

AGENDA

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD SEPTEMBER 3, 2013, AT 6:00 PM., AT THE COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER -- THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.
- V. INTRODUCTION OF NEW EMPLOYEE--CHRISTOPHER DEDRICK, HEAD LIFEGUARD.
- VI. PROCLAMATIONS
PROCLAIMING SEPTEMBER 28, 2013, AS VERDE RIVER DAY.
- VII. CALL TO THE PUBLIC--This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02(H).) Comments are limited to a 5 minute time period.
- VIII. APPROVAL OF MINUTES
The Regular Meetings of August 6 and 20, 2013.
Comments regarding items listed on the agenda are limited to a 5 minute time period per speaker.
- IX. UNFINISHED BUSINESS
- X. CONSENT AGENDA--The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.
- XI. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
 1. APPOINTING PAUL DANIEL JULIEN AS A PRO TEMPORE CITY

MAGISTRATE AND ESTABLISHING HIS TERM OF OFFICE.

2. RESOLUTION NUMBER 2715--APPOINTING E. LYNN RIORDAN AS AN ASSOCIATE CITY MAGISTRATE AND ESTABLISHING HER TERM OF OFFICE.
3. RESOLUTION NUMBER 2716--APPROVING AN AGREEMENT WITH THE NORTHERN ARIZONA COUNCIL OF GOVERNMENTS FOR COMMUNITY SERVICE BLOCK GRANT AND SOCIAL SERVICES BLOCK GRANT FUNDS FOR THE COTTONWOOD AREA TRANSIT SYSTEM.
4. REJECTION OF BID RECEIVED FOR TRANSFER STATION HAULING SERVICES.
5. AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR THE INSTALLATION OF AN AUTOMATED WEATHER OBSERVATION SYSTEM AT THE COTTONWOOD AIRPORT, SUBJECT TO REVIEW AND APPROVAL OF THE AGREEMENT BY THE CITY ATTORNEY.
6. UPDATE OF THE THUNDER VALLEY RALLY AND RHYTHM & RIBS EVENTS.
7. ORDINANCE NUMBER 600 - PROPOSING AN AMENDMENT TO SECTION 404.H.8.b OF THE CITY'S ZONING ORDINANCE, GOVERNING THE ALLOWABLE HEIGHT OF WIRELESS COMMUNICATIONS FACILITIES; FIRST READING.

XII. CLAIMS AND ADJUSTMENTS

XIII. ADJOURNMENT

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

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 28, 2013, as

Verde River Day in the City of Cottonwood

Diane Joens, Mayor

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



 Print

Meeting Date:	September 3, 2013
Subject:	Reappointment of Paul Daniel Julien as an Associate Magistrate
Department:	Magistrate
From:	Hon. A. Douglas LaSota, Presiding Magistrate

REQUESTED ACTION

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

SUGGESTED MOTION

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

I move to approve Resolution Number 2714, appointing Paul Daniel Julien to a two-year term as a Judge Pro Tem for the Municipal Court, and that he continue to be reimbursed for mileage when he serves in the Municipal Court.

BACKGROUND

Judge Julien was previously appointed to two consecutive two-year terms which end this September 20. 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 and always does an excellent job for the Court.

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.

ATTACHMENTS:

Name:	Description:	Type:
📎 res2714.doc	Resolution Number 2714	Cover Memo

RESOLUTION NUMBER 2714

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, 2013, and ending September 20, 2015.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 3RD DAY OF SEPTEMBER 2013.

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



 Print

Meeting Date:	September 3, 2013
Subject:	Appointment of E. Lynn Riordan as an Associate Magistrate
Department:	Magistrate
From:	Hon. A. Douglas LaSota, Presiding Magistrate

REQUESTED ACTION

Appoint Ms. E. Lynn Riordan as an Associate Magistrate

SUGGESTED MOTION

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

I move to approve Resolution Number 2715, appointing Ms. E. Lynn Riordan to a two-year term as an Associate Magistrate for the Municipal Court.

