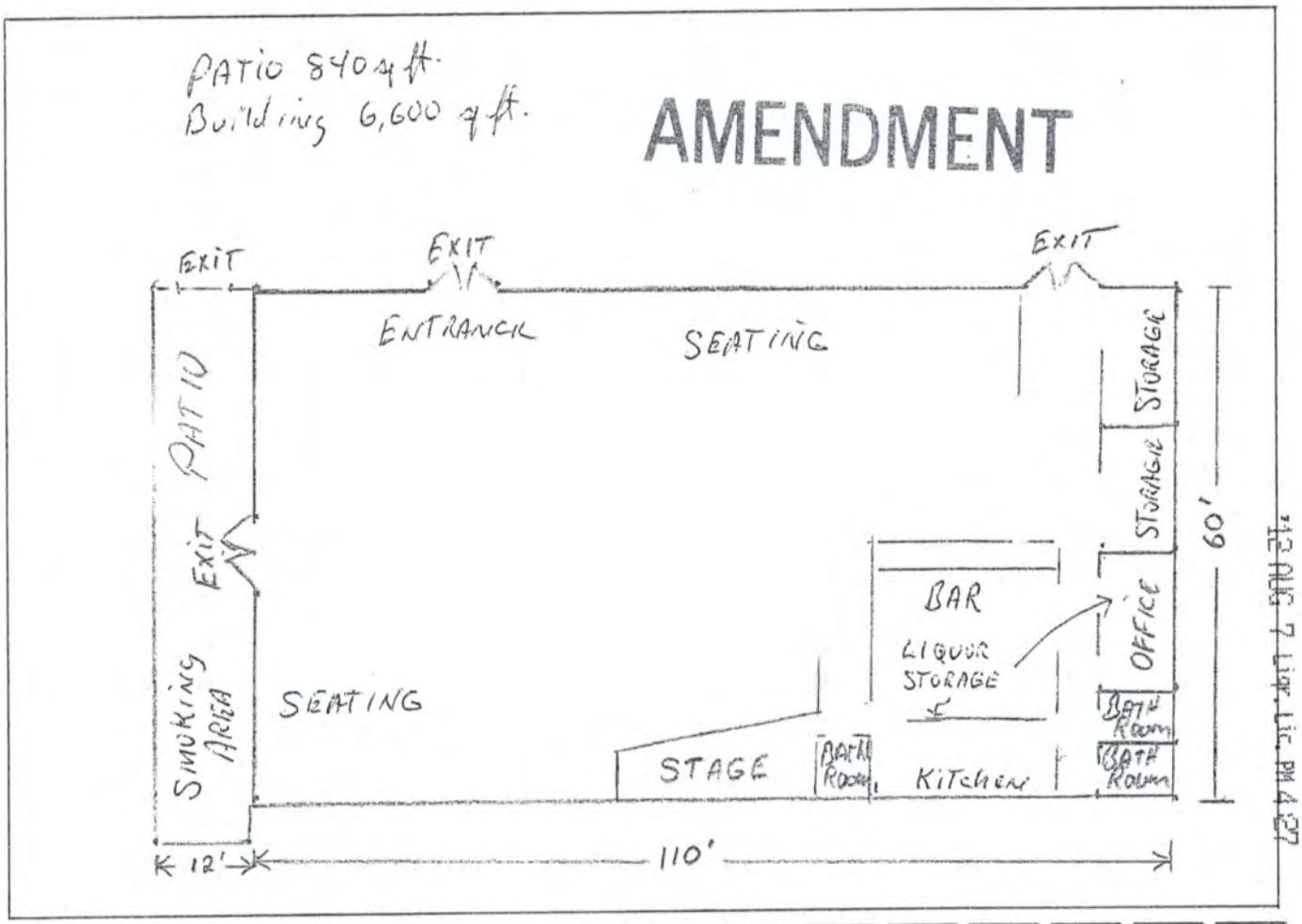
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this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

D.G.R.
applicants initials

SECTION 15 Diagram of Premises

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

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



SECTION 16 Signature Block

I, Donald J. Riffel (JOSEPH), hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)

application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X _____
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this 3rd (Day) of August (Month), 2012 (Year)

My commission expires on : 10-31-14 (Day Month Year)

