

A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD SEPTEMBER 20, 2011, AT 6:00 P.M., AT THE CITY COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER—THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.
- V. 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.A.(H).) Comments are limited to a 5 minute time period.
- VI. INTRODUCTION OF NEW EMPLOYEES—Nikki Arbeiter, Planner.
- VII. APPROVAL OF MINUTES—Special Meeting of 6/13/11, Regular Meeting of 8/2/11, Work Sessions of 8/17/11 & 9/13/11.
- VIII. PROCLAMATIONS—VERDE RIVER DAYS, NATIONAL GUARD WEEK, & NICKELODEON PLAY DAY.

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

- IX. CONSENT AGENDA—The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.
 1. NEW LIQUOR LICENSE FOR JAMIE L. FULLMER, APPLICANT FOR FIRE MOUNTAIN WINES LLC, LOCATED AT 708 COVE PARKWAY.
 2. SPECIAL EVENT LIQUOR LICENSE APPLICATIONS SUBMITTED BY TERRA SHANKS, APPLICANT FOR THE VERDE VALLEY FAIR ASSOCIATION, FOR EVENTS SCHEDULED FOR OCTOBER 14 & 15, OCTOBER 22, AND NOVEMBER 19, 2011, AT 800 E. CHERRY STREET.
 3. RESOLUTION NUMBER 2606—APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT TO PROVIDE FUNDING ASSISTANCE FOR RAILROAD WASH DRAINAGE IMPROVEMENTS AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) RESTUDY PROJECT.

A G E N D A
September 20, 2011/page 2

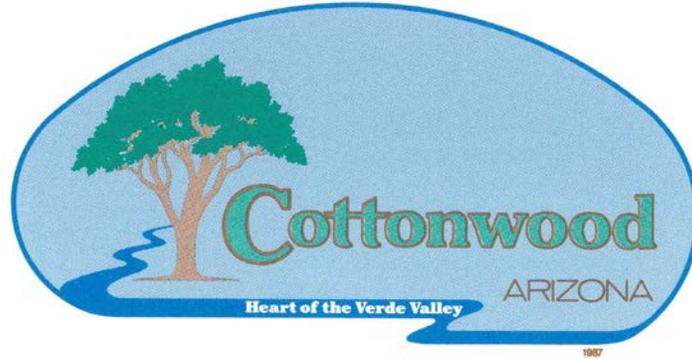
- X. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
1. AWARD OF BID FOR ELECTRICAL GENERATOR MAINTENANCE AND REPAIR.
 2. RESOLUTION NUMBER 2607—APPOINTING MARK HOBSON A MEMBER OF THE CITY'S INDUSTRIAL DEVELOPMENT AUTHORITY BOARD AND ESTABLISHING HIS TERM OF OFFICE.
 3. RESOLUTION NUMBER 2608—APPOINTING SHILOH HOGGARD A MEMBER OF THE CITY'S INDUSTRIAL DEVELOPMENT AUTHORITY BOARD AND ESTABLISHING HIS TERM OF OFFICE.
 4. ORDINANCE NUMBER 579—AMENDING SECTION 404.O: ANIMALS AND PETS OF THE CITY OF COTTONWOOD ZONING ORDINANCE BY ADDING A NEW SUB-SECTION a. TO SECTION O. 1. HOUSEHOLD PETS; AMENDING SUB-SECTION 2. SHOW ANIMALS, OF SECTION 404. O. ANIMALS AND PETS; ADDING A NEW SUB-SECTION 8., TO SECTION 413.B: R-1 ZONE (PERMITTED USES); AND ADDING A NEW SUB-SECTION 11. TO SECTION 414. B: R-2 ZONE (PERMITTED USES); FIRST READING.
 5. RESOLUTION NUMBER 2609—APPOINTING FRANK LEUPOLD A MEMBER OF THE CITY'S MUNICIPAL PROPERTY CORPORATION.
 6. RESOLUTION NUMBER 2610—APPOINTING PAUL D. JULIEN AS A PRO TEMPORE CITY MAGISTRATE AND ESTABLISHING HIS TERM OF OFFICE.
 7. ACCEPTANCE OF THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS) FISCAL YEAR 2012 GRANT FOR RESCUE EXTRICATION EQUIPMENT FOR THE COTTONWOOD FIRE DEPARTMENT.
- XI. CLAIMS & ADJUSTMENTS
- XII. ADJOURNMENT

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

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

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

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



PROCLAMATION

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

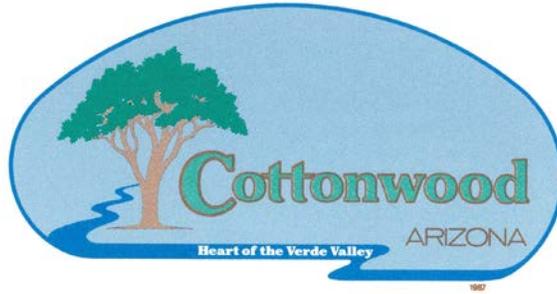
WHEREAS, Arizonans must continue our work to successfully find accommodation for all the roles that rivers play, and

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 23 through 25, 2011 as

Verde River Days in the City of Cottonwood

Diane Joens, Mayor



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

WHEREAS, as family members, employees, and leaders in their communities, members of the National Guard and Reserve give of themselves at home and abroad to preserve the American way of life; and

WHEREAS, these dedicated citizens leave the comfort of their civilian lives to wear the uniform of the United States, protect our freedoms around the world, and serve within our borders during times of peace as well as turmoil; and

WHEREAS, making up nearly half of our military force, the men and women in the National Guard and Reserve play a vital role in our national defense, and throughout the year, they train and prepare for new challenges faced in missions at home and across the globe; and

WHEREAS, our Nation has always relied upon the service of citizen- soldiers to protect our lives and liberties. During National Employer Support of the Guard and Reserve Week, we recognize both the exceptional spirit of service that characterizes these individuals, and their employers' commitment to maintaining the safety and security of the United States by caring for those who defend it; and

WHEREAS, as we celebrate National Employer Support of the Guard and Reserve Week, we honor those who serve in the National Guard and Reserve, and we give thanks to their employers, whose support and encouragement is critical to the strength of our Armed Forces.

NOW, THEREFORE, I, Diane Joens, Mayor of the City of Cottonwood, Arizona, do hereby proclaim September 19 through September 23, 2011, as

National Employer Support of the Guard and Reserve Week

and call upon all the citizens of Cottonwood to join in expressing thanks to the members of the National Guard and Reserve and their civilian employers.

IN WITNESS THEREOF, I have hereunto set my hand the 20th Day of September 2011.

Diane Joens, Mayor



PROCLAMATION

WHEREAS, on behalf of the citizens of Cottonwood, Arizona, the City Council joins Nickelodeon; Boys & Girls Clubs of America; President's Council on Fitness, Sports & Nutrition; and the National Park Foundation, in celebrating a Worldwide Day of Play ensuring that today's generation of kids become one of the healthiest; and

WHEREAS, part of Nickelodeon's international, grassroots effort is to get kids more physically active and to encourage positive, healthy, and playful lifestyles across the globe, thus Worldwide Day of Play is a fun event to empower our youth; and

WHEREAS, the rates of childhood obesity continue to rise at alarming rates; and

WHEREAS, today's children and adults don't get as much physical activity as they should; and

WHEREAS, nutritious diets and physical activity are an important component to living a healthy lifestyle and reducing disease; and

WHEREAS, Cottonwood, Arizona, is committed to working to support kids in becoming the healthiest generation.

NOW, THEREFORE, I, Diane Joens, Mayor of the City of Cottonwood, do hereby proclaim September 24, 2011, to be

Worldwide Day of Play.

IN WITNESS THEREOF, I have hereunto set my hand this 20th day of September, 2011.

Diane Joens, Mayor

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: September 20, 2011

Subject: New Liquor License Application for Jamie L. Fullmer (Fire Mountain Wines LLC)

Department: City Clerk

From: Marianne Jiménez, City Clerk

REQUESTED ACTION

Council consideration of recommending approval or denial of a new Liquor License Application for Jamie L. Fullmer for Fire Mountain Wines LLC located at 708 Cove Parkway.

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

“I move to recommend approval of the new liquor license application for Jamie L. Fullmer for Fire Mountain Wines LLC located at 708 E. Cove Parkway.”

BACKGROUND

A new Liquor License Application was received from the Arizona Department of Liquor Licenses & Control for Jamie L. Fullmer, applicant for Fire Mountain Wines LLC located at 708 Cove Parkway. No comments for or against the application have been received.

JUSTIFICATION/BENEFITS/ISSUE

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.

REVIEWED BY:

City Manager: _____ City Attorney: _____

ATTACHMENTS

- Copy of the Liquor License Application for Jamie L. Fullmer.

11 AUG 11 10:46 AM #353

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):

3133027

1. Type of License(s): Domestic Farm Winery License

2. Total fees attached:

Department Use Only

\$ 100.00

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

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

SECTION 4 Applicant

1. Owner/Agent's Name:

Mr. Fullmer

Jamie

Lynn

(Insert one name ONLY to appear on license)

Last

First

Middle

2. Corp./Partnership/L.L.C.: Fire Mountain Wines LLC

(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Fire Mountain Wines

(Exactly as it appears on the exterior of premises)

4. Principal Street Location

708 Cove Parkway

Ste A

Cottonwood

Yavapai

86326

(Do not use PO Box Number)

City

County

Zip

5. Business Phone: Pending

Daytime Contact: 928-300-2917

6. Is the business located within the incorporated limits of the above city or town? YES NO

7. Mailing Address: P.O. Box 4120

Cottonwood

AZ

86326

City

State

Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type NA

\$

Type

\$

DEPARTMENT USE ONLY

Fees: 100.00

Application

Interim Permit

Agent Change

Club

Finger Prints \$

100.00

TOTAL OF ALL FEES

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

Accepted by: JB

Date: 08-11-11

Lic. #

3133027

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)

State of _____ County of _____
 The foregoing instrument was acknowledged before me this
 _____ day of _____, _____
 Day Month Year

My commission expires on: _____

 (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 \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

- CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, and 8.*
 L.L.C. *Complete 1, 2, 4, 5, 6, 7, and 8.*

1. Name of Corporation/L.L.C.: Fire Mountain Wines LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 04/20/2011 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: L1675821-6 Date authorized to do business in AZ: 04/26/2011
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
Fullmer	Jamie	Lynn	Managing Member	4657 E. Broken Saddle Drive, Cottonwood, AZ 86326	
Mooers JR	John	Warren	Member	2520 23rd Street, Newport Beach, CA 92660	

(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
Fullmer	Jamie	Lynn	51%	4657 E. Broken Saddle Drive, Cottonwood, AZ 86326	
Mooers JR	John	Warren	49%	2520 23rd Street, Newport Beach, CA 92660	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

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

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

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

1. Distance to nearest school: 3643.2 ft. Name of school Saint Joseph's Catholic School
Address 2715 E State Route 89 A, Cottonwood AZ 86326
City, State, Zip _____

2. Distance to nearest church: 575.2 ft. Name of church New Hope Christian Fellowship (administrative office)
Address 1760 E. Villa East 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 Paul and Sherri Kessel
Address 10710 E Valley View Drive, Cornville, AZ 86325-5839
City, State, Zip _____

4a. Monthly rental/lease rate \$ 1500.00 What is the remaining length of the lease 6 yrs. 6 mos.