BACKGROUND

Ms. Riordan currently serves as a Court Clerk and a Civil Traffic Hearing Officer. She successfully completed the Civil Traffic Hearing Officer training last year, and has adjudicated many traffic and parking cases over the past year after first receiving supervised training by Judge LaSota on the bench. She has done a good job with no complaints by parties or attorneys or witnesses. In April, 2013, she attended and successfully completed the New Judge Orientation session for criminal cases. She will complete the NJO as required in January and February, but is eligible to serve now as long as she completes training within one year of appointment. She previously served as a clerk for the Cottonwood Municipal Court for 3 years before gaining 20+ years experience in Superior Court as a clerk and judicial assistant. Judge Julien has stated that Judge Mackey and Justice Brutinel gave recent glowing evaluations of Ms. Riordan from their work with her in Superior Court. Judge LaSota will still handle most issues, but initially Ms. Riordan will handle initial appearances of people in custody when Judge LaSota and Judge Randall are not available, which will save costs of outside Associate Magistrates.

JUSTIFICATION/BENEFITS/ISSUES

The modern practice in many of the smaller Municipal Courts in Arizona is to have staff members appointed to this position, with no increase in pay. It allows for much greater coverage for the Court at a great cost savings. If the Presiding Magistrate is in the middle of Pre-trial Conferences, arraignments, is presiding over a trial or is not at Court due to illness or

vacation, many defendants will be able to have their matter resolved without the need to come back another day. If anything happens to the Presiding Magistrate on an emergency basis, Ms. Riordan will be right there to take over without having to wait for a replacement Magistrate. Orders of Protection will not have to be turned away if the Presiding Magistrate and Janie Randall are simultaneously out of the Court for any reason. This is great not only for judicial economy, but to provide greater customer service to the City of Cottonwood residents. Her service will avoid the need to pay for a Judge Pro Tem on such occasions. This has resulted in thousands of dollars in savings each fiscal year. She can even preside over weddings if the court receives last minute requests and the Judge is not available. Judge LaSota will still handle most issues, but initially Ms. Riordan will handle initial appearances of people in custody when Judge LaSota and Judge Randall are not available, which will save costs of outside Associate Magistrates. She will only be allowed to handle issues that Judge LaSota and Judge Randall feel she is ready to handle.

COST/FUNDING SOURCE

There will be no cost to the City of Cottonwood. Ms. Riordan would receive no increase in salary from her current salary. This would continue to save the City of Cottonwood significant sums of money, as there are no Associate Magistrate (Judge Pro Tem) costs on the occasions an internal Associate Magistrate presides over criminal and city code violations, as well as civil traffic hearings. The Judge Pro Tem cost is \$50/hour, so any time that Ms. Riordan presides over hearings and trials, the savings to the City of Cottonwood is substantial. Lynn successfully completed the criminal portion from the New Judge Orientation for new limited jurisdiction court judges in 2013, and will graduate from all portions in 2014 as required. The training was paid for through JCEF Court funds received by the Arizona Supreme Court. This is one of those situations where re-appointment is a win-win for the City and the Court, with only cost savings to the City with no extra expense ever occurring. Ms. Riordan would remain in her position as Court Clerk (and sometimes as Civil Traffic Hearing Officer) and would assist with the Associate Magistrate duties when needed when Judge LaSota and Judge Randall are unavailable or tied up in other court matters.

ATTACHMENTS:

Name:	Description:	Type:
☐ RES2715.doc	Resolution Number 2715	Cover Memo

RESOLUTION NUMBER 2715

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING E. LYNN RIORDAN AS AN ASSOCIATE CITY MAGISTRATE AND ESTABLISHING HER TERM OF OFFICE.

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

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

THAT, in accordance with Section 2.36.010 of the Municipal Code of the City of Cottonwood, Arizona, E. Lynn Riordan is hereby appointed as an associate magistrate for a two-year term beginning September 4, 2013, and ending September 4, 2015

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 3RD DAY OF SEPTEMBER 2013.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq., City Attorney

Marianne Jiménez, City Clerk

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



 Print

Meeting Date:	September 3, 2013
Subject:	Resolution Number 2716 – Approving Intergovernmental Agreement with NACOG for 2014 Community Services Block Grant (CSBG) and Social Services Block Grant (SSBG) – Low Income Riders & Operation of the CAT System.
Department:	Community Services
From:	Bruce Morrow, Transportation Manager

REQUESTED ACTION

Approval of an Intergovernmental Agreement with the Northern Arizona Council of Governments (NACOG) for Community Services Block Grant and Social Services Block Grant funding.