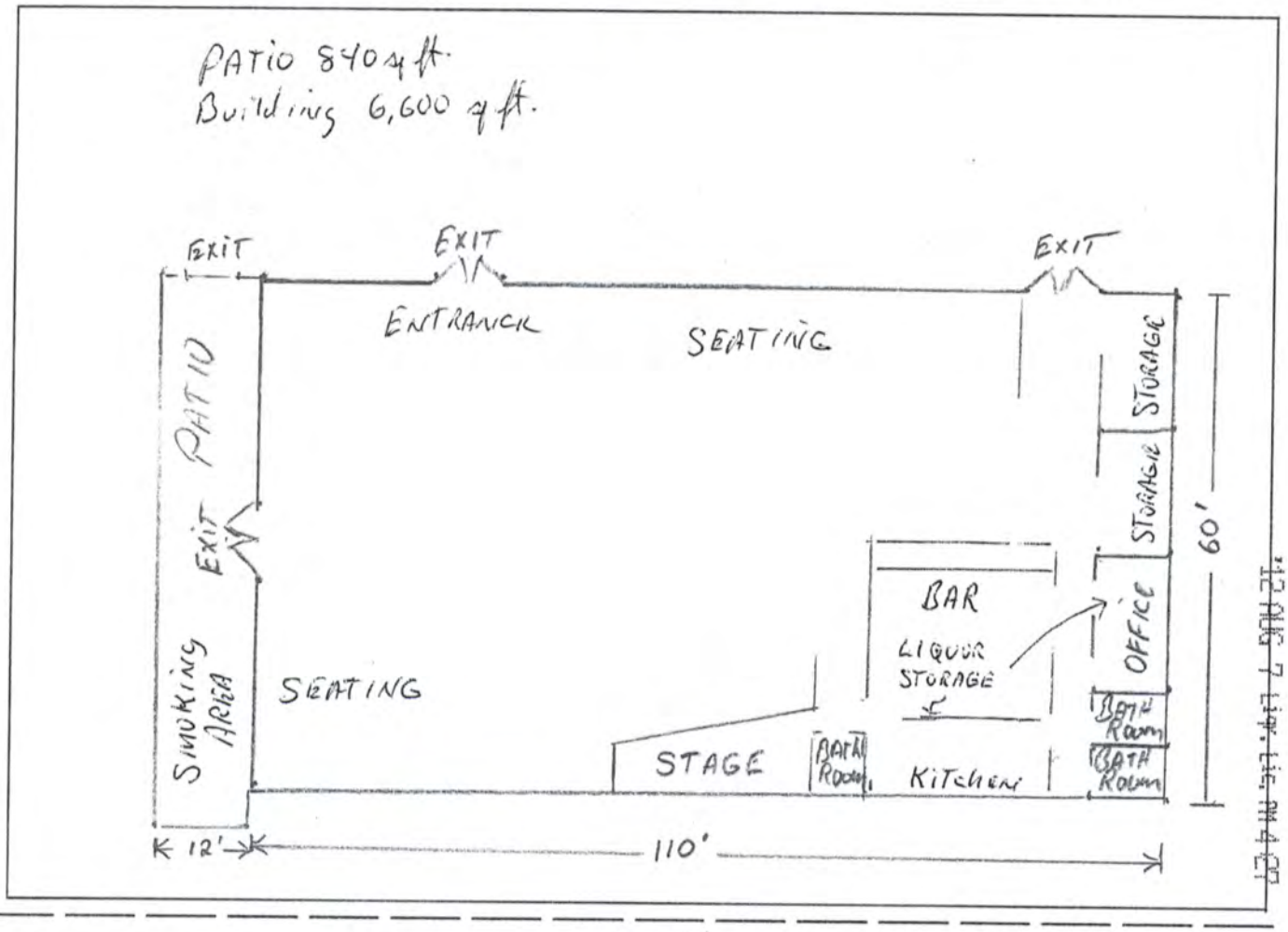
_____ Signature of NOTARY PUBLIC

LINDSEY CABRERA
Notary Public - Arizona
Yavapai County
My Comm. Expires Oct 31, 2014

SECTION 15 Diagram of Premises

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

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



SECTION 16 Signature Block

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

(print full name of applicant)

X Donald J. Riffel

(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this 3rd (Day) of August (Month), 2012 (Year)

My commission expires on : 10-31-14 (Day Month Year)

Lindsey Cabrera

Signature of NOTARY PUBLIC

LINDSEY CABRERA
Notary Public - Arizona
Yavapai County
My Comm. Expires Oct 31, 2014

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City of Cottonwood, Arizona
City Council Agenda Communication

Print

Meeting Date:	September 18, 2012
Subject:	IGA with Yavapai County Law Enforcement Agencies to Create and Participate in a Child Abduction Response Team (CART)
Department:	Police
From:	Chief Jody Fanning

REQUESTED ACTION

Requesting approval of Resolution Number 2661, which approves an Intergovernmental Agreement with the City of Sedona, the Yavapai County Sheriff's Office, the Town of Chino Valley, the Town of Clarkdale, the Town of Camp Verde, the City of Prescott, the Town of Prescott Valley and Yavapai College, to create and participate in the Arizona Child Abduction Response Team (CART) in the Yavapai region.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: "I move to approve Resolution Number 2661, which approves the Intergovernmental Agreement with the City of Sedona, the Yavapai County Sheriff's Office, the Town of Chino Valley, the Town of Clarkdale, the Town of Camp Verde, the City of Prescott, the Town of Prescott Valley and Yavapai College, to create and participate in the Arizona child Abduction Response Team in the Yavapai County region".

BACKGROUND

The primary goal of this Agreement is to create an Arizona Child Abduction Response Team (CART) that will provide a pool of specialized investigators which are available to focus their investigative, preventative, and general law enforcement efforts, primarily with regard to cases involving abducted children. CART agencies may request and render law enforcement assistance from other CART agencies in dealing with serious violations of the law including, but not limited to, the investigation, arrest and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment and similar or related violations (utilizing state and federal law and prosecutions, as appropriate), the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

JUSTIFICATION/BENEFITS/ISSUES

When a child is abducted, statistics have proven that you have three hours to locate the child if

you want to find them alive. To have a response team available within minutes to be able to canvas the neighborhoods for surveillance film and information, gets you that much closer to finding the child in a shorter amount of time. In child abduction cases, time is a major factor and the Child Abduction Response Team is the key to starting the initial search in the shortest amount of time.

COST/FUNDING SOURCE

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include, but are not limited to, employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the Arizona Child Abduction Response Team, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

ATTACHMENTS:

Name:	Description:	Type:
IGA_CART--YCAO.docx	Yavapai County CART IGA	Backup Material
res2661.doc	Resolution Number 2661	Cover Memo

INTERGOVERNMENTAL AGREEMENT FOR THE CREATION AND PARTICIPATION IN THE YAVAPAI CHILD ABDUCTION RESPONSE TEAM

This Agreement is entered into pursuant to A.R.S. §11-951 *et seq*., and A.R.S. §13-3872 among **the City of Sedona, the Yavapai County Sheriff's Office, the City of Chino Valley, the Town of Clarkdale, the Town of Camp Verde, the City of Cottonwood, the City of Prescott, the City of Prescott Valley, and the Yavapai County Community College.** The aforementioned agencies shall herein after be known collectively as the Yavapai Child Abduction Response Team (YCART) agencies and other public agencies, as that term is defined in A.R.S §11-951, which after invitation by the YCART Chief Executive Council, comply with the provisions of A.R.S §11-951 *et seq*. and files an authorizing document with the County Recorder in the County in which the agency is located in that references this Agreement. A public agency shall become a Party to this Agreement as of the date that agency files with the appropriate County Recorder, notwithstanding that A.R.S. §11-951 *et seq*., no longer requires such recordings. Each YCART agency shall provide a copy of its fully executed Agreement to every other member agency. In addition to the above, all members to this Agreement may also be collectively known as or referred to as the Parties.

I. PURPOSE

The purpose of this Agreement is to create the Yavapai Child Abduction Response Team (YCART). The primary goal of this Agreement is to provide a pool of specialized investigators which are available to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to cases involving abducted children. YCART agencies may request and render law enforcement assistance from other YCART agencies in dealing with serious violations of law including, but not limited to: the investigation, arrest and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment and similar or related violations (utilizing state and federal law and prosecutions, as appropriate), the rescue of the abducted child or children, and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Additionally, the location of each Party's jurisdiction in relation to each other makes it advantageous to enter into this particular Agreement in order to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity such as that described above.

II. AUTHORITY

A. The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §11-951 *et seq*., A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal Constitution or other governing statute or authority.

B. If any Native American tribe that is a party to this Agreement request YCART assistance, all assisting YCART team members shall be granted tribal peace officer authority for the duration of the YCART activation within the applicable tribal jurisdiction.

III. CHIEF EXECUTIVE COUNCIL, TEAM MEMBERS AND TEAM LEADERS

A. The Chief Executive Council shall consist of the chief law enforcement officer for each Party and the Yavapai County Attorney.

B. Each member of the Chief Executive Council will designate a YCART team member or members from their respective agency. The YCART team members will select two (2) YCART Team Leaders subject to final approval of the YCART Chief Executive Council.

C. Team Leaders shall serve on a rotating basis for a term of at least one year, which shall correspond with the effective date of this Agreement. In the event that a Team Leader is unable to complete his or her term for any reason, the YCART team members shall appoint a replacement Team Leader subject to final approval of the Chief Executive Council.

IV. ACTIVATION, PROCEDURES, AND RESOURCES

A. Any Party to the Agreement may request activation of YCART. It shall be the responsibility of the Party requesting activation to contact the Team Leaders via the law enforcement communications center of each Party.

B. The Party that has jurisdiction over the incident or investigation will remain as the lead agency during the duration of a particular YCART activation with support from the other YCART agencies.