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

5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
Please list debtors below if applicable.

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)? Sales, Distribution, Tasting, and Storage

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

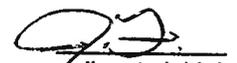
As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception 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? _____
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 spirituous 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.

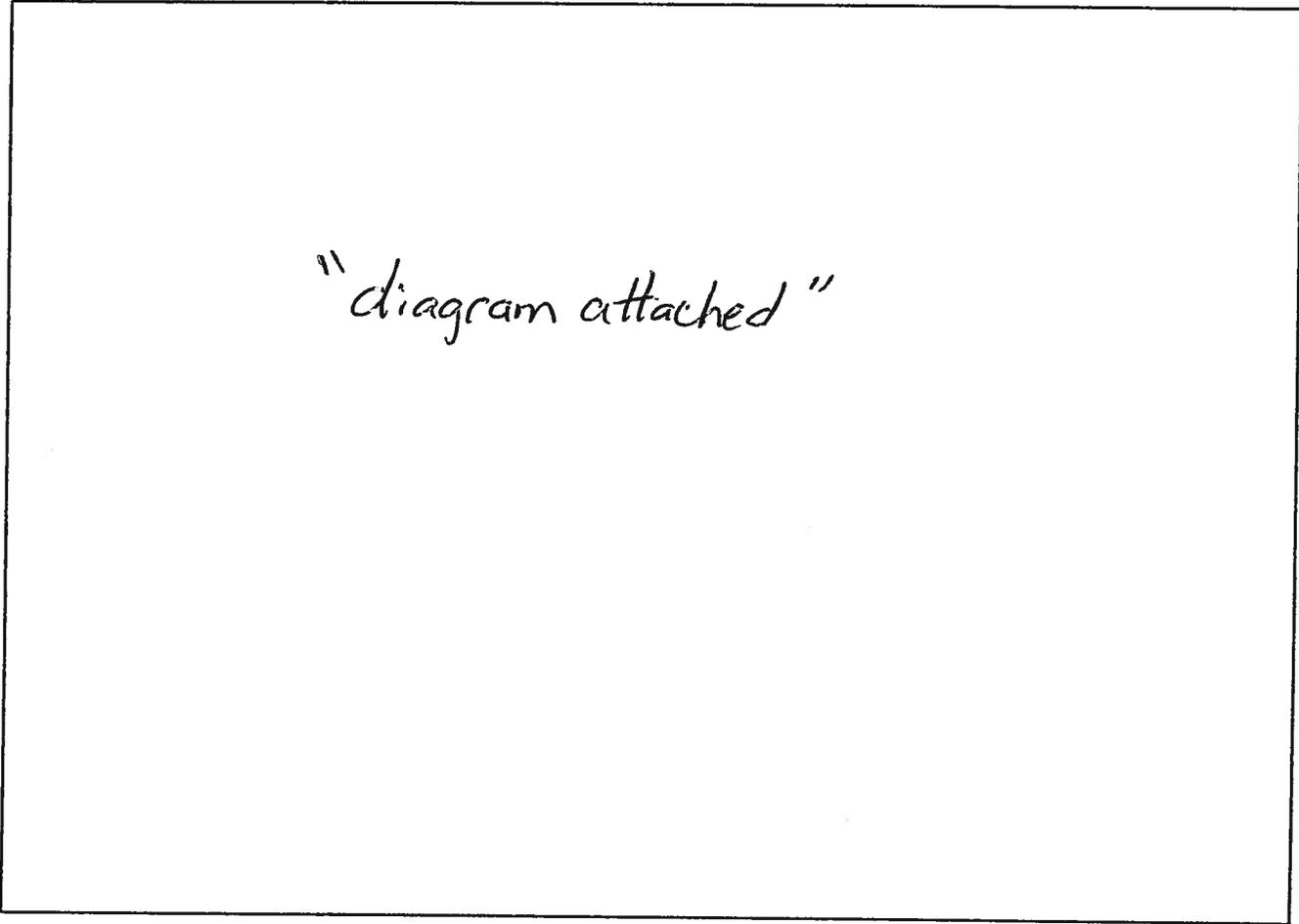


applicants initials

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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.



11 AUG 11 11:04 AM '11

SECTION 16 Signature Block

I, Jamie Lynn Fullmer, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [Signature]
(signature of applicant listed in Section 4, Question 1)

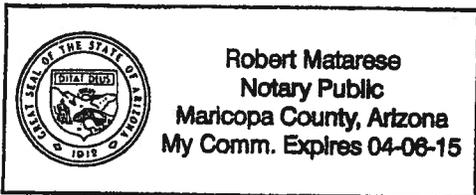
State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

11th of August, 2011
Day Month Year

[Signature]
signature of NOTARY PUBLIC

My commission expires on: 06 04 2015
Day Month Year



City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: September 20, 2011

Subject: Special Event Liquor Licenses for the Verde Valley Fair Association (Terra Shanks, Applicant).

Department: City Clerk

From: Marianne Jiménez, City Clerk

REQUESTED ACTION

Council consideration and recommendation of approval or denial of three Special Event Liquor License Applications submitted by Terra Shanks, applicant for the Verde Valley Fair Association.

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

"I move to recommend approval of the Special Event Liquor License Applications submitted by Terra Shanks, applicant for the Verde Valley Fair Association, for events scheduled for October 14 & 15, October 22, and November 19, 2011, at 800 E. Cherry Street."

BACKGROUND

Terra Shanks submitted three Special Event Liquor License applications on behalf of the Verde Valley Fair Association, for October 14 & 15 (Spook Night), October 22 (Wedding Reception), and November 19 (Toy Run) at the fairgrounds located at 800 E. Cherry Street.

JUSTIFICATION/BENEFITS/ISSUES

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

COST/FUNDING SOURCE

N/A

REVIEWED BY

City Manager: _____ City Attorney: _____

ATTACHMENTS

- Applications from Terra Shanks

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

11. This organization has been issued a special event license for 3 days this year, including this event
(not to exceed 10 days per year).

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

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

Name Verde Valley Fair Association 100
Percentage

Address 800 East Cherry Street - Cottonwood, AZ 86326

Name _____
Percentage

Address _____
(Attach additional sheet if necessary)

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

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

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

 # Police Fencing
5 # Security personnel Barriers

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

Verde Valley Fair Association (928) 634-3290
Name of Business Phone Number

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

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

N↑

See Attached

12th Street

Parking Lot

Parking Lot

Participant Entrance

Main Entrance

Arena

Gyberg Building

Sheep & Swine Barn

Cattle Barn

Rest Rooms

Show Barn

Taylor Barn

Small Stock Show Ring

Dance Room

Info

Fair Office

Beer Booth

Rest Rooms

Beer Booth

*Handwritten: 5/10/11
Sue*

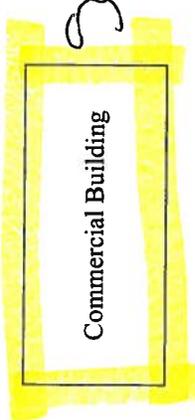
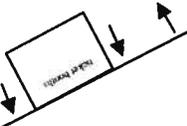
Commercial Building

Main Stage

Stage

Fine Arts Building

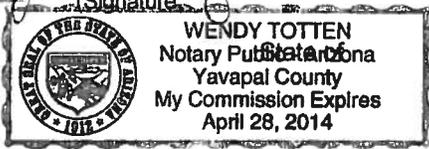
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THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

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

X Mary Valenzuela President 9/8/11 (928) 634-4986
 (Signature) (Title/Position) (Date) (Phone #)



Arizona County of Yavapai
 The foregoing instrument was acknowledged before me this

4th Day September 2011
 (Day) (Month) (Year)

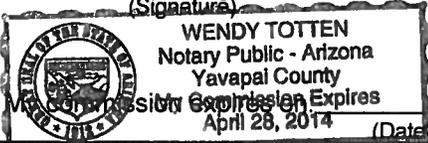
My Commission expires on: 4/28/14 (Date)

[Signature] (Signature of NOTARY PUBLIC)

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

X Terra Shanks State of Arizona County of Yavapai
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4th Day September 2011
 (Day) (Month) (Year)

My Commission expires on: 4/28/14 (Date)

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

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
 (Government Official) (Title)
 on behalf of _____
 (City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) (Date)

APPROVED DISAPPROVED BY: _____

 (Title) (Date)

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

11. This organization has been issued a special event license for _____⁴ days this year, including this event
(not to exceed 10 days per year).

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

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

Name Verde Valley Fair Association 100
Percentage

Address 800 East Cherry Street - Cottonwood, AZ 86326

Name _____
Percentage

Address _____
(Attach additional sheet if necessary)

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

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

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

_____ # Police Fencing
³_____ # Security personnel Barriers

16. Is there an existing liquor license at the location where the special event is being held? YES NO
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See Attached