SUGGESTED MOTION

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

“I move to approve Resolution Number 2716, authorizing the City to enter into an Intergovernmental Agreement with the Northern Arizona Council of Governments for Community Services Block Grant and Social Services Block Grant funding for fiscal year 2014.”

BACKGROUND

After reviewing the NACOG Community Block Grant program and agreement contents (2nd year of CAT administration of this type of NACOG Grant), staff feels confident that this is a worthwhile program to assist local disadvantaged populations within our system of operations of the Cottonwood Area Transit system. Documentation pertaining to elements of the contract agreement is for Cottonwood to provide necessary Certificates of Insurance and Workers Compensation with specified limits of normal capacities and of mutual interest, along with the need for staff to produce monthly statements for ridership and expenditure reporting back to NACOG for proper reimbursements of funding. Monthly expenses for this Block Grant program will be reimbursed back to the City on an actual cost of expense basis. Monthly Transportation reports shall include at minimum, the number of clients served, number of one-way trips (e.g. from client’s home to client’s work), total number of miles driven to transport clients, and results of any client satisfaction research.

JUSTIFICATION/BENEFITS/ISSUES

Cottonwood has all of the necessary management and line personnel and other resources to operate CAT systems efficiently and effectively, including the ability and authority to seek state, federal and other outside funds on the “regions” behalf both now and in the future. By entering into the agreement document with the Northern Arizona Council of Governments (NACOG), Cottonwood will be able to offer eligible individuals of all ages and abilities discounted access to transportation services for medical appointments, employment-related training, job interviews and other services related to needs for transportation/transit services over the next 11 months.

COST/FUNDING SOURCE

Under the agreement, NACOG will receive reimbursement requests directly from Cottonwood regarding full costs of operations on a monthly basis and submit funding directly back to the City of Cottonwood. This IGA would be for a 11 month program from August 1, 2013 through June 30, 2014. The “Negotiate Service Agreement” as stated, provides Cottonwood with a “Community Service Block Grant (CSBG) amount of \$3,000.00 for bus vouchers and a “Social Services Block Grant (SSBG) amount of \$18,206.00 for a grand total of \$21,206.00 (all on a reimbursable basis).

ATTACHMENTS:

Name:	Description:	Type:
 NACOG CONTRACT FOR LITS.pdf	NACOG CONTRACT	Cover Memo
 RES2716.doc	Resolution Number 2716	Cover Memo



Northern Arizona Council of Governments

COMMUNITY SERVICES ADMINISTRATION • 119 EAST ASPEN AVENUE • FLAGSTAFF, ARIZONA 86001—52222
(928) 213 5218 • FAX (928) 556 9142 • email: pspregeler@nacog.org

Patricia Sprengeler
Community Services Program Manager

August 12, 2013

Bruce Morrow
Transportation Manager
CAT/Verde LYNX
827 Main Street
Cottonwood AZ 86326

RE: Contract No. YAV2-12-2014 between the Northern Arizona Council of Governments and Cottonwood Area Transit

Dear Bruce:

Enclosed are two originals of the above-referenced contract. **Please review all provisions before signing both contract originals and return both signed original contract documents to me ASAP.** You will note that the contract period is from August 1, 2013 – June 30, 2014 this year.

Prior to the commencement of any services under the executed Contract, you must furnish a current Certificate of Insurance and Workers Compensation. **Please make certain that your insurances and their limits are at the minimums and that your carrier completes the certificate with all the requirements set forth in the contract.**

A blank Budget/Monthly Expenditure Report is enclosed for this next fiscal year. Please let me know if you would like an electronic version of the Budget/Monthly Expenditure Report. This form should be completed using the budget submitted. Monthly expenses will be reimbursed on actual cost of expenses. Please throw all others out after your June reports are completed.