C. YCART Team Leaders or designees will be responsible for coordinating on-going training, meetings, or other necessary supporting functions in support of the operational effectiveness of YCART. Team Leaders shall be responsible for mediating any jurisdictional disputes between the Parties during any YCART activation. In the event such mediation fails, the issue shall be brought to the attention of the YCART Chief Executive Council for appropriate resolution.

D. Team Leaders shall participate in activations, meetings, trainings, etc. Each Party shall immediately inform other YCART agencies when team member designation changes. In the event a team member is not available or as the situation dictates, a YCART agency may provide officers not normally designated as YCART members in support of any YCART activation. To the best of its ability, each Party shall make available at least one sworn law enforcement officer along with supporting equipment such as vehicles in support of any YCART activation.

E. Each Party shall have the sole discretion to determine how many or how long any of its personnel or resources shall be assigned in support of any YCART activation.

V. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include but are not limited to employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the Yavapai Child Abduction Response Team, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

VI. NONDISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, religion, sex, age, national origin, or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. §450e(c). No Party shall engage in any form of illegal discrimination.

VII. INDEMNIFICATION

To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incidental to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third party action against any of the Parties.

VIII. GOVERNING LAW

A. The laws of the State of Arizona shall govern this Agreement. Venue will be in the Yavapai County Superior Court unless the subject matter of the dispute involves an Indian Community, in which case the venue shall be in the Federal District Court for the State of Arizona.

B. The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the Parties hereto waives any right to a trial by jury. In the event of litigation, the Parties hereby agree to submit to a trial before the court.

C. The Parties expressly covenant and agree that in the event of litigation or arbitration arising from this Agreement, no Party shall be entitled to an award of attorney's fees, either pursuant to this Agreement, A.R.S. §12-341.01(A) and (B), or any other state or federal statute. Additionally, no Party to such litigation or arbitration will be entitled to recover its expert witness fees or any other costs of litigation.

IX. DURATION AND CANCELLATION OF AGREEMENT

A. This Agreement shall become effective upon execution by the Parties hereto and filing with the appropriate County Recorder and shall remain in effect until July 1, 2020, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did not do so. Any Party may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Parties to the Agreement.

B. This Agreement may be administratively extended by each Party at the direction of the chief law enforcement officer for each Party on or before the Termination date for a period of an additional five years by notifying the other Parties in writing. Any Party which fails to do so by the termination date listed above shall no longer be a Party to the Agreement.

X. CANCELLATION PROVISIONS PURSUANT TO A.R.S. §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. §38-511, as amended.

XI. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart, except that on a counterpart being brought forward by a Party to its legislative body, or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

XII. WORKERS' COMPENSATION

Pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of workers' compensation benefits.

XIII. OTHER PROVISIONS

A. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

B. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

C. This Agreement shall be recorded with the appropriate Recorder as described above upon execution and a copy shall be forwarded to each Party.

D. Pursuant to A.R.S. §35-391.06 and §35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §35-391 and §35-393, in either Sudan or Iran.

E. Nothing within this Agreement shall be construed to limit the ability of participating YCART team members to provide such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under investigation, as otherwise allowed for by law.

XIV. COMPLIANCE WITH E-VERIFY PROGRAM

A. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

B. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

C. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontractors to ensure compliance with the warranty given above.

D. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

E. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA

§1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

F. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

XV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The YCART leaders shall compile a list of each Party's address, phone number and contact person and distribute said list to each member to this Agreement.

IN WITNESS WHEREOF, The Parties hereby subscribe their names this ____ day of _____, 2012.

YAVAPAI COUNTY SHERIFF'S OFFICE

By: _____
Board of Supervisors - Chairman
Date: _____

Attest: _____
City Clerk or Clerk of the Board
Date: _____

APPROVED AS TO FORM:

_____
Yavapai County Attorney

Reviewed By:

_____
Sheriff

Memorandum of Understanding Determination

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: _____
Attorney
Date: _____

TOWN OF CLARKDALE

By: _____
City Council - Chairman
Date: _____

Attest: _____
City Clerk or Clerk of the Board
Date: _____

APPROVED AS TO FORM:

_____
Clarkdale City Attorney

Reviewed By:

_____
Chief

Memorandum of Understanding Determination

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: _____
Attorney
Date: _____

CITY OF PRESCOTT VALLEY

By: _____
City Council - Chairman
Date: _____

Attest: _____
City Clerk or Clerk of the Board
Date: _____

APPROVED AS TO FORM:

_____
Prescott Valley City Attorney

Reviewed By:

_____
Chief

Memorandum of Understanding Determination

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: _____
Attorney
Date: _____

CITY OF PRESCOTT

By: _____
City Council - Chairman
Date: _____

Attest: _____
City Clerk or Clerk of the Board
Date: _____

APPROVED AS TO FORM:

_____
Prescott City Attorney

Reviewed By:

_____
Chief

Memorandum of Understanding Determination

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: _____
Attorney
Date: _____

IN WITNESS WHEREOF, The Parties hereby subscribe their names this ____ day of _____, 2012.

CITY OF CHINO VALLEY

By: _____
City Council - Chairman
Date: _____

Attest: _____
City Clerk or Clerk of the Board
Date: _____

APPROVED AS TO FORM:

_____
Chino Valley City Attorney

Reviewed By:

_____
Chief

Memorandum of Understanding Determination

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: _____
Attorney
Date: _____

CITY OF SEDONA

By: _____
City Council - Chairman
Date: _____

Attest: _____
City Clerk or Clerk of the Board
Date: _____

APPROVED AS TO FORM:

_____
Sedona City Attorney

Reviewed By:

_____
Chief

Memorandum of Understanding Determination

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: _____
Attorney
Date: _____

CITY OF COTTONWOOD

By: _____
City Council - Chairman
Date: _____

Attest: _____
City Clerk or Clerk of the Board
Date: _____

APPROVED AS TO FORM:

_____
Cottonwood City Attorney

Reviewed By:

_____
Chief

Memorandum of Understanding Determination

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: _____
Attorney
Date: _____

YAVAPAI COUNTY COMMUNITY COLLEGE

By: _____
Board of Directors - Chairman
Date: _____

Attest: _____
City Clerk or Clerk of the Board
Date: _____

APPROVED AS TO FORM:

_____
Attorney for Yavapai College

Reviewed By:

_____
Chief

Memorandum of Understanding Determination

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: _____
Attorney
Date: _____

IN WITNESS WHEREOF, The Parties hereby subscribe their names this ____ day of _________, 2012.