89A

12th Street

Parking Lot

Parking Lot

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Sheep & Swine Barn

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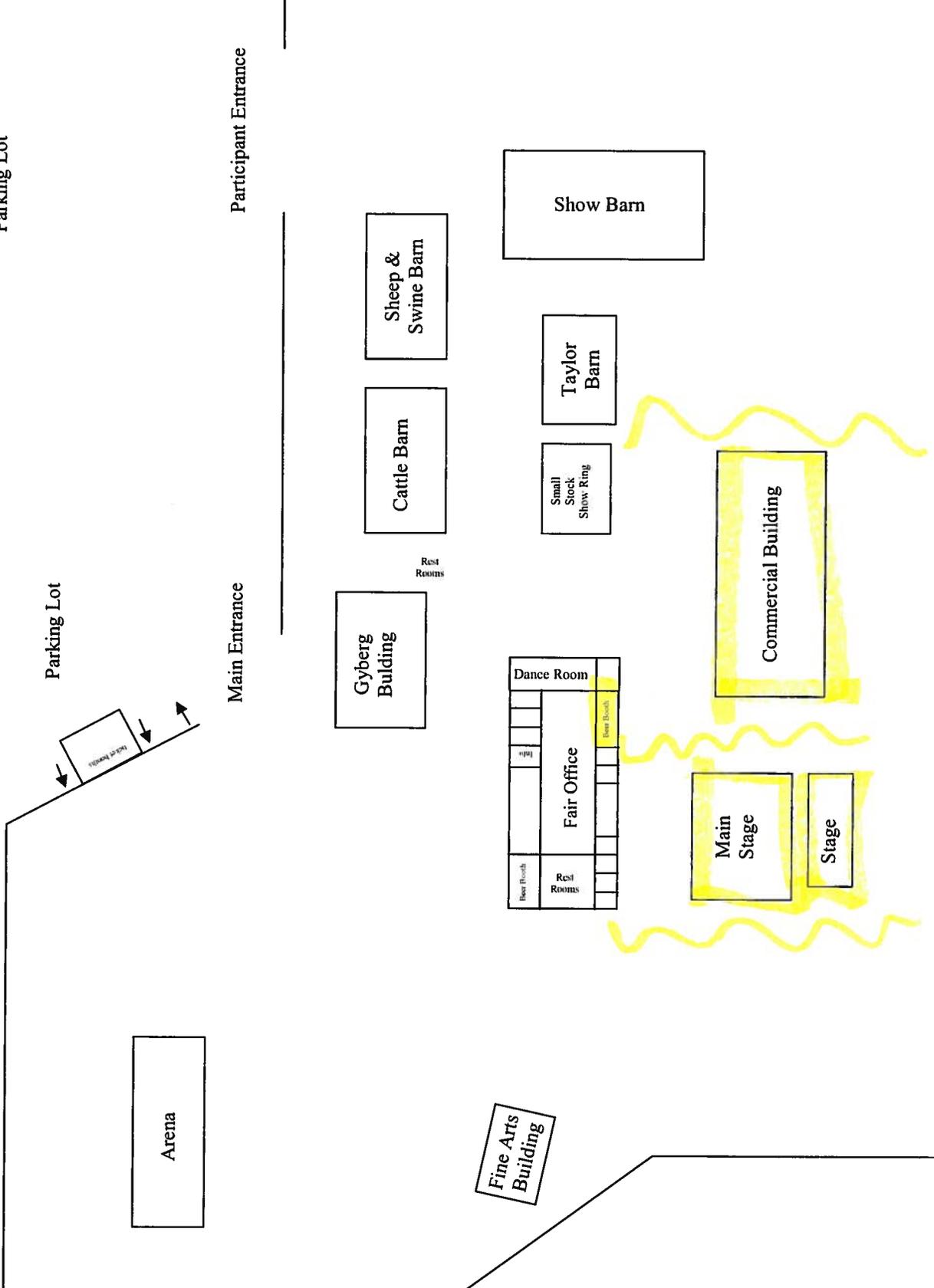
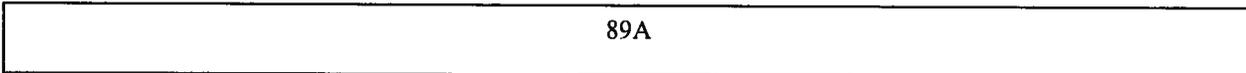
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Main Stage

Stage

Commercial Building

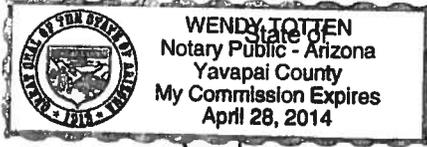
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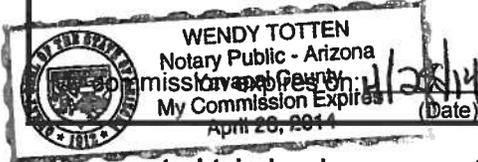
State of Arizona County of Yavapai
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My Commission expires on: 4/28/14 (Date) [Signature] (Signature of NOTARY PUBLIC)

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) (Date)

APPROVED DISAPPROVED BY: _____

 (Title) (Date)

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

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**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
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Name Verde Valley Fair Association 100
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Address 800 East Cherry Street - Cottonwood, AZ 86326

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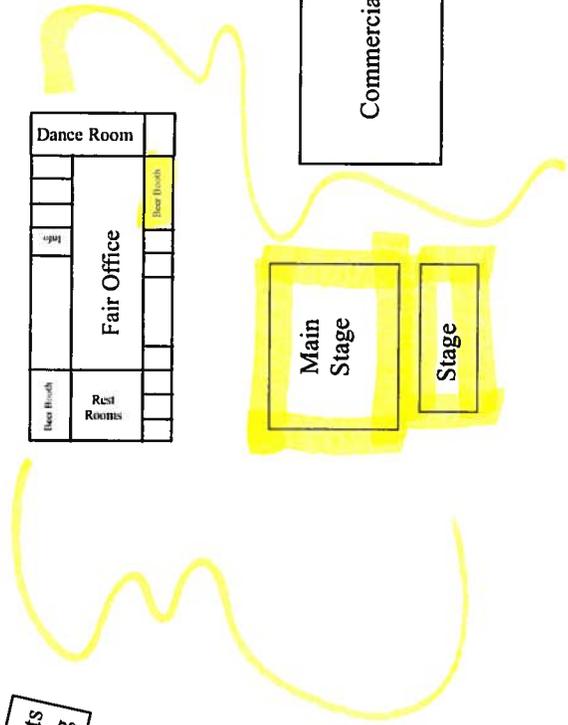
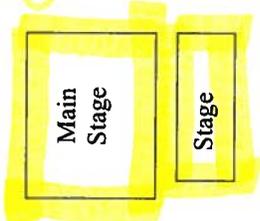
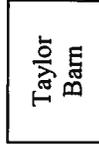
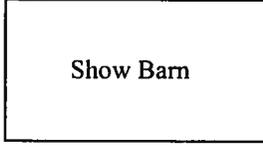
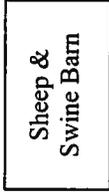
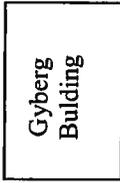
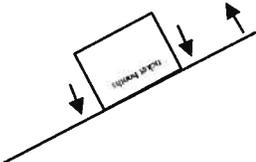
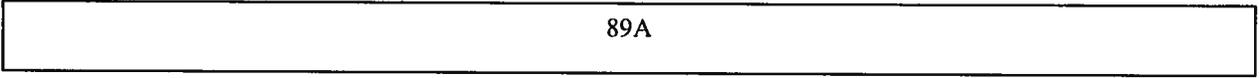
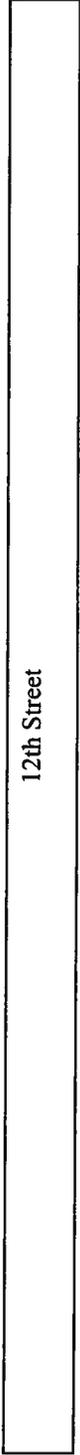
Rest Rooms

Commercial Building

Main Stage

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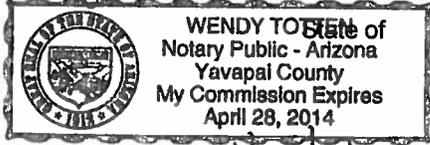
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 (Signature) (Title/Position) (Date) (Phone #)



Arizona County of Yavapai
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30th Day September Month 2011 Year

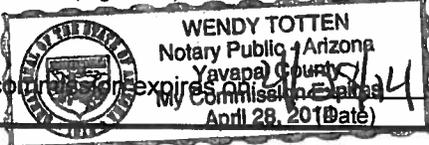
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 on behalf of _____
 (City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) (Date)

APPROVED DISAPPROVED BY: _____

 (Title) (Date)

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: September 20, 2011

Subject: Resolution Number 2606 – Approving an Intergovernmental Agreement with the Yavapai County Flood Control District.

Department: Engineering

From: Morgan Scott

REQUESTED ACTION

Consideration of Resolution Number 2606, which approves an Intergovernmental Agreement (IGA) with the Yavapai County Flood Control District to provide funding assistance for Railroad Wash drainage improvements and the Federal Emergency Management Agency (FEMA) restudy project.

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

“I move to approve Resolution Number 2606 approving an Intergovernmental Agreement with the Yavapai County Flood Control District.”

BACKGROUND

In 2003 the City of Cottonwood began improving the channel along Willard Street and Mingus Avenue with the intent of relocating Railroad Wash from the residential neighborhood east of the hospital to the channel alongside Willard Street and Mingus Avenue. The intent of the project was also to conduct a floodplain study and have the FEMA flood plain designation removed from the residential neighborhood. The 2003 project was also conducted with funding from Yavapai County Flood Control District. Unfortunately, the flood plain study was never completed because the improvements on the upper end of the wash were not completed. The final improvements were delayed because the work would have interrupted the Verde Valley Medical Center’s only potable water supply. The hospital has now connected to the City water and the old lines can be safely relocated.

Yavapai County Flood Control District has budgeted \$225,000 for the remainder of the work and for the restudy and application for the relocation of the FEMA floodplain.

JUSTIFICATION/BENEFITS/ISSUES

The improvements will protect property owners from flooding, and the relocation of the flood plain will save homeowners on flood insurance costs.

COST/FUNDING SOURCE

Yavapai County Flood Control District

REVIEWED BY:

City Manager: _____

City Attorney: _____

ATTACHMENTS

Resolution Number 2606
Intergovernmental Agreement with Yavapai County
Current FEMA Floodplain Map
2003 Council Memo

RESOLUTION NUMBER 2606

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT TO PROVIDE FUNDING ASSISTANCE FOR RAILROAD WASH DRAINAGE IMPROVEMENTS AND THE FEMA RESTUDY PROJECT.

WHEREAS, the Yavapai County Flood Control District and the City of Cottonwood have the authority to enter into Intergovernmental Agreements pursuant to A.R.S. § 11-952, § 48-3603(9), and § 9-240(5); and

WHEREAS, the City of Cottonwood lies within legal boundaries of the Yavapai County Flood Control District; and

WHEREAS, property owners within the corporate limits of the City pay ad valorem taxes to support the District; and

Whereas, the District is authorized to expend funds for flood control projects (including storm water control) and has approved and budgeted amounts necessary to provide funding assistance for Railroad Wash Drainage Improvements and the FEMA Restudy Project.

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

THAT the Intergovernmental Agreement with the Yavapai County Flood Control District to provide funding assistance for Railroad Wash Drainage Improvements and the FEMA restudy project is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 20TH DAY OF SEPTEMBER 2011.

Diane Joens, Mayor

RESOLUTION NUMBER 2606
Page 2

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steven B. Horton
City Attorney

When recorded in the Office of the
Yavapai County Recorder, return to:

Yavapai County Flood Control District
500 S. Marina St.
Prescott, AZ 86303

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made this 15th day of August 2011, by and between the YAVAPAI COUNTY FLOOD CONTROL DISTRICT, a special district legally created in the State of Arizona (hereinafter called "District") and the City of Cottonwood, a municipal corporation of the State of Arizona, (hereinafter call "City") for a period commencing, August 15, 2011, and extending through completion of the named project.