If you have any questions, please contact me at (928) 213-5218 or pspregeler@nacog.org

Sincerely,

Patricia Sprengeler (Patt)
Program Manager
Community Services

Enclosures

Hi Bruce - 8/16/13
Mailed this on
the 12th - got returned
today because of
insufficient
address. Will
try again.
Patt

CONTRACT PROVISIONS

TERM OF CONTRACT

The term of this Contract shall be from August 1, 2013 through June 30, 2014.

PAYMENT AMOUNT, TERMS AND CONDITIONS

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

TERMINATION OF CONTRACT

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

RENEWABLE CONTRACT

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

BUDGET REDUCTION

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

COMPLIANCE WITH LAWS, RULES, OR REGULATIONS

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

ASSIGNMENT AND SUBCONTRACTS

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

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

INDEMNIFICATION

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

INSURANCE

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

NONDISCRIMINATION

See Civil Rights List.

CONFIDENTIALITY

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

GRIEVANCE

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

See NACOG Grievance Procedure

DRUG FREE WORKPLACE

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

SMOKE FREE FACILITIES

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

COMPETITIVE BIDDING

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

AUDITING, MONITORING AND REVIEWS

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

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

CONTRACT SERVICES

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

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

ACCESS TO RECORDS AND RECORDS RETENTION

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

IDENTIFICATION OF FUNDING AND COPYRIGHTS

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

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

CONFLICT OF INTEREST

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

OFFICIAL NOT TO BENEFIT

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

NOTICES

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

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

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

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

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

SPECIAL PROVISIONS

1. WORK STATEMENT

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

2. PAYMENT

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

3. REPORTS

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

CONTRACT PROVISIONS

TERM OF CONTRACT

The term of this Contract shall be from August 1, 2013 through June 30, 2014.

PAYMENT AMOUNT, TERMS AND CONDITIONS

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

TERMINATION OF CONTRACT

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

RENEWABLE CONTRACT

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

BUDGET REDUCTION

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

COMPLIANCE WITH LAWS, RULES, OR REGULATIONS

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

ASSIGNMENT AND SUBCONTRACTS

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

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

INDEMNIFICATION

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

INSURANCE

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

NONDISCRIMINATION

See Civil Rights List.

CONFIDENTIALITY

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

GRIEVANCE

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

See NACOG Grievance Procedure

DRUG FREE WORKPLACE

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

SMOKE FREE FACILITIES

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

COMPETITIVE BIDDING

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

AUDITING, MONITORING AND REVIEWS

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

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

CONTRACT SERVICES

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

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

ACCESS TO RECORDS AND RECORDS RETENTION

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

IDENTIFICATION OF FUNDING AND COPYRIGHTS

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

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

CONFLICT OF INTEREST

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

OFFICIAL NOT TO BENEFIT

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

NOTICES

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

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

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

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

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

SPECIAL PROVISIONS

1. WORK STATEMENT

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

2. PAYMENT

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

3. REPORTS

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

RESOLUTION NUMBER 2716

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

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

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

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

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

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

THAT, the Negotiated Service Agreement Contract Number YAV2-12-2014, with the Northern Arizona Council of Governments is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, THIS 3RD DAY OF SEPTEMBER 2013.

Diane Joens, Mayor

RESOLUTION NUMBER 2716
Page 2

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steve Horton, Esq.
City Attorney

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



 Print

Meeting Date:	September 3, 2013
Subject:	Solid Waste Hauling Bids for the Cottonwood Transfer Station
Department:	Development Services
From:	Morgan Scott, Development Services Manager

REQUESTED ACTION

Consider rejecting all bids for solid waste hauling services from the city transfer station.

SUGGESTED MOTION

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

I move to reject all bids for solid waste hauling services from the city transfer station

BACKGROUND

At the Cottonwood City Council meeting on April 3, 2012 the Council awarded a bid to Waste Management Inc. to provide hauling services for the City's solid waste transfer station. The award to Waste Management was recommended to City Council by staff subsequent to advertisement and review of bids for this service.