TOWN OF CAMP VERDE

By: ______________________________
Town Council - Chairman
Date: ______________________________

Attest: ______________________________
City Clerk or Clerk of the Board
Date: ______________________________

APPROVED AS TO FORM:

____
Camp Verde Attorney

Reviewed By:

____
Chief

Memorandum of Understanding Determination

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: ______________________________
Attorney
Date: ______________________________

By: ______________________________
Board of Supervisors - Chairman
Date: ______________________________

Attest: ______________________________
City Clerk or Clerk of the Board
Date: ______________________________

APPROVED AS TO FORM:

____
Attorney

Reviewed By:

____
Chief

Memorandum of Understanding Determination

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: ______________________________
Attorney
Date: ______________________________

By: ______________________________
Board of Supervisors - Chairman
Date: ______________________________

Attest: ______________________________
City Clerk or Clerk of the Board
Date: ______________________________

APPROVED AS TO FORM:

____
Attorney

Reviewed By:

____
Chief

Memorandum of Understanding Determination

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: ______________________________
Attorney
Date: ______________________________

By: ______________________________
Board of Supervisors - Chairman
Date: ______________________________

Attest: ______________________________
City Clerk or Clerk of the Board
Date: ______________________________

APPROVED AS TO FORM:

____
Attorney

Reviewed By:

____
Chief

Memorandum of Understanding Determination

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: ______________________________
Attorney
Date: ______________________________

RESOLUTION NUMBER 2661

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE CREATION AND PARTICIPATION IN THE YAVAPAI CHILD ABDUCTION RESPONSE TEAM WITH THE YAVAPAI COUNTY SHERIFF'S OFFICE, THE CITIES OF PRESCOTT AND SEDONA, THE TOWNS OF CAMP VERDE, CHINO VALLEY, CLARKDALE, AND PRESCOTT VALLEY, AND YAVAPAI COLLEGE.

WHEREAS, cities, towns, and community college are empowered, pursuant to A.R.S. §11-951 and A.R.S. §13-3872, to enter into this Intergovernmental Agreement for the purpose of carrying out their mutual responsibilities; and

WHEREAS, the city, towns, sheriff's office and community college wish to cooperate with each other in creating and participating in the Yavapai Child Abduction Response Team in their respective service areas.

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

THAT, the Intergovernmental Agreement for the creation and participation in the Yavapai Child Abduction Response Team with the Yavapai County Sheriff's Office, the Cities of Prescott and Sedona, the Towns of Camp Verde, Chino Valley, Clarkdale and Prescott Valley, and Yavapai College is hereby approved

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 18TH DAY OF SEPTEMBER 2012.

_____
Diane Joens, Mayor

APPROVED AS TO FORM:

_____
Steve Horton, City Attorney

ATTEST:

_____
Marianne Jiménez, City Clerk

City of Cottonwood, Arizona
City Council Agenda Communication

Print

Meeting Date:	September 18, 2012
Subject:	Amended IGA for Police Dispatch Services
Department:	Attorney
From:	Steve Horton, City Attorney

REQUESTED ACTION

Approval of Amended IGA for Police Dispatch Services

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:I move to approve the Amended IGA with the Town of Clarkdale for police dispatching services.

BACKGROUND

Following the Council's adoption of Resolution 2656 on August 21, 2012 approving the annual IGA with the Town of Clarkdale for police dispatching services, the agreement was provided to Clarkdale, which forwarded the agreement to its attorneys for review. Following that review, Clarkdale's attorneys sought to amend the agreement to make the indemnity provision reciprocal, and to add a mediation clause.

JUSTIFICATION/BENEFITS/ISSUES

The changes sought by Clarkdale's attorneys and negotiated with City staff are reasonable and do not alter the core provisions of the agreement.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
AGREEMENTS_2012_-_IGA_S_-_Clarkdale_Dispatching_IGA.doc	Amended IGA for Police Dispatching Services	Backup Material

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

INTERGOVERNMENTAL AGREEMENT FOR POLICE DISPATCHING

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

WITNESSETH

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

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

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

NOW THEREFORE, the parties mutually agree as follows:

1. Purpose. This Agreement is made to provide centralized and uniform dispatch for police units on a twenty-four (24) hour basis in the areas of COTTONWOOD AND CLARKDALE.

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

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

3. Dispatch of Towing Carriers. In addition to using its best efforts to relay messages to personnel of CLARKDALE as provided in Paragraph 2 above, COTTONWOOD will also dispatch towing carriers on its towing rotation list to remove vehicles from accident scenes, no-parking zones, and posted private property upon a proper request by personnel from CLARKDALE. COTTONWOOD assumes no responsibility or liability for the negligent or intentional acts and/or omissions of any towing carrier so dispatched, and by its execution of this agreement, CLARKDALE specifically warrants: (1) that its personnel are and will in each case be authorized to request towing services; (2) that all requests for vehicle removals and impoundments are and shall be duly authorized under state and/or local law; and (3) that COTTONWOOD shall in each case be held harmless and indemnified from any and all costs, losses, damages, suits and claims of any kind or nature whatsoever arising out of COTTONWOOD'S dispatch of a towing carrier to provide towing and/or impoundment services within CLARKDALE'S corporate limits.

4. Compensation. CLARKDALE will pay COTTONWOOD for such dispatching services, the sum of $36,974.75 per quarter, payable in advance on the last day of each preceding quarter.

5. Indemnity. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

6. Communications Committee. It is hereby agreed by both COTTONWOOD and CLARKDALE that a Communications Committee shall be formed with representatives from each of the agencies being dispatched by COTTONWOOD. This purpose of the Committee will be 1) to discuss and resolve concerns regarding dispatch services, 2) to discuss system issues and improvements and, 3) to review and make recommendations on the formula to be used to determine fees for dispatching services. The Committee will meet on a quarterly basis, and minutes will be kept and distributed to the Committee members.

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

7. Duration. This Agreement shall be fore a period of one (1) year, commencing on July 1, 2012 and expiring on June 30, 2013.

8. Records. COTTONWOOD will provide CLARKDALE a monthly report on calls for service and other figures used in computing charges for future dispatching services by COTTONWOOD.

9. Repairs. COTTONWOOD will be responsible for repairs to the system, which will be addressed in a timely manner.

10. Termination. This Agreement may be terminated by either party, with or without cause, upon ninety (90) days written notice to the other party. If CLARKDALE terminates for cause it shall be entitled to a proportionate refund of its most recent quarterly payment.

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

12. Mediation. For any controversy or claim arising out of or relating to this Agreement, or breach thereof, that cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. If the parties have not agreed upon the mediator within 10 days from the date of submission of a mediation request, either party may

request the Presiding Judge of the Superior Court of Yavapai County to assign a mediator from a list of experienced mediators maintained by the Arizona Municipal Risk Retention Pool.

IN WITNESS WHEREOF, this Agreement is executed on the date and year below written. It shall be effective as provided in Paragraph 7.

CITY OF COTTONWOOD:

_____

Diane Joens, Mayor

ATTEST:

_____

Marianne Jiménez, City Clerk

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

_____

Steve Horton, Esq.
City Attorney

TOWN OF CLARKDALE:

_____

Douglas Von Gausig, Mayor

ATTEST:

_____

Kathy Bainbridge, Town Clerk

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

_____

Robert S. Pecharich, Town Attorney

City of Cottonwood, Arizona
City Council Agenda Communication

Print

Meeting Date:	September 18, 2012
Subject:	Resolution Number 2660--Appointing a Member to the Library Board.
Department:	Community Services
From:	Richard Faust, Community Services General Manager Vanessa Ward, Library Manager

REQUESTED ACTION

Appointment to fill vacant seat on Library Board.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: "I move to approve Resolution Number 2660 appointing _____ a member of the Library Board to fill the remainder of a three year term expiring January 4, 2015."