This agreement provides for financial contribution from the District to the City in support of the Railroad Wash Drainage Improvement & FEMA Restudy Project. This agreement is funded in an amount not to exceed \$225,000 for Fiscal Year 2011/2012. Funding contributions for the project in future fiscal years will be dependant on project progress and funding availability. Funding for future Fiscal Years must be requested in writing and will be at the discretion of the Board of Directors of the Yavapai County Flood Control District. All design, engineering, bidding, contracts, inspection and project management shall be the sole responsibility of the City. The District's involvement in the project is limited to financial contribution as approved by the Board of Directors.

WITNESSETH:

WHEREAS, the District and the City have the authority to enter into Intergovernmental Agreements pursuant to Arizona Revised Statutes, Section 11-952, Section 48-3603(9) and Section 9-240(5); and,

WHEREAS, the City lies within the legal boundaries of the District (Yavapai County); and,

WHEREAS, property owners within the corporate limits of the City pay ad valorem taxes to support the District; and,

WHEREAS, the City has experienced storm water control and flooding problems for a number of years in various locations; and,

WHEREAS, the District is authorized to expend funds for flood control projects (including storm water control) and has approved and budgeted amounts necessary to provide funding assistance for flood mitigation work.

NOW, THEREFORE, IT IS AGREED as follows:

PURPOSE

1. The purpose of this Agreement is to authorize the Flood Control District to pay and contribute to the City funds in support of the City's Railroad Wash Drainage Improvement & FEMA Restudy Project. Project funding for Fiscal Year 2011-2012 shall not exceed Two Hundred Twenty Five Thousand Dollars (\$225,000.00). Funding

contributions for the project in future fiscal years will be dependant on project progress and funding availability and will be at the discretion of the Board of Directors of the Yavapai County Flood Control District. The District shall make said contributions to the City in partial payments based upon periodic invoices from the City. Invoices shall be provided to the District for review prior to reimbursement. The District agrees to pay said invoices monthly or upon an alternate schedule as agreed to between the City and District.

2. The City shall use said District funds exclusively for reimbursement of approved costs associated with the project described above.
3. The City shall be responsible for the administration, right-of-way acquisition, design, construction, inspection and materials necessary to complete the project.

DURATION

The term of this Agreement is for the entire period of construction of the Railroad Wash Drainage Improvement & FEMA Restudy Project. This Agreement is subject to cancellation pursuant to ARS §38-511.

RENEWAL

The Parties may, upon mutual written consent, extend this agreement as necessary to carry out its purposes. Upon a written request from the City, the Board of Directors of the District may provide additional funding for this agreement in future Fiscal Years if the project is not completed within Fiscal Year 2011/2012.

SEVERABILITY

The parties agree that if any part or parts of this Intergovernmental Agreement are held to be void or unenforceable by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matters herein, and it may be amended, modified, or waived only by an instrument in writing signed by both parties.

CONFLICT OF INTEREST

This Agreement is subject to cancellation pursuant to ARS §38-511.

INDEMNIFICATION

The City and the Flood Control District each agree to hold the other party harmless and indemnify the other for any loss, liability, or damages arising from any action, omission, or negligence of each party's employees, officers, or agents, regarding the performance of this Intergovernmental Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the aforementioned date.

CITY OF COTTONWOOD

YAVAPAI COUNTY FLOOD
CONTROL DISTRICT

Diane Joens, Mayor

Carol Springer, Chairman
Yavapai County Flood Control District
Board of Directors

ATTEST:

ATTEST:

Admin. Secretary

Julie Ayers, Clerk of the Board
Yavapai County Flood Control District

APPROVED AS TO CONTENT
AND FORM:

APPROVED AS TO CONTENT
AND FORM:

City Attorney

Deputy County Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this proposed Intergovernmental Agreement for funding contributions for flood mitigation work performed by the City has been reviewed by the undersigned City attorney who has determined that said Agreement is in appropriate form and is within the powers and authority of the City of Cottonwood.

City Attorney

Date: _____

In accordance with A.R.S. §11-952, this proposed Intergovernmental Agreement for funding contributions for flood mitigation work performed by the City has been reviewed by the undersigned City attorney who has determined that said Agreement is in appropriate form and is within the powers and authority of the Yavapai County Flood Control District.

Deputy County Attorney

Date: _____



Legend

-  Road Centerline
-  Cottonwood City Boundary
-  FEMA

1 inch = 300 feet



**CITY OF COTTONWOOD
EXISTING RAILROAD WASH FLOODPLAIN OUTLINE**

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: September 20, 2011
Subject: Electrical Generator Maintenance and Repair
Department: Utilities
From: Roger Biggs, Utilities Department Administrative Manager

REQUESTED ACTION

Consider award of bid for electrical generator maintenance and repair.

If the Council desires to approve this item the suggested motion is: Move to award the contract for electrical generator maintenance and repair to Power Plus and authorize the Mayor to execute the service agreement

BACKGROUND

The Utilities Department is responsible for maintenance and repair of emergency electrical generators at nine of its facilities in addition to the generator at the Finance Department. These generators are specialized equipment which require annual maintenance from a qualified generator specialty company. Additionally the City has need for troubleshooting and repair of these generators when unforeseen problems arise during their operation. To ensure continuity of service and repair to these vital pieces of emergency equipment, this bid was designed as a two year agreement.

The existing contract for these services has expired and specifications were updated and the bid was advertised. Seven firms submitted bid packets and the results of those bids are shown below:

W.W. Williams:	\$6,289.95
Cummins Rocky Mountain:	\$8,716.00
Gen-Tech:	\$6,147.25
Power Plus:	\$3,669.39
Loftin Equipment Company:	\$8,532.00
AGM Sales & Service LLC:	\$5,147.16
Titan Power, Inc.:	\$8,250.00

The bids were checked and found to be in compliance with the specifications. Because the City had not worked with the low bidder, Power Plus, references were checked and the response was very favorable both for their routine work and emergency response.

JUSTIFICATION/BENEFITS/ISSUES

Emergency electrical generators are a critical component to successful operation and ensuring they are properly maintained and available during power outages is vital. Having the generators maintained and ensuring quick repairs during unanticipated breakdowns is crucial to continued successful operations.

COST/FUNDING SOURCE

Enterprise and general fund operational accounts

REVIEWED BY:

City Manager: _____

City Attorney: _____

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: September 20, 2011

Subject: Resolution Numbers 2607 & 2608 – Appointing Members to the Industrial Development Authority Board.

Department: City Clerk

From: Marianne Jiménez, City Clerk

REQUESTED ACTION

Council consideration of filling two vacancies on the City’s Industrial Development Authority (IDA) board. Resolution Number 2607 appoints a member for a six-year term and Resolution Number 2608 appoints a member for a four-year term.

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

“I move to approve Resolution Number 2607 appointing Mark Hobson to a six-year term on the Industrial Development Authority Board.

“I move to approve Resolution Number 2608 appointing Shiloh Hoggard to a four-year term on the Industrial Development Authority Board.”

BACKGROUND

The Industrial Development Authority was formed in 1985 to expand manufacturing, industrial, and commercial enterprises within the City of Cottonwood. It is a means for qualifying applicants to locate or improve qualified projects in the City through the use of industrial development bonds. An example is the Verde Valley Guidance Clinic utilizing the IDA’s bonding ability to expand their facility.

The IDA board is a five member board whose terms are staggered into two, four, and six year terms. Mark Hobson has been a member of the board since its inception and his six-year term expired September 6, 2011. Shiloh Hoggard has been a member of the board since 2007 and his four-year term expired September 17, 2011.

The board openings were advertised for four weeks and only Mr. Hobson and Mr. Hoggard submitted applications for the openings.

JUSTIFICATION/BENEFIT/ISSUES

N/A

COST/FUNDING SOURCE

N/A

REVIEWED BY

City Manager: _____

City Attorney: _____

ATTACHMENTS

- ◆ Application from Mark Hobson
- ◆ Application from Shiloh Hoggard
- ◆ Resolution Number 2607
- ◆ Resolution Number 2608

RESOLUTION NUMBER 2607

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING MARK HOBSON A MEMBER OF THE INDUSTRIAL DEVELOPMENT AUTHORITY BOARD FOR THE CITY OF COTTONWOOD AND ESTABLISHING HIS TERM OF OFFICE.

WHEREAS, in accordance with Resolution Number 902 the Town Council approved the incorporation of an Industrial Development Authority for the Town of Cottonwood and appointed an Industrial Development Authority Board; and

WHEREAS, the term of Mark Hobson as an Industrial Development Authority board member has expired.

WHEREAS, Mr. Hobson has expressed his interest and willingness to continue to serve as a member of the Industrial Development Authority.

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

THAT, Mark Hobson is hereby appointed a member of the Industrial Development Authority Board for the City of Cottonwood for a six year term expiring September 6, 2017.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 20TH DAY OF SEPTEMBER 2011.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

RESOLUTION NUMBER 2608

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING SHILOH HOGGARD A MEMBER OF THE INDUSTRIAL DEVELOPMENT AUTHORITY BOARD FOR THE CITY OF COTTONWOOD AND ESTABLISHING HIS TERM OF OFFICE.

WHEREAS, in accordance with Resolution Number 902 the Town Council approved the incorporation of an Industrial Development Authority for the Town of Cottonwood and appointed an Industrial Development Authority Board; and

WHEREAS, the term of Shiloh Hoggard as an Industrial Development Authority board member has expired.

WHEREAS, Mr. Hoggard has expressed his interest and willingness to continue to serve as a member of the Industrial Development Authority.

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

THAT, Shiloh Hoggard is hereby appointed a member of the Industrial Development Authority Board for the City of Cottonwood for a four-year term expiring September 17, 2015.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 20TH DAY OF SEPTEMBER 2011.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk



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 IDA
(BOARD/COMMISSION/COMMITTEE)

NAME Hobson Mark H.
(Last) (First) (Middle)

MAILING ADDRESS 1730 Sawmill Road Cottonwood AZ 86326
(Route or Box) (City) (State) (Zip)

STREET ADDRESS 1730 Sawmill Road Cottonwood AZ 86326
(Number & Street) (City) (State) (Zip)

HOME PHONE 928-634-7319 WORK/MESSAGE PHONE —

EMAIL ADDRESS: mhobson@cableone.net

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. Current
Member of Industrial
Development Authority Cottonwood, AZ • Member of the
American Legion • Current member of the MPC,
Cottonwood, AZ •

Education 2 years College and multiple, individual College
Courses •

Work Experience Manufacturing Engineer; Self employed
entrepreneur •

Application for (Board/Commission/Committee)

Page 2

Please describe your qualifications for serving on Board/Commission/Committee: Been on MPC
for 15+ years. Been active on several Boards
and Commissions for Cottonwood. Resident of
Cottonwood for 33+ years

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

President Chamber of Commerce
Please see items listed in "qualifications"
member (Past) of CEDC

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

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

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

Yes. 33+ years

Signature  Date 8-17-2011

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.