The existing contract with Waste Management expired and Waste Management did not wish to continue the contract at the existing price. The city purchasing manager advertised a new bid and only Waste Management submitted a bid by the due date of May 2, 2013. Waste Management included with its bid a request to alter the language of the contract which involved requesting a price increase and dealing with illegal or hazardous waste found in the transferred solid waste. Staff consulted with the city attorney and the consensus was that while the requested changes had some merit, it would be in the city's best interest to reject all bids and include new language in the specifications and contract to reflect these issues.

JUSTIFICATION/BENEFITS/ISSUES

Rejecting the bid and revising the solid waste hauling specifications and contract will provide the city with a better contract and possibly encourage additional vendors to submit a bid.

COST/FUNDING SOURCE

ATTACHMENTS:

Name:

Description:

Type:

No Attachments Available

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	September 3, 2013
Subject:	Airport Automated Weather Observation System (AWOS) Grant Agreement
Department:	Development Services
From:	Morgan Scott, Development Services Manager

REQUESTED ACTION

Authorizing the Mayor to execute a grant agreement with the Federal Aviation Administration (FAA) for construction of an Automated Weather Observation System (AWOS) at the Cottonwood Airport, subject to review and approval of the grant agreement by the City Attorney.

SUGGESTED MOTION

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

I move to authorize the Mayor to execute a grant agreement with the Federal Aviation Administration for construction of an Automated Weather Observation System at the Cottonwood Airport, subject to review and approval of the grant agreement by the City Attorney.

BACKGROUND

One of the initial goals of the Cottonwood Airport Commission was to install an Automated Weather Observation System (AWOS) at the airport. The AWOS will send out local weather information to pilots using the Cottonwood Airport Unicom frequency. An AWOS will allow pilots to be better informed of the wind and weather conditions at the runway which will allow for safer operations, especially during inclement weather conditions. Many large corporations do not allow their aircraft to land at any airport that does not have an AWOS and the installation of one will make the Cottonwood area more appealing to businesses that are considering relocating or starting up. Attracting companies will coincide with the Council's strategic initiative #3 which is to build and retain a strong diversified economy.

The FAA has budgeted \$175,836.00 in this fiscal year to construct an AWOS at the Cottonwood Airport. Should the bids come in higher than the budgeted amount, City staff will submit an application to the FAA for additional funding. The FAA is funding 91.1% of this project and the City will be responsible for the remaining 8.9% or approximately \$17,264.00. The proposed motion would grant the Mayor the authority to execute the grant

agreement with the FAA pending the City Attorney's approval.

JUSTIFICATION/BENEFITS/ISSUES

-The AWOS will allow for safer operations at the airport, especially during inclement weather conditions.

-The AWOS will open the Cottonwood area to more business opportunities by meeting the requirements of large corporations.

COST/FUNDING SOURCE

FAA Grant/Airport Funds/General Fund

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	September 3, 2013
Subject:	Thunder Valley Rally and Rhythm & Ribs Progress Report
Department:	Community Services
From:	Hezekiah Allen, Recreation Services Supervisor

REQUESTED ACTION

Presentation of upcoming Special Event Programs for Council Review

SUGGESTED MOTION

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

BACKGROUND

In an effort to enhance regional and national draw for Thunder Valley Rally and Rhythm & Ribs staff with Council's approval moved forward with solidifying partnerships with the 4-Coyotes and GRock Productions. We are excited to bring Council up to speed on both of these programs.

Thunder Valley Rally

- Code Review 6/25/13
- Yavapai Broadcasting Confirms partnership
- Cover of "Biker Information Guide" & Feature Story (20,000 copies AZ. & So. Cal) 7/1/13
- Event Postcards (20,000 copies So. Cal.) 7/1/13
- Website live 7/9/13
- Event posted on 54 website calendars 7/9/13
- Site Plan Meeting 7/12/13
- City links our homepage to TVR's page 7/15/13
- Liquor License approved by Council 7/16/13
- Liquor License Received 7/30/13
- Thunder Press Full page ad 8/1/1 & 9/1/13
- CableOne 154 Commercials Live in Apache Junction & Prescott (Aired on Discovery, Spike, History, and ESPN) 8/12/13
- Poker Run route complete 7/7/13
- Stage location complete 7/8/13