BACKGROUND

Due to personal reasons, Elizabeth Fuller cannot fulfill her term and has resigned as a member of the Library Board. The Human Resource Manager advertised the vacancy on the Library Board in the local newspapers and the city's website. Three (3) applications for the board were received from the following: Mary Gray, Dominic Selna, and Richard Smith. All applicants reside within the city limits of Cottonwood as required by the Municipal Code.

JUSTIFICATION/BENEFITS/ISSUES

Issue: Fill vacancy on the Library Board according to the requirements of the Municipal Code for a seven member board.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
Library_Board_Apps.pdf	(3) attachments as follows:	Cover Memo
res2660.doc	Resolution Number 2660	Cover Memo

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

APPLICATION FOR LIBRARY BOARD
(BOARD/COMMISSION/COMMITTEE)

NAME SMITH (Last) RICHARD (First) WALKER (Middle)

MAILING ADDRESS 1153 S VIEJO DR (Route or Box) COTTONWOOD (City), AZ (State) 86326 (Zip)

STREET ADDRESS 1153 S VIEJO DR (Number & Street) COTTONWOOD (City), AZ (State) 86326 (Zip)

HOME PHONE 634.9241 WORK/MESSAGE PHONE

EMAIL ADDRESS: 827RWSMITH@GMAIL.COM

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc.

Education B.A. ENGLISH LITERATURE & LINGUISTICS

Work Experience DEPUTY CLERK, COTTONWOOD, AZ

(Please continue on reverse side)

Application for (Board/Commission/Committee)
Page 2

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

BIBLIOPHILE, EXTENSIVE READER OF BOOKS & LITERARY REVIEWS.

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

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

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

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

Signature [signature] Date 8/22/12

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

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

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

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

APPLICATION FOR Library Board
(BOARD/COMMISSION/COMMITTEE)

NAME Gray (Last) Mary (First) (Middle)

MAILING ADDRESS 2050 W. St. Rt. 89A Lot 232 (Route or Box) Cottonwood (City) (State) 86326 (Zip)

STREET ADDRESS Same - Pine Shadow (Number & Street) (City) (State) (Zip)

HOME PHONE 634-7794 WORK/MESSAGE PHONE —

EMAIL ADDRESS: asnaryand paul@hotmail.com

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. —

Education B. in Education U of A M. in Special Education U of A + NAU

Work Experience ① Taught 2nd grade for 3 years in Tucson ② worked at NAU in Flagstaff in Education College on staff - 20 years
Last 10 years since retirement ③ Cottonwood Village Retirement Home 2½ yrs - transportation of residents ④ Verde Valley Medical Center - gift shop evenings + weekends - part time 2½ years

(Please continue on reverse side)

Application for (Board/Commission/Committee)
Page 2

Please describe your qualifications for serving on Board/Commission/Committee: interested in volunteering at the library - will need to learn more about needs, resources and funding

List any community service organizations or projects you have been involved with (include a brief description of activities):
① AARP tax aid - greeter - 6 years ② volunteer at Verde Valley Medical Center 2½ years filling candy ~~vend~~ machines

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

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

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

Signature Mary Gray Date 8/11/12

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

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

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

26-07-12A11:51 RCVD

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

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

NAME Selna (Last) Dominic (First) Francis (Middle)

MAILING ADDRESS PO Box 1 (Route or Box) Cornville (City) Arizona (State) 86325 (Zip)

STREET ADDRESS 1304 e Gila St (Number & Street) Cottonwood (City) Arizona (State) 86326 (Zip)

HOME PHONE _____ WORK/MESSAGE PHONE 928 451 6376

EMAIL ADDRESS: d.selna@hotmail.com

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. Please see attached resume

Education Please see attached resume

Work Experience Please see attached resume

e-mailed to Vanessa 7/26/12

(Please continue on reverse side)

Application for (Board/Commission/Committee)
Page 2

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

Please see attached resume

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

Please see attached resume

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

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

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

Yes 1 year

Signature _____ Date 7-26-12

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

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

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

Dominic Selna

1304 E Gila St, Cottonwood, Arizona, 86326
1350 Selna Circle, Clarkdale, Arizona, 86324

T: 928 - 451 - 6376
E: d.selna@hotmail.com

Objective

Seeking an environment where my professionalism can be used in a manner satisfying your establishment's requirements, benefiting and supporting fellow employees and the customer through job performance, reliability and the utmost in courtesy. Contributing to the establishment with maximized bottom line and career fulfillment for myself.

Skills

- Ability to follow instructions precisely
- Management, clerical, communication and resource experience
- Reserved, cool composure, resistant to pressure and extremely persistent
- Ability to work, think, plan, communicate and stand all day to get the job done
- Reliant upon experience, training, and judgment for planning activities to accomplish goals
- Worked in fast paced, high quality and high volume establishments where accuracy is a requisite
- Excellent communication skills, leadership and knowledge of the customer relations and service industry

Experience

Host, Georgie's Cafe
Cottonwood, Arizona - 2012 - Present

- Greet & sit customers
- Take drink orders when necessary
- Handle cash, debit/credit card transactions
- Exercise courtesy, respect and confidentiality

Cook & Cashier, Cornville Market
Cornville, Arizona - 2011 - 2012

- Handle cash and debit/credit card transactions
- Stock, circulate and check in orders and items
- Prep and prepare food and food items all the while completing customer orders in a timely and professional manner

Sub Contractor, Selna & Mongini Invest & Invest Unlim.
Clarkdale, Arizona - 1999 - Present

- Manual and physical labor
- Accounting and bookkeeping
- Basic filing and organizational skills

Barista, Starbucks/Basha's
Camp Verde, Arizona - 2010 - 2011

- Greet customers in a timely, pleasant and professional manner
- Complete customer's orders within a timely and professional manner
- Prep, clean and make ready for following shift or opening shift the next day

Computer Tech & Art Model, Yavapai Community College
Clarkdale, Arizona - 2007 - 2010

- Resolve computer and software application problems
- Sit, stand and maintain position for students to draw figure
- Maintain order within compliance with Yavapai College standards and rules.