08-25-11 A11:12

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 Industrial Development Authority
(BOARD/COMMISSION/COMMITTEE)

NAME Hoggard Shiloh Keith
(Last) (First) (Middle)

MAILING ADDRESS 1106 S. 5th St. Cottonwood AZ 86326
(Route or Box) (City) (State) (Zip)

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

HOME PHONE (928) 649-2250 WORK/MESSAGE PHONE 649-3400

EMAIL ADDRESS: shiloh@hoggard-law.com

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. _____
State Bar of Arizona, Navajo Nation Bar Assoc., Verde Valley
Bar Assoc.

Education B.A., History, Brigham Young University; J.D., Univ. of
Arizona, James E. Rogers College of Law

Work Experience Member, Law Office of Shiloh K. Hoggard, P.L.L.C.,
2010-Present; Associate Attorney, Ledbetter Law Firm, P.L.C.,
2005-2010; Deputy County Attorney; Maricopa County Attorney's
Office, 2004-2005

(Please continue on reverse side)

Application for (Board/Commission/Committee)
Page 2

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

I have served on the Industrial Development Authority since 2007.

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

Member, Industrial Development Authority, 2007-2011;

Member, Judicial Review and Appointments Advisory Board, 2009-

Present

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

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

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

Yes, six years

Signature _____



Date _____

8-24-11

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, Arizona
City Council Agenda Communication



Meeting Date: September 20, 2011
Subject: Ordinance 579: Keeping of Chickens in City Limits
Department: Community Development
From: George Gehlert, Director

REQUESTED ACTION

First reading of Ordinance 579 which amends the Cottonwood Zoning Ordinance to allow keeping chickens within the City limits.

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

N/A – first reading of Ordinance.

BACKGROUND

The keeping of fowl and other animals is addressed by the Cottonwood Zoning Ordinance, Section 404.O (General Provisions / Animals and Pets). The raising of poultry is currently allowed in the GA (General Agricultural) and AR (Agricultural/Residential) zones. The practice is not currently permitted in any other zones. The City's Municipal Code does not address the issue of chickens.

Chickens are permitted in other nearby jurisdictions:

- Yavapai County allows eight (8) poultry per acre, or fraction thereof.
- Camp Verde permits the keeping of chickens subject to their nuisance code.
- Clarkdale permits 1 chicken per 1,000 sq.ft. of lot area (10,000 sq.ft. lot minimum).

Attached is Section 404.O from the zoning ordinance, detailing the proposed revisions to the General Provisions section of the zoning ordinance. Ordinance 579 would also amend Sub-section B (allowed uses) of Sections 413 and 414 (R-1 and R-2, single family and multiple family residential zones), to add the following as a permitted use:

“The keeping of fowl, subject to the standards set out under Section 404.O.”

The Council considered these amendments during a work session held on September 13, 2011, and directed staff to return with an ordinance to add the changes to the Zoning Ordinance.

JUSTIFICATION/BENEFITS/ISSUES

Will allow for the domestic production of chickens and eggs as a food source. Could also result in nuisance related impacts (and complaints) due to odor and waste by-products, particularly in residential zones where small lots are prevalent.

COST/FUNDING SOURCE

N/A

REVIEWED BY:

City Manager: _____

City Attorney: _____

ATTACHMENTS

- Section 404.O: Animals and Pets
- Ordinance 579

PROPOSED AMENDMENT TO SECTION 404.O: ANIMALS AND PETS

O. ANIMALS AND PETS.

1. Household Pets: Except as otherwise permitted in this Ordinance, the keeping of animals in connection with each dwelling shall not exceed a total of three (3) pets, such as dogs, cats and similar household pets, exclusive of birds, fish and other pets which at all times are kept within a fully enclosed building or accessory building and which do not create odor or sound which is detectable on an adjoining lot.
 - a. *Exception for Chickens: The regular (non-commercial) keeping and raising of chickens is permitted, as allowed by specific use districts, subject to the following performance standards:*
 - 1) *Conformance to all applicable Yavapai County Health standards.*
 - 2) *Keeping shall also be subject to the same standards as for Show Animals (below) pertaining to caging, cleaning, and for storage of feed and equipment.*
 - 3) *Number of chickens is limited to six (6) per household.*
 - 4) *Roosters are prohibited.*
 - 5) *Outdoor slaughtering is prohibited.*
 - 6) *Containment areas shall be located a minimum of 15 feet from property boundaries.*
 - 7) *Issuance of an annual permit by the Community Development Department.*
2. Show Animals: The keeping of animals as show projects, not to exceed one lamb, or three adult ~~poultry~~, rabbits or other small animals per project or premises, shall be an allowable use only by family members residing on the premises. Annually a completed form, prescribed by the Planning and Zoning Department, with name and physical address of each applicant and type, duration and number of animals of each project shall be submitted to the Planning and Zoning Department by said resident. Goat, swine, beef, adult sheep and horse projects shall be limited to Agricultural zones. Lamb, ~~poultry~~, rabbits and other small animal projects shall be allowed in residential zones by permit only. The projects in zones other than Agricultural shall be of a limited duration not exceeding six (6) months in one (1) calendar year, allowing for the care, feeding and grooming of such animals to be shown and/or sold annually at events such as the Verde Valley, Yavapai County and/or Arizona State Fair. In the instance that a prize winning animal is to be entered into competition more than one time, an extension of the permit may be applied for and after evaluation by the Planning and Zoning Department conditionally extended. Pens, stables, cages and other shelters for such animal projects shall not be located closer than twenty five (25) feet to any property line. All structures shall be kept in a neat and sightly manner and shall be controlled daily from refuse, manure, flies and other nuisances at all times. Storage of feed equipment and other material related to such animals shall be entirely within an enclosed building. Carports or garages attached to a residence shall not be used to contain such animal projects.
3. Nuisance: Where the keeping of such animals becomes a nuisance, the Planning and Zoning Inspector shall have the authority to require a reduction in the number of and/or removal of the animals. Normally the Inspector will allow a ten (10) day grace

period for compliance to the Ordinance. In exceptional cases the Inspector shall require immediate removal of the animals in question.

4. The provisions of the Ordinance are not intended to authorize the keeping of animals, regardless of number, size or type, in a manner which constitutes a nuisance and which impairs the enjoyment or use of nearby properties or violates other legal restrictions the properties are subject to.

PROPOSED AMENDMENT TO SECTION 413.B: R-1 ZONE (PERMITTED USES):

Add the following as a permitted use:

8. The keeping of fowl, subject to the standards set out under Section 404.O.”

PROPOSED AMENDMENT TO SECTION 414.B: R-2 ZONE (PERMITTED USES):

Add the following as a permitted use:

11. The keeping of fowl, subject to the standards set out under Section 404.O.”

ORDINANCE NUMBER 579

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, AMENDING SECTION 404.O: ANIMALS AND PETS OF THE CITY OF COTTONWOOD ZONING ORDINANCE BY ADDING A NEW SUB-SECTION a. TO SECTION O. 1. HOUSEHOLD PETS; AMENDING SUB-SECTION 2. SHOW ANIMALS, OF SECTION 404. O. ANIMALS AND PETS; ADDING A NEW SUB-SECTION 8., TO SECTION 413.B: R-1 ZONE (PERMITTED USES); AND ADDING A NEW SUB-SECTION 11. TO SECTION 414. B: R-2 ZONE (PERMITTED USES).

WHEREAS, the City Council has determined that the following changes to the City's Zoning Ordinance are appropriate and desirable.

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

Section 1. That Section 404. O. ANIMALS AND PETS, of the Cottonwood Zoning Ordinance is hereby amended by adding new sub-section a. to Section O. 1. Household Pets, as follows:

- a. Exception for Chickens: The regular (non-commercial) keeping and raising of chickens is permitted, as allowed by specific use districts, subject to the following performance standards:
 - 1) Conformance to all applicable Yavapai County Health standards.
 - 2) Keeping shall also be subject to the same standards as for Show Animals (below) pertaining to caging, cleaning, and for storage of feed and equipment.
 - 3) Number of chickens is limited to six (6) per household.
 - 4) Roosters are prohibited.
 - 5) Outdoor slaughtering is prohibited.
 - 6) Containment areas shall be located a minimum of 15 feet from property boundaries.
 - 7) Issuance of an annual permit by the Community Development Department.

Section 2. That SECTION 404. O. ANIMALS AND PETS, sub-section 2. Show Animals, is hereby amended by removing the word "poultry" from said section.

ORDINANCE NUMBER 579

Page 2

Section 3. That a new sub-section 8. be added to SECTION 413.B: R-1 ZONE (PERMITTED USES) of the Zoning Ordinance as follows:

8. The keeping of fowl, subject to the standards set out under Section 404. O.

Section 4. That a new sub-section 11. be added to SECTION 414. B: R-2 ZONE (PERMITTED USES) as follows:

11. The keeping of fowl, subject to the standards set out under Section 404. O.

Section 5. That if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be unlawful, invalid or unenforceable by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA, THIS ____ DAY OF _____ 2011.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq., City Attorney

Marianne Jiménez, City Clerk

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: September 20, 2011

Subject: Resolution Number 2609--Appointment of one Citizen to the Municipal Property Corporation

Department: Finance

From: Iris Dobler, Human Resources Manager

REQUESTED ACTION

The current term of one member of the Municipal Property Corporation (MPC) expired September 1, 2011. That member is Frank Leupold. He has applied for reappointment to the MPC; his application is the only one received.

SUGGESTED MOTION

"I move to approve Resolution Number 2609, appointing Frank Leupold to the MPC for a three-year term that expires September 1, 2014."

BACKGROUND

Mr. Leupold has served on the MPC for two terms, and would like to continue working with this organization. He feels he is sensitive to the community's needs, is willing to support diverse ideas for the betterment of Cottonwood, and is willing to do detailed reading and analysis to facilitate his involvement with the MPC.

Frank has been a resident of Cottonwood for ten years. During that time he has served the community in numerous ways, including: Communications Chair for Cottonwood Ranch; member, then Rules Committee Chair for Cottonwood Ranch; co-producer of Celebrating Our Youth during Clarkdale's 50th year anniversary of incorporation; and current co-producer of live and televised "Live at the Elks" at Prescott's Elks Opera House. Frank's work experience includes Director of Neighborhood Senior Services, and Director of Elder Arts for the City of Boston; and independent Director/Producer/Designer for 40+ years.

JUSTIFICATION/BENEFITS/ISSUES

One seat needs to be filled on the MPC.