- VIP footprint complete 7/8/13
- Bike Show area footprint complete 7/15/13
- Feature Builders identified and footprint of display area under construction 7/16/13
- Bike Show information and registration complete and on the website 7/16/13
- Vines & Wines Ad 7/17/13
- All locations and schedules are set for the Miss TVR contest, also placed on the website 7/19/13
- Street Banners Displayed
- Facebook 122 likes as of 8/14/13

Rhythm & Ribs

- Website Live 6/28/13
- Jimmie Van Zant booked 7/1/13
- Cable One confirmed for commercials on the Food Network and Travel Channel 7/15/13
- Kansas City Barbeque Association Sanctioned 7/15/13
 - Advertising on KCBS Website
- Emails sent to 250+ BBQ Teams
- Emails sent 10,000+ to announce Jimmy Van Zant
- Emails sent 20,000 to announce Keith Anderson and Eric Paslay
- Facebook 179 Likes as of 8/14/13
- Twitter created June 27, 2013 ~ 93 Followers as of 7/22/13
- Vines & Wines Ad 7/17/13
- Contracts for Keith Anderson and Eric Paslay confirmed
- 300 Sponsorship Packages sent out
- Event posted on 15+ Event sites nationally & locally
- Receiving media costs for local & national newspapers
- Code Review July 23, 2013
- National BBQ Teams starting to register three(3) 8/12/2013
- Advertising on Grand Canyon State BBQ Forum
- Negotiating contracts for three major sponsors
- Event layout complete
- Council Approved Liquor License
- Yavapai Broadcasting
- Event Press Release confirmed and sent out to state wide Media contacts
- Street Banners Displayed

Beer Thirty in the Verde

- New Logo
- Facebook 264 Likes as of 8/14/13
- Twitter just up as of 7/18/13

JUSTIFICATION/BENEFITS/ISSUES

COST/FUNDING SOURCE

ATTACHMENTS:

Name:

Description:

Type:

No Attachments Available

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



 Print

Meeting Date:	September 3, 2013
Subject:	Ordinance 600 - Wireless Communications Facilities
Department:	Attorney
From:	Steve Horton, City Attorney

REQUESTED ACTION

Review, discussion and first reading of Ordinance 600, concerning the allowable height of wireless communications facilities (cell towers) within the City.

SUGGESTED MOTION

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

NA. First Reading.

BACKGROUND

The Federal Telecommunications Act of 1996 (“TCA”) authorizes - and entitles - wireless communications companies to provide adequate coverage throughout their service areas, and sometimes requires local authorities to modify and/or waive certain zoning and land use regulations in order to accommodate that right.

There has been much litigation in the federal courts around this provision of the TCA, and what sorts of accommodations the Act does and does not require. Like any federal litigation, litigation of this type is very costly and time-consuming, and something that the City should make every effort to avoid, to the extent possible.

A New Jersey company known as Capital Telecom that develops wireless communications facilities around the country (its website indicates that it offers more than 18,000 sites in “strategic locations across the U.S.”) seeks approval to install a 90-foot tower on the VFW property by the old slag pile on behalf of AT&T. It has presented the City with “search ring” data in support of its assertions that a single tower of this height is the least intrusive means of filling a gap in its wireless coverage of the City (and particularly its coverage for the transmission of data), and that it would have to install multiple 60-foot towers at various locations within and/or around the City in order to provide an equivalent level of coverage.

The City’s in-house technical consultant, Tad Coyner, has reviewed Capital Telecom’s technical data and generally confirmed its accuracy and reasonableness.