Cleaner, Castle Clean
Rimrock, Arizona - 2006 - Present

- Take out trash
- Wipe down and sanitize restrooms
- Vacuum and mop areas ensuring areas are clean and presentable

Receptionist & File Clerk, Mountain Pacific & Sierra Pacific Mtg.
Glendale & Cottonwood, Arizona - 1999 - 2007

- Answered and routed phone calls
- Used computer, copier, fax and postage meter
- Assisted Loan Officers, Processors and Management in maintaining files and confidential information

Volunteer

Sunrise Preschool
Glendale, Arizona - 2001 - 2005

- Monitor children ages 3 - 12
- Monitor daily activities and nap times
- Prepare, hand out and monitor food for mean and snack times

Cottonwood Public Library
Cottonwood, Arizona - 2012 - Present

- Retrieve and re shelve books and materials
- Check in and check out books and materials
- Maintain order and confidentiality within compliance with Yavapai Country Library Systems

Education

Sandra Day O'Conner High School
Glendale, Arizona - 2003 - 2006

General Education Degree (GED)

Yavapai Community College
Clarkdale, Arizona - 2006 - 2010

Non-Degree Seeking Student. Classes taken include the following: Business, Management, Marketing, Communication, Leadership, Critical Thinking, Philosophy, Psychology and Legal

ABC Bartending School
Las Vegas, Nevada - 2011 - 2011

Bartending Certificate

Academic ECA

Yavapai Community College
Clarkdale, Arizona - 2006 - 2010

Representative and Speaker, Campus Activities Board
Purpose of Organization: To discuss events, meetings, agendas, etc, of the various organizations within Yavapai Community College for its students, staff and community

Historian, Collegian Club
Purpose of Organization: To serve the community of Yavapai, through its many activities, affairs and events. To coordinate with students, staff and community of Yavapai to give back to them 100%

President & Historian, PBL (Future Business Leaders of America)
Purpose of Organization: To raise awareness within the community and business world of ourselves and our talents. To promote individual businesses within Yavapai County. To give back 100% our time, energy and efforts to the community and businesses of the Yavapai Community.

President, Rainbow Club (Gay, Lesbian, Bisexual, Transgender/GLBT)
Purpose of Organization: To promote equality, acceptance and awareness within Yavapai County. To coordinate events and activities with Yavapai College and Yavapai County that focus on the glbt community. To give back 100% our time, energy and efforts to the glbt community and Yavapai county.

RESOLUTION NUMBER 2660

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

WHEREAS, Elizabeth Fuller has resigned as a member of the Library Board; and

WHEREAS, it therefore is necessary to appoint a new member to said Board in order to maintain the requisite number of members.

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

THAT, in accordance with Section 2.52.020 of the City Code of the City of Cottonwood,_____ a resident of the City of Cottonwood, is hereby appointed a member of the Library Board, to serve the remainder of three-year term expiring January 4, 2015.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 18TH DAY OF SEPTEMBER 2012.

_____
Diane Joens, Mayor

APPROVED AS TO FORM:

_____
Steven B. Horton, Esq.
City Attorney

ATTEST:

_____
Marianne Jiménez, City Clerk

City of Cottonwood, Arizona
City Council Agenda Communication

Print

Meeting Date:	September 18, 2012
Subject:	Ordinance Number 588--Deleting Chapter 2.104, Senior Commission, of the Municipal Code.
Department:	City Clerk
From:	Marianne Jimenez, City Clerk

REQUESTED ACTION

First reading of Ordinance Number 588, which will disband the city's Senior Commission per Council direction.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: First reading of ordinance--no action taken at this time.

BACKGROUND

The current members of the Senior Commission recommended that the City Council disband the Commission as it felt the Commission was not needed because there are other organizations and groups in the city and Verde Valley that address the needs of senior citizens through projects or providing needed services.At a regular meeting held on September 4, 2012, the Council agreed with the Senior Commission's recommendation to disband the Commission. Ordinance Number 588 deletes the section of the Municipal Code pertaining to the Senior Commission.

JUSTIFICATION/BENEFITS/ISSUES

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
Ord588.doc	Ordinance Number 588	Ordinance

ORDINANCE NUMBER 588

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, AMENDING THE MUNICIPAL CODE BY DELETING CHAPTER 2.104, SENIOR COMMISSION, OF TITLE 2, ADMINISTRATION AND PERSONNEL.

WHEREAS, upon recommendation of the Senior Commission, the City Council agrees that there is no longer a need for a Senior Commission as there are many other agencies addressing the needs of senior citizens in the city and the Verde Valley.

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

Section 1. That Chapter 2.104, Senior Commission, of Title 2, Administration and Personnel, of the Municipal Code is hereby deleted in its entirety.

Section 2. That if any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions hereof.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 18TH DAY OF SEPTEMBER 2012.

_____
Diane Joens, Mayor

APPROVED AS TO FORM:

_____
Steven B. Horton, Esq.
City Attorney

ATTEST:

_____
Marianne Jiménez, City Clerk

City of Cottonwood, Arizona
City Council Agenda Communication

Print

Meeting Date:	September 18, 2012
Subject:	Airport Automated Weather Observation System (AWOS) Design
Department:	Development Services
From:	Morgan Scott, Development services Operations Manager

REQUESTED ACTION

Consider approving an agreement with the Federal Aviation Administration (FAA) for design of an Automated Weather Observation System (AWOS) at the Cottonwood Airport.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:I move to approve Resolution 2662, approving a grant agreement with the Federal Aviation Administration for the design of an Automated Weather Observation System at the Cottonwood Airport, pending approval of the agreement by the City Attorney.

BACKGROUND

One of the goals of the Cottonwood Airport Commission has been to install an Automated Weather Observation System (AWOS) at the airport. The AWOS will send out local weather information to pilots using the Cottonwood Airport Unicom frequency. An AWOS will allow pilots to be better informed of the wind and weather conditions at the runway which will allow for safer operations especially during inclement weather conditions. Also, many large corporations do not allow their aircraft to land at an airport that does not have an AWOS and an instrument approach. Cottonwood airport's instrument approach is scheduled to be published next spring and the addition of an AWOS may attract companies that would otherwise have overlooked the Cottonwood area. Attracting companies will coincide with the Council's strategic initiative #3 which is to build and retain a strong diversified economy. The attached agreement is a grant from the FAA for the design of the AWOS. A detailed design of the AWOS is important to guarantee the AWOS will meet all FAA criteria as well as meeting all set backs from the manufacturer to assure that obstacles will not interfere with the weather readings taken by the AWOS. The FAA is proposing providing 91.1% of the estimated funds ($30,165.00), 4.4% would also be provided by the Arizona Department of Transportation (ADOT) Aeronautics Group ($1,480.60) and the final 4.4% will be provided by the City of Cottonwood ($1,480.60). The FAA has not yet finalized the agreement and the agreement attached to this application is a draft. The recommended motion states that the final agreement

must be approved by the City Attorney.

JUSTIFICATION/BENEFITS/ISSUES

The AWOS will allow for safer operations at the airport especially during inclement weather conditions. -Allowing a professional design consultant to design the AWOS will assure that the system is located and installed correctly. -The AWOS will open the Cottonwood area to more business opportunities by meeting the requirements of large corporations.

COST/FUNDING SOURCE

General Fund

ATTACHMENTS:

Name:	Description:	Type:
Draft_Grant_Agreement_for_AWOS_design,_9-10-12.pdf	Draft agreement	Cover Memo
Draft_Grant_Agreement_for_AWOS_design,_Airport_Assurances,_9-10-12.pdf	Airport Assurnaces	Cover Memo
Res2662.doc	Resolution Number 2662	Resolution Letter
Res2662.doc	Resolution Number	Cover Memo

U.S. DEPARTMENT
OF TRANSPORTATION

FEDERAL AVIATION
ADMINISTRATION

GRANT AGREEMENT

Part I - Offer

Date of Offer: September xx, 2012

Cottonwood Airport/Planning Area

Project No: **3-04-0012-0xx-2012**

DUNS No: **100838775**

TO: **City of Cottonwood, Arizona**
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Applications dated **March 27, 2012**, for a grant of Federal funds for a project at or associated with the **Cottonwood** Airport/Planning Area which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport or Planning Area (herein called the "Project") consisting of the following:

Install Weather Reporting Equipment [AWOS], Design Only

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended,, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, **91.06** per centum thereof.

The Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this offer shall be **$30,165.00.** For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

$**0.00** for planning
$**30.165.00** for airport development or noise program implementation.

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.

3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before **09/xx/2012** or such subsequent date as may be prescribed in writing by the FAA.

7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **ASSURANCES AIRPORT SPONSORS:** The attached Assurances Airport Sponsors dated **04/2012**, incorporated hereto with the Grant Offer, are hereby substituted in lieu of those in the Sponsor's Project Application and made a part hereof.

10. **LETTER OF CREDIT:** The Sponsor agrees to request cash draw downs on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.

11. **AIR AND WATER QUALITY:** Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.

12. **INFORMAL LETTER AMENDMENT OF AIP PROJECTS:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

13. **BUY AMERICAN REQUIREMENT:** Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

14. **MAXIMUM OBLIGATION INCREASE FOR NONPRIMARY AIRPORTS:** In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    a. may not be increased for a planning project;

    b. may be increased by not more than 15 percent for development projects;

    c. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

15. **AIRPORT-OWNED VISUAL OR ELECTRONIC NAVAIDS IN PROJECT:** The Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment and check the facility prior to its commissioning to assure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable, and mark and light the runway, as appropriate. The Federal Aviation Administration will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.

16. **<u>TRAFFICKING IN PERSONS</u>:**

a. **Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
ii. Procure a commercial sex act during the period of time that the award is in effect; or
iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity--
   i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
   ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either--
      A. Associated with performance under this award; or
      B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

b. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
   i. Associated with performance under this award; or
   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. **Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section.
   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
   ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. **Definitions.** For purposes of this award term:

1. "Employee" means either:
   i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
   ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
   i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
   ii. Includes:
      A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

17. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data UniversalNumbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. *Central Contractor Registration (CCR* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at *http://www.ccr.gov*).

2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866–705–5711) or the Internet (currently at *http://fedgov.dnb.com/webform*).

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward toa non-Federal entity.

4. *Subaward:*

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. 210 of the attachment to OMB Circular A–133, ‘‘Audits of States, Local Governments, and Non-Profit Organizations’’).. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____

David F. Cushing
Manager, Los Angeles Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Option #1

_____ _____

Signature Date

On this _____ day of _____ , 2012, before me appeared (name) _____ , to me personally known, who, being duly sworn, did execute the foregoing affidavit and did state that he or she was properly authorized by (name of sponsor) _____, to execute the affidavit and did so as his or her free act and deed.

_____ _____

Notary Public (Seal/Stamp) Commission Expires

Option #2

I declare under penalty of perjury that the foregoing is true and correct.*

_____ _____

Signature Date

*Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment or both

Executed this _____ day of September, 2012

City of Cottonwood, Arizona

(SEAL) By _____

(Sponsor's Designated Official Representative)

Attest: _____ Title _____

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of **Arizona**. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of September, 2012

_____

Signature of Sponsor's Attorney

FAA
Airports

Grant Assurances
Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor. The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor. The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. **Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

a. Title 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act – 5 U.S.C. 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
t. Copeland Anti kickback Act - 18 U.S.C. 874.1
u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]
v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity[1]
Executive Order 11990 - Protection of Wetlands
Executive Order 11998 – Flood Plain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]
Executive Order 12898 - Environmental Justice

Federal Regulations

a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
c. 14 CFR Part 150 - Airport noise compatibility planning.
d. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]
e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]
f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]
g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]
h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
i. 49 CFR Part 20 - New restrictions on lobbying.
j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.[1 2]
m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.[1]
o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.[1]

Office of Management and Budget Circulars

a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.

b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure

that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

11. **Pavement Preventive Maintenance**. With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport,

it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements**.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.** It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam

era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects. In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of

this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;
2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights. It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the

airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports

available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

    1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

    2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such

purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

(b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue

from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.

33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 1/25/2012 (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses**. The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to

have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1) Describes the requests;
   2) Provides an explanation as to why the requests could not be accommodated; and
   3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 1/25/2012

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5000-13A	Announcement of Availability—RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airports Surface Movement Sensors
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools, and Clothing
150/5210-15A	Airport Rescue & Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Firefighting Vehicles
150/5220-16D	Automated Weather Observing Systems for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Firefighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21B	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5220-22A	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13 Changes 1 - 18	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Change 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste

NUMBER	TITLE
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength PCN
150/5340-1K	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30F	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L821 Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	FAA Specification L853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specifications for Series to Series Isolation Transformers for Airport Lighting System
150/5345-49C	Specification L854, Radio Control Equipment

NUMBER	TITLE
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53C	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-1884, Power and Control Unit for Land and Hold Short
150/5345-55A	Specification for L893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-9	Planning and Design of Airport Terminal Facilities at Non-Hub Locations
150/5360-12E	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2B	Heliport Design
150/5395-1	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

DATED: 1/25/2012

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D Changes 1 - 4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-7A	Airport Pavement Management Program

THE FOLLOWING ADDITIONAL APPLY TO PFC PROJECTS ONLY

DATED: 1/25/2012

NUMBER	TITLE
150/5000-12	Announcement of Availability – Passenger Facility Charge (PFC) Application (FAA Form 5500-1)

RESOLUTION NUMBER 2662

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING A GRANT AGREEMENT WITH THE UNITED STATES OF AMERICA, ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR THE DESIGN OF AN AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) AT THE COTTONWOOD AIRPORT.

WHEREAS, the City of Cottonwood submitted a grant application on March 16, 2012, to the FAA for the amount of $30,165 for design of an Automated Weather Observation System; and

WHEREAS, the FAA has approved the grant application for the City in the amount of $30,165 under airport improvement program Project No. 3-04-0012-014-2011.

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

THAT, the Agreement with the FAA for the above said grant project is hereby approved, and the Mayor is authorized and empowered to execute the Grant Agreement and City officials are authorized and directed to carry out the intent of the Agreement on behalf of the city.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA, THIS 18TH DAY OF SEPTEMBER 2012.

_____
Diane Joens, Mayor

APPROVED AS TO FORM:

_____
Steven B. Horton, Esq.
City Attorney

ATTEST:

_____
Marianne Jiménez, City Clerk

City of Cottonwood, Arizona
City Council Agenda Communication

Print

Meeting Date:	September 18, 2012
Subject:	Council Contingency Request from the Boys and Girls Club
Department:	City Manager
From:	Doug Bartosh, Administration

REQUESTED ACTION

The Boys and Girls Club is requesting $1,000 from Council Contingency to partially pay for electrical upgrades they made to the building they lease from the city.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: I move to approve $1,000 in Council Contingency Funding to the Boys and Girls Club to help offset the cost of electrical upgrades at the building they lease from the city.