COST/FUNDING SOURCE

N/A

REVIEWED BY:

City Manager: _____

City Attorney: _____

ATTACHMENT

Resolution Number 2609
Application from Frank Leupold

RESOLUTION NUMBER 2609

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING FRANK LEUPOLD A MEMBER OF THE CITY'S MUNICIPAL PROPERTY CORPORATION.

WHEREAS, pursuant to Resolution Number 1343, the City Council approved Articles of Incorporation for a Municipal Property Corporation and appointed a board of directors; and

WHEREAS, the term of Frank Leupold has expired; and

WHEREAS, Mr. Leupold has expressed his interest and willingness to continue to serve as a member of the Municipal Property Corporation.

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

THAT, Frank Leupold, a resident of the City, is hereby appointed a member of the board of directors of the Municipal Property Corporation for a three-year term ending September 1, 2014.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA THIS 20TH DAY OF SEPTEMBER 2011.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

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 : Municipal Properties Corporation
(BOARD/COMMISSION/COMMITTEE)

NAME: Leupold, Frank W.

(Last) (First) (Middle)

MAILING ADDRESS: PO Box # 2997, Cottonwood, AZ 86326

(Route or Box) (City) (State) (Zip)

STREET ADDRESS: 2025 W. Running Iron Lane, Cottonwood, AZ 86326

(Number & Street) (City) (State) (Zip)

HOME PHONE : (928) 639-3773 **WORK/MESSAGE PHONE** (928) 300 9931

EMAIL ADDRESS: Leupold1@aol.com

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc.: NONE

Education: B.A. Cornell College; M.F.A. University of Texas at Austin; Certificate Boston Management School (Public Sector Management); Certificate Film and Video UCLA Extension

Work Experience: (partial)

Director of Neighborhood Senior Services, City of Boston

Director of Elder Arts, City of Boston

Independent Director/Producer/Designer 40+ years

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

Have served on MPC for two terms

Willing to do detailed reading and analysis; sensitive to community needs, and willing to support diverse ideas for the betterment of Cottonwood, even though all might not be what I personally believe. Fairly distill the views both majority and minority opinions of residents for presentation to the full corporation board in a manner and language that is understandable.

List any community service organizations or projects you have been involved with (include a brief description of activities): *have included only those during my tenure in Cottonwood.*

Former Communications chair for Cottonwood Ranch - kept ranch aware of local government programs;

Former Member then Rules Committee chair for Cottonwood Ranch - guided a rules change regarding parking of RV's to conclusions, which had simnered in limbo for five years, getting a final plan in place (here is where as Chair I disagreed with the committee, but presented the rule as written by the committee as the final report);

2007 co-producer Celebrating our Youth during Clarkdale's 50th year anniversary of Incorporation

Currently co-producer of live and televised "Live at the Elks" at Prescott's Elks Opera House, bringing nationally known talent to the area and giving local performing artists the opportunity to showcase their talents on the same stage with them.

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

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

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

I will have been a resident of Cottonwood (and remain so) for ten (10) years the 28th of September. I have no intention of moving.

Signature *Frank Leopold* (as I am submitting this on-line, and will sign when I return to Cottonwood Monday, 08/22, I swear and affirm all information is true) Date 08/17/2011

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, Arizona
City Council Agenda Communication



Meeting Date: September 20, 2011

Subject: Resolution Number 2610--Reappointment of Paul Daniel Julien as an Associate Magistrate

Department: Municipal Court

From: Hon. A. Douglas LaSota, Presiding Magistrate

REQUESTED ACTION: Reappoint Mr. Paul Daniel Julien to a two-year term as an Associate Magistrate.

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

"I move to approve Resolution Number 2610, appointing Mr. Paul Daniel Julien to a two-year term as a Judge Pro Tem for the Municipal Court, effective September 20, 2011 and ending September 20, 2013, and that he continue to be reimbursed his mileage when he serves in the Municipal Court."

BACKGROUND

Judge Julien was previously appointed to a two-year term which ended this month. There may be the occasional need for an Associate Magistrate other than Janie Randall when the Presiding Judge is attending Continuing Judicial Education, is ill or on vacation. Mr. Julien is a Judicial Education Officer for the Arizona Supreme Court Judicial College of Arizona. He serves as a Judge Pro Tem throughout the state. He presides over Judicial Training at New Judge Orientation, the Small Claims Hearing Officer Training and the Civil Traffic Hearing Officer Training for the State of Arizona. Mr. Julien is also a mentor for new Judges and also works on a hotline for Judges to ask law-related questions. Mr. Julien serves our Court without pay (mileage only) and has served occasionally.

JUSTIFICATION/BENEFITS/ISSUES

The Municipal Court needs to have sufficient coverage for the Court in the event the Presiding Magistrate and Janie Randall (the Court Administrator who also serves as an Associate Magistrate) are not available for any reason. Mr. Julien has family in the Verde Valley and would like to continue to serve in the Municipal Court on occasion. The Judicial College

would pay him his normal salary on days he serves here, with no requirement of hourly fees from the Municipal Court. Mr. Julien would only receive mileage reimbursement to/from Phoenix. This would result in substantial savings from the normal \$50 per hour fee that is paid to the other Associate Magistrates (Judge Ray and Judge Hamm). Mr. Julien could also assist in making sure the Municipal Court continues to perform the proper procedures as required by the Arizona Supreme Court and the AOC (Arizona Office of the Courts). It also gives the Municipal Court greater flexibility for Judicial coverage, and allows the Court to have this prestigious Associate Magistrate as part of the Court Team.

COST/FUNDING SOURCE

Mr. Julien's salary would be paid for by the Judicial College of Arizona. He would be paid mileage only to/from Phoenix. The funds would come from the Court budget for Associate Magistrates, which already has an allotment for Associate Magistrate costs.

REVIEWED BY:

City Manager: _____

City Attorney: _____

ATTACHMENTS

Resolution Number 2610

Resume of Paul Daniel Julien

Paul Daniel Julien

Arizona Supreme Court
1501 West Washington
Phoenix, Arizona 85007
(602) 452-3021
pjulien@courts.az.gov

SUMMARY

Effective goal-oriented leader with 35 years combined experience as a judge, executive, attorney, faculty member and community representative, in Arizona and across the nation. Leadership experience reflects high level of performance and accomplishment of objectives, and demonstrated skill in problem solving, long-term planning, and coalition building. Record of success achieved through determination, planning, communication, effective operation under pressure, and use of good judgment in professional and personal endeavors.

PROFESSIONAL EXPERIENCE

Judicial Education Officer, Arizona Supreme Court

2003 - present

Train Arizona state court judges. Serve as faculty for key sessions of New Judge Orientation and other Judicial College of Arizona educational programs. Preside over Judicial Training Academy, Small Claims Hearing Officer Training and Civil Traffic Hearing Officer Training. Mentor new judges and oversee a pool of mentors who assist judges around the state with one-on-one, hands-on assistance. Answer *Res Nova* Hotline -- a resource for judges to ask law-related questions. Serve as a Judge *Pro Tempore* in city and county courts in civil and criminal matters throughout the state of Arizona.

LEGAL SERVICES CORPORATION, Washington, DC

2003

As a consultant, conduct on-site reviews of federally funded non-profit LSC grantees to assess compliance with Federal law and regulations; write reports documenting violations and suggesting corrective action.

SOUTHERN ARIZONA LEGAL AID, INC., Tucson, Arizona

Chief Executive Officer

1994-2003

Managed all aspects of an LSC-funded legal services program; merged 4 separate LSC-funded legal services programs into a single entity with 10 offices spread across 1 urban and 8 large rural counties, 13 independent Tribal Nations, and the Mexican border; supervised 80 employees (40 attorneys) who, along with 850 volunteer attorneys, served 25,000 poor people each year; increased program revenue by developing multiple new and diverse sources of private and government funding; established efficient intake and compliance systems that met or exceeded federal grant requirements, integrated diverse client delivery systems into program-wide system which improved overall client access and service delivery; implemented staff training and other program and client service improvement through continuous visits to 10 office sites. During tenure as CEO, program received 4 LSC visits: Technical Assistance Review, Office of Compliance and Enforcement Case Service Report/Case Management Review, Office of Program Performance assessment, and OIG review of client trust accounts. All reviews received federal grantor acknowledgment and approval of improvements made under my leadership.

PAUL D. JULIEN, P.C., Tucson, Arizona 1990-1994

As President and Attorney of the law firm, argued cases in all levels of state courts, U.S. District Court of Arizona and Ninth Circuit Court of Appeals with emphasis in employment and election law; incorporated and represented small businesses.

MOLLOY, JONES & DONAHUE, P.C., Tucson, Arizona 1986-1990

Litigated in state courts and bankruptcy courts; drafted commercial documents.

NORTHERN ARIZONA UNIVERSITY, Flagstaff, Arizona 1980-1984, 1989-1990

In College of Education and Department of Speech Communication, taught graduate and undergraduate students with emphasis on communication in the classroom; developed outreach program for Native American students.

FLAGSTAFF PUBLIC SCHOOLS, Flagstaff, Arizona 1973-1980

Taught K-9 students; developed program for gifted children with emphasis on Native American children.

GOVERNANCE – PROFESSIONAL AND COMMUNITY LEADERSHIP

STATE BAR OF ARIZONA

Chairman, Professionalism Committee	2002-Present
Member, Legal Services Committee	1994-Present
Member, Landlord/Tenant Task Force Task Force	2006-2007
Member, Professionalism Task Force	2003-2005
Member, Arizona Access to Justice Task Force	2002-2006

PIMA COUNTY BAR ASSOCIATION

Member, Board of Directors	1998-2004
President, Board of Directors	2002-2003

AMERICAN DIABETES ASSOCIATION

National Legal Advocacy Committee	2000-2005
Chairman (2002-2004), Coordinate a team of more than 250 volunteer attorneys to fight discrimination in schools, workplace, and prisons; coordinate litigation in courts across the country including amicus curiae briefs to the U.S. Supreme Court. cases include <i>Kapche v. City of San Antonio</i> 5 th Circuit Court of Appeals which eliminated a blanket ban on hiring law enforcement officers with diabetes and <i>Rosen v. Philadelphia</i> , a consent agreement which forced Philadelphia to improve treatment of persons with diabetes in jails.	
Chairman, Volunteer and Community Development Committee	1998-2000
National Board of Directors	1996-1999
Member and Chairman, National Audit Committee	1997-2000
National Future Directions Strategic Planning Committee	1997-1999
Past Chair Mountain States Region, Arizona Affiliate, and Tucson Chapter	1985-2000

GOVERNOR'S COMMISSION TO STOP VIOLENCE AGAINST WOMEN 1995-2003

Co-Chair (2000-2003); Implemented statewide database of law enforcement statistics; chaired legislative committee; appointed by two Arizona Governors, Symington and Hull.