Under Section 404.H.8.b of the City’s Zoning Ordinance, the overall height of any wireless communications structure, antenna and/or antenna array may not exceed 60 feet from the ground to the highest physical point on the structure - without exception. Staff is proposing and recommending that the City incorporate some flexibility into that section of the code, so that the Council would have the ability, after considering the findings and recommendation of the Planning and Zoning Commission following an evidentiary hearing, to allow applicants to install wireless communications facilities that exceed the 60-foot height limitation by up to 30 additional feet (up to a maximum total height of 90 feet), upon a showing that the extra height is the least intrusive/objectionable means of filling a significant gap in coverage. Under the staff proposal/recommendation, this flexibility would not extend to the R-1 zone or the Old Town Historic District, where the 60-foot height limitation would still apply without exception.

Under the staff proposal, Section 404.H.8.b of the City’s Zoning Ordinance would read as follows, if approved by the Council:

b. The overall height of any wireless communications structure, antenna and/or antenna array shall not be greater than a maximum of sixty (60) feet from the ground to the highest physical point on the structure, provided, however, that a wireless communications structure, antenna and/or antenna array up to ninety (90) feet from the ground to the highest physical point on the structure may be permitted in any zoning district other than the R-1 District and the Old Town Historic District with the approval of the City Council, upon a showing by the applicant that the additional height is the least intrusive means of filling a significant gap in a wireless communications provider’s coverage within the City. In making this determination and allowing a wireless communications structure, antenna and/or antenna array to exceed the sixty (60) foot height limitation by up to thirty (30) additional feet, the City Council shall consider the findings and recommendations of the Planning and Zoning Commission, which shall hold a public hearing on any proposal to exceed the sixty (60) foot height limitation. The Council may or may not hold a separate hearing on the proposal following its receipt of the Commission’s findings and recommendations, and may impose reasonable conditions on its approval of any proposal to exceed the sixty (60) foot height limitation, either based on the recommendations of the Commission or on its own motion.

JUSTIFICATION/BENEFITS/ISSUES

The proposed amendment does not constitute or require the approval of any specific development proposal. Rather, it would give the Council a measure of flexibility that it does not currently have, the exercise of which could in certain cases avoid the need for unnecessary litigation.

COST/FUNDING SOURCE

NA

ATTACHMENTS:

Name:	Description:	Type:
Ordinance No. 600 - Wireless Communications Facility Height - ZO Amendment - 08-29-13.docx	Ordinance 600	Ordinance

ORDINANCE NUMBER 600

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, RELATING TO THE PERMISSIBLE HEIGHT OF WIRELESS COMMUNICATIONS FACILITIES, AND AMENDING SECTION 404.H.8.b OF THE CITY'S ZONING ORDINANCE

WHEREAS, the City of Cottonwood Planning and Zoning Commission has recommended that the City's Zoning Ordinance be amended to allow for the possibility of allowing wireless communications facilities to exceed the current 60-foot height limitation by up to 30 additional feet in certain areas of the City, upon a specific showing of necessity similar to the showing that would entitle an applicant to relief from that limitation under the Federal Telecommunications Act of 1996; and

WHEREAS, the City Council finds that the amendment as recommended by the Planning and Zoning Commission is appropriate and in the City's best interests;

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.H.8.b of the Cottonwood Zoning Ordinance is hereby amended to read as follows:

- b. The overall height of any wireless communications structure, antenna and/or antenna array shall not be greater than a maximum of sixty (60) feet from the ground to the highest physical point on the structure, provided, however, that a wireless communications structure, antenna and/or antenna array up to ninety (90) feet from the ground to the highest physical point on the structure may be permitted in any zoning district other than the R-1 District and the Old Town Historic District with the approval of the City Council, upon a showing by the applicant that the additional height is the least intrusive means of filling a significant gap in a wireless communications provider's coverage within the City. In making this determination and allowing a wireless communications structure, antenna and/or antenna array to exceed the sixty (60) foot height limitation by up to thirty (30) additional feet, the City Council shall consider the findings and recommendations of the Planning and Zoning Commission, which shall hold a public hearing on any proposal to exceed the sixty (60) foot height limitation. The Council may or may not hold a separate hearing on the proposal following its receipt of the Commission's findings and recommendations, and may impose reasonable

conditions on its approval of any proposal to exceed the sixty (60) foot height limitation, either based on the recommendations of the Commission or on its own motion.

Section 2. 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 20TH DAY OF SEPTEMBER 2013.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