BACKGROUND

The Boys and Girls Club has leased the building behind City Hall as their Cottonwood headquarters for many years. The annual lease payment is $1.00 and the Club is responsible for all maintenance and repairs with the exception of major items such as the HVAC and the roof. The Club recently upgraded some of the electrical components in the building at a cost of approximately $1,800 (Invoice Attached) in an effort to help upgrade some of the programs they offer to their members.The Club is requesting funding assistance from the Council to partially fund the electrical upgrades.

JUSTIFICATION/BENEFITS/ISSUES

For the last few years the Boys and Girls Club has not received any funding from the City. However, they do receive the use of a city owned building at essentially no cost per year with the exception of the maintenance and minor repairs of the building that they are required to provide per the lease agreement.A letter from the Boys and Girls Club is attached describing some of their programs, their membership, and their benefit to the Cottonwood community.

COST/FUNDING SOURCE

General Fund - Council Contingency

ATTACHMENTS:

Name:	Description:	Type:
COC_Request_8_1_12.pdf	Boys and Girls Club Cover Letter	Cover Memo
Inv_00008544_from_Chris_Connolly_Electric_5072.pdf	Boys and Girls Club Electrical Invoice	Cover Memo

August 16, 2012

City Council
PO Box 1387
Sedona, AZ, 86339-1387

Re: Cottonwood Club Improvements

Dear Honorable Mayor Joens & City Council Members:

For over 15 years the Boys & Girls Club of Northern Arizona (BGCNA) has and continues to be a second home for hundreds of youth throughout the Verde Valley. We have over 750 members, and pick up from 9 schools throughout Cottonwood and the surrounding area.

For over the past year our organization has been upgrading the Cottonwood Boys & Girls Club including installing new emergency exit signs with battery back up at each exit, addition of 3 fluorescent lamp fixtures, repair recessed can lights, adding covers & plates where necessary, remodel of the lobby, bathrooms and office, paint the interior of entire facility, technological upgrades i.e. computers for youth members use, and updating software so our youth are being introduced to the newest programs for digital arts and homework assistance.

This summer we also opened the Teen Center in the basement of the club to give our pre-teen and teen members, some of which have been with us for 5+ years, a place to call their own. Electrical outlets were also added for our future teen computer center. Due to the cost of the upgrades and remodel, our organization is respectfully requesting assistance to supplement the cost.

This summer we had a 42% increase in membership with an Average Daily Attendance of 73 members. Due to the changes above and the fact that we have dedicated staff with low turnover rates, we believe that number will only continue to rise throughout our 2012/13 afterschool program.

Over the years the BGCNA has become an integral part of our communities. We are involved in our member's lives on a daily basis and many times we are a support group and extended family to many of our youth and their parents. We have formed important partnerships with our local schools and other outreach organizations to reach hundreds of additional youth and their families throughout each year. The Club is instrumental in helping today's youth become tomorrow's leaders.

Again, THANK YOU for your support and consideration of this special request for assistance.

Sincerely,

Connie Dedrick
Executive Director

BOYS & GIRLS CLUBS
OF NORTHERN ARIZONA

989 S. Main Street
Suite A, PMB 617
Cottonwood, Arizona 86326
Tel: 928.649.9686
Fax: 928.649.9676
www.apositiveplace.org

Chris Connolly Electric	Phone #	Fax #
P.O. Box 1170 Cornville, AZ 86325	928.639.4251	928.634.0280
	E-mail: connollyelectric@qwestoffice.net	

Invoice

Date	Invoice #
8/6/2012	00008544

Bill To	Ship To
Girls and Boys Club Connie Dedrick 1785 W. S.R. 89A Sedona AZ E-mail: cdedrick@apositiveplace.org	817 N. Second St. City of Cottonwood, Yavapai County 406-38-022

Terms	Project

Description	Est Amt	Prior %	Curr %	Total %	Amount
Labor & Materials to 100% completion per Estimate #209 Replaced (7) various existing Emergency Exit Signs with new Battery Back-up Exit/Emergency Combo Fixtures Total: $665 Installed (3) additional 4' 2 Lamp Florescent Fixtures in Kitchen @ $75/each Total: $225 Installed (2) additional 20 Amp 120 Volt Circuits to Basement for new computers, including (3) Quad Receptacles Total: $645 (an additional $95 from Estimate because there were originally only two Quad Receptacles to be installed.) Repaired (3) 6" Recessed Can Trims & Lamps and various Covers & Plates. (2.5) Total Man Hours @ $45/hour $112.50 plus $65 materials Total: $177.50	1,712.50		100.00%	100.00%	1,712.50T

Subtotal	$1,712.50
Payments/Credits	$0.00
Sales Tax (7.3775%)	$126.34
Balance Due	$1,838.84

To make payment online, please use this link:

Pay online at: https://ipn.intuit.com/4hcmc97c

CLAIMS REPORT OF SEPTEMBER 18, 2012			
FUND TOTAL	**VENDOR NAME**	**DESCRIPTION**	**TOTAL $0.00**

CLAIMS EXCEPTIONS REPORT OF SEPTEMBER 18,2012			
FUND	**VENDOR NAME**	**DESCRIPTION**	**TOTAL**
All	City of Cottonwood	Payroll 09/14/12	$430,825.92
All	APS	Utilities	$82,713.30
Utilities	AZ Dept of Environmental Quality	Annual Ap Fee PO 19157	$6,000.00
Gen	AZ Municipal Risk Retention Pool	Claim#13010902	$12,747.02
Utilities	Az Waterworks Supply	PO 19165 supplies	$7,239.70
Gen	Public Sector Personnel Consultants	Comp Study	$5,400.00
All	Reese & Sons Tire	Vehicle Maintenance	$9,871.68
Gen	Sedona Fire District	Dispatching PO 19154 and Telecom services	$9,459.23
Utilities	Alliance Services and Control Specialists	PO 19145 Wells Site Radio Telemetry	$26,947.04
Utilities	Aqua-Aerobic Systems, Inc	PO 19168 Mixer Motor	$6,635.69
Airport Grants	AZ Dept of Transporation	PO 19158 10% Match Project Airport Repaving	$39,034.50
All	AZ Municipal Risk Retention Pool	Quarterly Liability Insurance	$103,110.00
Gen	AZ State Treasurer	Court Fines August 2012	$16,163.32
Gen	Cottonwood Oak Creek School District	Lights at the ballfields	$6,175.83
Utilities	Envirogen Technologies	PO 19153 Arsenic Maintenance	$34,712.16
Utilities	Ferguson Waterworks	Supplies	$24,253.00
Gen	High Mileage, Inc	FSO Lou Gramm	$11,000.00
Gen	Jackson Lewis, LLP	General Counsel	$8,606.95
Capital Gen	Mulcaire & Sons Contracting, LLC	PO 19161 Library Parking Lot	$38,905.83
Gen	Old Town Association	FY 2011-12 Contribution	$7,500.00
Gen	The Van Wyck Law Firm	Prosecuting ATTY August 2012	$7,000.00
All	United Fuel	Fuel	$17,598.72
TOTAL			**$911,899.89**