GRAND CANYON ASSOCIATION 1994-2000

Chairman- Board of Directors (1999-2000); Presided over not-for-profit organization affiliated with the Grand Canyon National Park; significantly increased Association Revenues; developed strategic, long-range plan; attended Harvard Business School Not-For-Profit Management Program for two consecutive years.

BOY SCOUTS OF AMERICA 1973-2000

Board Member, Boy Scouts of America, Grand Canyon and Catalina Council
Chair Strategic Planning 1998-1999
Executive Board Member 1984-2000
Scoutmaster (youngest scoutmaster in America at 19 years old) 1973-1980

CATALINA FOOTHILLS SCHOOL DISTRICT BOARD OF EDUCATION 1985-1988

MARSHALL FOUNDATION BOARD OF DIRECTORS 1985-1986

Distributed thousands of dollars to women's scholarships, University of Arizona programs, and social service organizations in Tucson.

ARIZONA BOARD OF REGENTS 1984-1985

Regent, Appointed by Governor Bruce Babbitt to govern three universities in Arizona with more than \$1 billion annual expenditures.

OTHER PART-TIME WORK AND MILITARY EXPERIENCE

Pima Community College, Faculty: taught prospective paralegals 1990
Coconino County Attorney, Law Clerk, criminal and civil divisions 1984
University of Arizona, College of Law Library, Library Assistant 1984
Partner of small beekeeping business 1980-2000
Consultant, Conducted in-service teacher training in Arizona and New Mexico 1980-1984
Presenter, Presented to teachers at educational conferences in Arizona and national conference in Oregon 1976-1973
Quality Control Technician in limestone quarries in Kentucky 1979
United States Forest Service, Youth Conservation Corps, Program Director 1978
Self-employed firewood and pulpwood cutting 1976-1978
United States Naval Reserve, Seaman Apprentice, honorable discharge 1971-1972

OTHER VOLUNTARY COMMUNITY AND PROFESSIONAL SERVICE

Republican Precinct Committeeman, active in local and state politics 1976-2003
Member, Arizona Bar Foundation, Arizona Community Legal Assistance Committee;
Provided free legal assistance for not-for-profit corporations 1986-2001
Coordinator, Volunteer Lawyer Advice-Only Clinic 1990-1994

Coordinator, Pima County Law-Related Education Projects	1990-1993
Arizona Coordinator, National Student Mock Election	1990-1992
Member, Tucson City Magistrate Merit Selection Commission	1989-1992
Member, Arizona Academy: Town Hall Participant	1985, 1989, 1995, 2000, 2002

HONORS AND RECOGNITION

Arizona Administrative Office of the Courts – “CAN DO” Award
 Arizona Supreme Court – Administration of Justice Award
 Outstanding Service Award, Sunnyside School District
 Father of the Year, Broadway Southwest
 Law-Related Education Award, State Bar of Arizona
 Outstanding Service Award, Pima County Bar Association
 Outstanding Young Lawyer, State Bar of Arizona
 Centennial Award of Merit, Arizona State University
 Distinguished Citizen Award, University of Arizona
 Outstanding Oral Advocate, 1st Year Moot Court Competition, O'Connor, Cavanagh, Award
 Phi Kappa Phi
 District Award of Merit: Adult Leadership in Boy Scouts of America
 Youngest Graduate of University of Utah (age 19)
 Naval Reserve Officer Training Corp Scholarship

PROFESSIONAL MEMBERSHIPS

State Bar of Arizona
 American Bar Association
 Pima County Bar Association
 Admitted and Qualified to practice law in the United States Court of Appeals for the Ninth Circuit, United States District Court, Arizona Supreme Court and all other Courts of Arizona
 Phi Delta Kappa

PUBLICATIONS

1981 Doctoral Dissertation: ***Behavioral Characteristics as Correlated with Intellectual Ability and Creativity of Navajo Students;***
 1989 and 1992: Editor: ***Arizona Supplement to STREET LAW: A COURSE IN PRACTICAL LAW***, two editions;
 2003-present: Editor for sections of Arizona Supreme Court publications – ***Limited Jurisdiction Reference Manual*** and ***Benchbook;***

EDUCATION

Juris Doctor, University of Arizona	1986
Doctor of Education: Northern Arizona University, Curriculum, Instruction, and Administration	1981
Master of Arts: Northern Arizona University, Early Childhood Education	1974
Bachelor of Science: University of Utah, Major: Elementary Education; Composite Minor: Math, Physics and Chemistry.	1973

RESOLUTION NUMBER 2610

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING PAUL DANIEL JULIEN AS A PRO TEMPORE CITY MAGISTRATE AND ESTABLISHING HIS TERM OF OFFICE.

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

THAT, in accordance with Section 2.36.010 of the Municipal Code of the City of Cottonwood, Arizona, Paul Daniel Julien is hereby appointed as Pro Tempore City Magistrate for a two-year term beginning September 20, 2011, and ending September 20, 2013.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 20TH DAY OF SEPTEMBER 2011.

Diane Joens, Mayor

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steven B. Horton, City Attorney

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: September 20, 2011

**Subject: Governor's Office of Highway Safety Grant (GOHS) Contract 2012-EM-003
Acceptance for Extrication Equipment**

Department: Fire

From: Mike Casson, Fire Chief

REQUESTED ACTION

Authorize the Fire Department to accept the Governor's Office of Highway Safety (GOHS) fiscal year 2012 Grant for rescue extrication equipment (Contract 2012-EM-003).

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

"I move to approve the Governor's Office of Highway Safety fiscal year 2012 Grant, Contract 2012-EM-003, in the amount of \$11, 981 and authorize the Fire Chief and City Manager to sign said contract."

BACKGROUND

Council authorized the application for the GOHS grant on March 15th. The Fire Department requested the grant to replace aged rescue air bags on our engines and to acquire a set of stabilization struts (to stabilize rolled over vehicles).

JUSTIFICATION/BENEFITS/ISSUE

The City of Cottonwood Fire Department serves a population of more than 11,000 people. As Cottonwood is the commercial retail center for the entire Verde Valley, our population swells to nearly double on a daily basis. We are also becoming a destination wine tasting tourist center nestled in the valley between Jerome and Sedona/Oak Creek. The junction of State Highways 89A and 260 generates a great volume of traffic in the community. With the Phoenix Cement Plant nearby and construction activity throughout the area, we also have hundreds of large vehicles passing through the community daily. We respond to 150 to 200 rescue/vehicle accidents each year, as well as responding to assisting our neighboring communities on rescue/vehicle accidents throughout the upper Verde Valley. Dealing with

this volume of activity and having added a second staffed engine company in 2009, the need for additional extrication equipment is critical.

COST/FUNDING SOURCE

This is a full match grant that will reimburse the cost of the rescue equipment. Funding to make the purchase will come from the FY 2012 approved Fire Department capital budget.

REVIEWED BY:

City Manager: _____

City Attorney: _____

ATTACHMENTS

Governor's Office of Highway Safety Contract 2012-EM-003

Governor's Office of Highway Safety Letter, dated 8-19-11

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual, and the Schedules A, B, and C, attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

PART I. **CFDA: 20.600**

1. APPLICANT AGENCY: Cottonwood Fire Department	GOHS CONTRACT NUMBER: 2012-EM-003
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ADDRESS: 191 South 6 th Street, Cottonwood, Arizona 86326	PROGRAM AREA: EM TASK: 1
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2. GOVERNMENTAL UNIT City of Cottonwood	AGENCY CONTACT: Greg Gaiser
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ADDRESS: 827 North Main Street, Cottonwood, Arizona 86326	3. PROJECT TITLE: Extrication Equipment
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4. GUIDELINES: 402 – Emergency Medical Services (EM)	
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5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal (402) funds will support the purchase of Capital Outlay (Extrication Equipment – stabilizing jacks, and lifting air bags) to enhance vehicle extrication throughout the City of Cottonwood and surrounding areas.

6. BUDGET COST CATEGORY	Project Period FY 2012
I. Personnel Services	\$ 0.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Other Expenses	\$0.00
VIII. Capital Outlay	\$11,981.00
TOTAL ESTIMATED COSTS	\$11,981.00

PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 09-30-2012
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CURRENT GRANT PERIOD	FROM: 10-01-2010	TO: 09-30-2012
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TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$11,981.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Cottonwood Fire Department Agency Background:**

The City of Cottonwood Fire Department is a two engine company department that serves a community of 13,000 people. In addition to Cottonwood's 13,000 citizens, Cottonwood is the commercial retail center for the entire Verde Valley and is the only city with the Wal-Mart Discount Store between Jerome, Sedona, Clarkdale, and Camp Verde; therefore, Cottonwood's population far exceeds 13,000 people on a daily basis

Cottonwood is a 10.7 square mile city that is right in the middle of the two popular tourist towns Jerome and Sedona, and many of the tourists passing through use State Route 89A and State Route 260. Cottonwood also neighbors the Town of Clarkdale which is the home of Phoenix Cement Plant; a division of Salt River Materials Group. An average of 60-70 tractor trailers depart daily from and return to Phoenix Cement passing through the City of Cottonwood thus, increasing traffic safety issues.

Cottonwood Fire Department Problem:

Currently, the Cottonwood Fire Department has lifting air bags on two fire engines. However, the lifting air bags are 14 years old; exceeding the manufacturer suggested replacement time of 10 years. Due to the excessive age of these lifting air bags, they could possibly cause catastrophic failure and severely injure personnel and cause delays in the extrication of a critical patient trapped under a vehicle.

Cottonwood Fire Department also has a support truck that is currently in need of a set of stabilization struts. Due to the heavy amount of commercial and residential traffic that Cottonwood gets on a daily basis, there is an increased possibility for tragic car accidents to occur and increasing the need for extrication. Should a vehicle collision result in an overturned vehicle, the Cottonwood Fire Department is forced to rely on Verde Valley Fire District to utilize their stabilization struts thereby, increasing extrication times as well as creating a safety hazard for Cottonwood Fire Department's to safely work around vehicles on their sides. Furthermore, the extrication equipment will also benefit Cottonwood Fire Department in assisting Clarkdale Fire District and Jerome Volunteer Fire Department as Cottonwood Fire Department is dispatched on all of their bigger incidents.

Cottonwood Fire Department Attempts to Solve Problem:

Due to limited resources, Cottonwood Fire Department has been actively utilizing the aging lifting air bags for emergency medical services. Although Cottonwood Fire Department does a thorough in-depth check of them on a weekly basis by setting up the air bag system, filling them with air, and inspecting for any damage, it is still difficult to determine the structural integrity inside them. They are made of an aramid reinforced polymer (rubber, which is eventually wears out).

The stabilization struts currently being utilized by the Cottonwood Fire Department are a homemade pair that one of the Fire Captains took upon himself to weld up a pair of stabilization jacks. Although these jacks are useful for services on some smaller vehicles, these jacks may not have the necessary strength to stabilize larger tractor trailers full of cement.

Cottonwood Fire Department Funding:

Federal (402) funds will support the purchase of, Capital Outlay 1 (1) Paratech Highway Stabilization Kit-Set of four (4) stabilization struts with accessories, and Holmatro Lifting Air Bags-three (3) sets of two (2) airbags.

How Cottonwood Fire Department Will Solve Problem With Funding:

The Cottonwood Fire Department's objective for the purchase of this new extrication equipment is to enhance and increase safety of emergency medical crews and patients during emergency services on motor vehicle accidents. The Cottonwood Fire Department will also perform daily training exercises with the extrication equipment to insure that the equipment is being used properly, and the necessary preparations are in place when incidents arise as well as additional training directly from the equipment vendor.

The Cottonwood Fire Department is also collaborating with neighboring agencies for the "Every 15 Minute Program". Every year, this program does a mock motor vehicle accident for the local High School Students using real cars, emergency apparatus, and emergency personnel, and the new stabilization struts will be utilized in this presentation to demonstrate to the community the Cottonwood Fire Department is on the cutting edge of keeping them safe.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2010)	TWO YEARS AGO (2009)	THREE YEARS AGO (2008)
TRAFFIC CALLS FOR SERVICE	151	163	146
INJURIES	47	48	40
FATALITIES	1	0	1
CRASH TO HOSPITAL ARRIVAL TIMES	26	27	34

GOALS/OBJECTIVES:

Federal (402) funds will support the purchase of, Capital Outlay One (1) Paratech Highway Stabilization Kit - Set of four (4) stabilization struts with accessories, and Holmatro Lifting Air Bags - three (3) sets of two (2) airbags to enhance extrication services throughout the City of Cottonwood on behalf of the Cottonwood Fire Department. The following goals and objectives shall be accomplished as a result of this funding:

- To decrease response time (time of notification to hospital treatment or transport) in the City of Cottonwood service area by December 31, 2012.

- To decrease the average response time for the arrival of appropriate equipment at the collision site in the City of Cottonwood service area by December 31, 2012.
- To improve the EMS delivery system in the City of Cottonwood communities through the replacement of out-dated and unreliable emergency/rescue equipment by September 30, 2012.
- To develop an operational plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

METHOD OF PROCEDURE:

The Cottonwood Fire Department will implement the following strategies to meet the outlined goals and objectives:

- To request bids and purchase equipment by September 2012.
- Train personnel on all of the equipment uses and place in service by September 2012.
- Provide public information and education through the programs the “Every 15 Minute Program”, and the “Fire Ops” program to provide extrication and fire demonstration safety procedures.

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor’s Office of Highway Safety.

EQUIPMENT:

[One (1) Paratech Highway Stabilization Kit - Set of four (4) stabilization struts with accessories, and Holmatro Lifting Air Bags - three (3) sets of two (2) airbags]

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director and/or Deputy Director of the Governor’s Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Cottonwood Fire Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Cottonwood Fire Department further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be

determined by GOHS or to transfer or otherwise dispose of such equipment as directed by GOHS.

No equipment shall be conveyed, sold, salvaged, transferred, etc., without the express written approval of GOHS.

The Cottonwood Fire Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract.

The Cottonwood Fire Department shall incorporate any equipment purchased under this Contract into its inventory records.

The Cottonwood Fire Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Cottonwood Fire Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the [(1) Paratech Highway Stabilization Kit - Set of four (4) stabilization struts with accessories, and Holmatro Lifting Air Bags - three (3) sets of two (2) airbags].

Decals:

The Governor's Office of Highway Safety shall provide the Cottonwood Fire Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If this requirement cannot be met, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period. Failure to comply may result in cancellation of the contract.

Original Purpose of Equipment:

Pursuant to 23 CFR § 1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the NHTSA Regional Administrator, and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The NHTSA Regional Administrator may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR § 18.32.c.1 states that Equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Cottonwood Fire Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:**Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

Major Equipment:

The definition of "major" equipment is tangible, non-expendable property having a useful life of more than one (1) year and an acquisition cost of \$5,000.00 or more per unit.

The Cottonwood Fire Department shall e-mail their assigned GOHS project coordinator, a high quality color photograph of the [(1) Paratech Highway Stabilization Kit - Set of four (4) stabilization struts with accessories, and Holmatro Lifting Air Bags - three (3) sets of two (2) airbags]. The Cottonwood Fire Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual and Schedule C, Section X. Additionally, the Cottonwood Fire Department shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Cottonwood Fire Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- Description of projects/activities conducted to achieve goals and objectives supported by the funding.
- Progress towards the completion of the project meeting the goals and objectives of the funded project. Examples additionally include public information, educational activities, electronic and printed media activities (include newspaper clippings)
- Report of status of procurement process as well as the current and federal fiscal year-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)
- Photograph of capital outlay equipment [(1) Paratech Highway Stabilization Kit - Set of four (4) stabilization struts with accessories, and Holmatro Lifting Air Bags - three (3) sets of two (2) airbags].
 - Capital Outlay Equipment Form

- Quarterly Enforcement Form
- Appropriate signatures

Report Schedule

Reporting Period	Due Date
Quarterly Report (October 1 to December 31)	January 15
Quarterly Report (January 1 to March 31)	April 15
Quarterly Report (April 1 to June 30)	July 15
Quarterly Report (July 1 to September 30)	October 31
Final Statement of Accomplishment	October 31

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. **Note:** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the contract end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following:

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?
- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project?
- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Mike Casson, Fire Chief, Cottonwood Fire Department, shall serve as Project Director.

Greg Gaiser, Firefighter, Cottonwood Fire Department shall serve as Project Administrator.

Michelle Jimenez, Occupant Protection Coordinator, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project under Schedule C, IIB.

The 10 percent retention, Schedule C, IIA, is waived.

PROJECT MONITORING:

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Total Awarded Amount	Type of Monitoring
Under \$15,000,00	Desk Review/Phone Conference
\$15,000-\$50,000	In-House GOHS Review
\$50,000+	On-Site
Capital Outlay \$5,000+ (Single Item)	On-Site
Desk Review	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence.
Phone Conference	A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact must be present during the phone conference.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Completed at GOHS in a meeting setting with affected personnel. Monitoring form written on-site and reviewed later with agency by Project Coordinator before providing a copy to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information Conducted at agency with monitoring form completed on-site by Project Coordinator. GOHS will provide findings to agency via letter and a copy of monitoring form to the grantee.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Other Expenses	\$0.00
VIII.	Capital Outlay:	
	➤ Paratech Highway Stabilization Kit Set of four (4) Stabilization struts with accessories:	\$5,684.00
	➤ Holmatro Lifting Air Bags – Three (3) sets of two (2) airbags:	\$6,297.00
	TOTAL ESTIMATED COSTS	*\$11,981.00

*Includes all applicable training, tax, freight, and advertising costs. This is the maximum amount to be reimbursed. It is agreed and understood that the Cottonwood Fire Department shall absorb expenditures in excess of **\$11,981.00**.

**Arizona Governor's Office of Highway Safety
 Capital Outlay (Equipment) Record
 Required \$5,000.00+**

Contract Number: 2012-EM-003
 Reporting Agency: Cottonwood Fire Department

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay (Equipment) \$5,000+ must be submitted with form

HIGHWAY SAFETY CONTRACT

SCHEDULE C

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HIGHWAY SAFETY CONTRACT

SCHEDULE C

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SCHEDULE C

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. Ten percent (10%) of the claim amount can be maintained by STATE until satisfactory conclusion of the Contract.

- B. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".
- C. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- D. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 and any checklist attached to Schedule B will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments
The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will

not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will

discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):**

Name: Cheryl Miskiel

Title: Administrative Coordinator

Telephone Number: 928-634-2741 Fax Number: 928-634-8249

E-mail Address: cmiskiel@cottonwoodaz.gov

2. **Agency's Fiscal Contact:**

Name: Kirsten Lennon

Title: Accounting and Budget Manager

Telephone Number: 928-634-0060 Fax Number: 928-634-3727

E-mail Address: klennon@cottonwoodaz.gov

Federal Identification Number: 86-6007877

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of Cottonwood

Warrant/Check to be mailed to:

City of Cottonwood

(Agency)

816 N. Main Street

(Address)

Cottonwood, AZ 86326

(City, State, Zip Code)

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in Schedules A, B, and C and the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Mike Casson, Fire Chief
Cottonwood Fire Department

Signature of Authorized Official of Governmental Unit:

Doug Bartosh, City Manager
City of Cottonwood

Date Telephone

Date Telephone

CLAIMS REPORT OF SEPTEMBER 20, 2011

FUND TOTAL	VENDOR NAME	DESCRIPTION	TOTAL \$0.00
CLAIMS EXCEPTIONS REPORT OF SEPTEMBER 20, 2011			
FUND	VENDOR NAME	DESCRIPTION	TOTAL
All	City of Cottonwood	Payroll 09/16/11	\$402,158.60
Utilities	Del Webb Coventry Homes	AIAC Refund FY 2011	\$44,293.24
Utilities	GRI, Inc.	AIAC Refund FY 2011	\$9,956.65
Utilities	CW Cottonwood Properties	AIAC Refund FY 2011	\$5,412.00
Utilities	CW Elm Street Properties	AIAC Refund FY 2011	\$5,239.58
All	APS	Utilities	\$40,303.70
Gen	Larson Allen	Audit Fy 2011	\$9,700.00
Gen	Rosenbauer	PO 18905 Cassis for New Fire Truck	\$229,882.00
Gen	San Diego Police Supply	PO 18985 Ammunition	\$8,709.25
Hurf	Shephard-Wesnitzer, Inc.	Mingus Ave PO 19006	\$7,722.50
Gen	Sutton Law	Prosecuting atty fees	\$7,000.00
All	United Fuel	Fuel	\$11,293.60
All	APS	Utilities	\$44,729.63
Utilities	Asphalt Paving and Supply, Inc	Mingus Pine shadows pipe PO 18963	\$146,367.41
All	Az Municipal Risk Retention Pool	1st and 2nd Quarter 2012	\$126,427.50
Utilities	Environgen Tech	Arsenic Equipment PO 18881	\$34,674.76
Gen Utilities	Hills Brothers Chemicals	Pool and Water Chemicals	\$6,286.91
Capital	iXP Corporation	Emergency Comm Center	\$10,000.00
Utilities	KP Ventures Drilling	Po 19004 Supplies	\$20,200.02
Gen	Naipta	Lynx passes, 1/12th of annual	\$20,476.66
Hurf	Road Machinery	PO 19007 Engine Replacement Street Sweeper	\$18,239.18
TOTAL			\$1,209,073.19