

A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD SEPTEMBER 7, 2010, 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. PRESENTATION OF RESULTS OF THE NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY RIDERSHIP SURVEY.
- VII. APPROVAL OF MINUTES—WORK SESSION OF AUGUST 10, 2010 & REGULAR MEETING OF AUGUST 17, 2010.

Comments regarding items listed on the agenda are limited to a 5 minute time period per speaker.
- VIII. OLD BUSINESS—None.
- IX. CONSENT AGENDA
 1. WINE FESTIVAL LIQUOR LICENSE APPLICATION FROM ALCANTARA L.L.C. & PILLSBURY WINE COMPANY NORTH FOR THE RHYTHM & RIBS EVENT SCHEDULED FOR OCTOBER 2, 2010, TO BE HELD AT THE COTTONWOOD KIDS' PARK LOCATED AT 350 SOUTH 12TH STREET.
 2. WINE FESTIVAL LIQUOR LICENSE APPLICATIONS FROM ALCANTARA L.L.C., FREITAS VINEYARD, JAVELINA LEAP VINEYARD & WINERY, JEROME WINERY, PAGE SPRINGS CELLARS, AND PILLSBURY WINE COMPANY NORTH FOR THE AIRFEST EVENT SCHEDULED FOR OCTOBER 16, 2010, AT THE COTTONWOOD AIRPORT, LOCATED AT 1101 WEST MINGUS AVENUE.
 3. LIQUOR STORE (SERIES 9) SAMPLING PRIVILEGES APPLICATION FOR JANICE L. MARTIN, AGENT FOR SAFEWAY, INC., LOCATED AT 1635 EAST COTTONWOOD STREET.
- X. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
 1. DISCUSSION, CONSIDERATION, AND POSSIBLE LEGAL ACTION TO AUTHORIZE THE CITY'S UTILITY DEPARTMENT TO BEGIN ISSUING COMBINED BILLS FOR WATER AND WASTEWATER SERVICES; TO DEVELOP AND IMPLEMENT AN EQUALIZED/ ANNUALIZED PAYMENT PLAN; AND TO PROVIDE AN OPPORTUNITY FOR UTILITY CUSTOMERS TO MAKE VOLUNTARY CONTRIBUTIONS TOWARD UTILITY ASSISTANCE FOR QUALIFIED INDIVIDUALS.
 2. FINANCIAL OPTIONS FOR THE COTTONWOOD AREA TRANSIT (CAT) SYSTEM OPERATIONS.

A G E N D A
September 7, 2010/ Page 2

3. RESOLUTION NUMBER 2531—APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY FOR PROVIDING PUBLIC TRANSPORTATION SERVICES FOR RESIDENTS OF YAVAPAI COUNTY.
4. RESOLUTION NUMBER 2532—APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF CLARKDALE FOR PROVIDING PUBLIC TRANSPORTATION SERVICES FOR RESIDENTS OF THE TOWN OF CLARKDALE.
5. RESOLUTION NUMBER 2534—APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR PROVIDING FEDERAL FUNDING FOR THE OPERATION OF THE COTTONWOOD AREA TRANSIT.
6. APPROVAL TO RETIRE THE COTTONWOOD POLICE DEPARTMENT CANINE “BUSTER”, AND RELEASE HIM TO HIS HANDLER, SERGEANT KEVIN MURIE.
7. ACCEPTANCE OF A YAVAPAI COUNTY COMMUNITY FOUNDATION GRANT AGREEMENT TO ASSIST IN THE PURCHASE OF, AND VETERINARY EXPENSES FOR, A NEW NARCOTICS CANINE.
8. SPECIAL EVENT LIQUOR LICENSE APPLICATIONS FROM THE COTTONWOOD CHAMBER OF COMMERCE FOR THE RHYTHM & RIBS EVENT SCHEDULED ON OCTOBER 2, 2010, AT THE COTTONWOOD KIDS' PARK LOCATED AT 350 SOUTH 12TH STREET, AND FOR A BUSINESS NETWORKING EVENT SCHEDULED FOR OCTOBER 21, 2010, AT PANDORA'S GAME BOX LOCATED AT 580 EAST STATE ROUTE 89A.

XI. CLAIMS & ADJUSTMENTS.

- XII. EXECUTIVE SESSION—CITY ATTORNEY’S REVIEW—PURSUANT TO A.R.S. § 38-431.03.(A)(1) DISCUSSION OR CONSIDERATION OF EMPLOYMENT, ASSIGNMENT, APPOINTMENT, PROMOTION, DEMOTION, DISMISSAL, SALARIES, DISCIPLINING OR RESIGNATION OF A PUBLIC OFFICER, APPOINTEE OR EMPLOYEE OF ANY PUBLIC BODY, EXCEPT THAT, WITH THE EXCEPTION OF SALARY DISCUSSIONS, AN OFFICER, APPOINTEE OR EMPLOYEE MAY DEMAND THAT THE DISCUSSION OR CONSIDERATION OCCUR AT A PUBLIC MEETING; THE COUNCIL MAY VOTE TO CONVENE INTO EXECUTIVE SESSION SUBJECT TO THE CITY ATTORNEY’S RIGHT TO COMPEL THE COUNCIL TO DISCUSS THIS MATTER IN OPEN MEETING.

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.

Public comments on any items listed on the agenda are limited to a 5 minute time period.

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

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: September 7, 2009

Subject: **Special Event Liquor License Applications from Alcantara, L.L.C., & Pillsbury Wine Company North, L.L.C., for the Rhythm & Ribs Event.**

Department: City Clerk

From: Marianne Jiménez, City Clerk

REQUESTED ACTION

Recommendation of approval or denial by the City Council for Special Event Liquor License Applications submitted by Barbara A. Predmore, applicant for Alcantara, L.L.C., and Samuel Wallace, applicant for the Pillsbury Wine Company North, L.L.C., for the Rhythm 'N Ribs event scheduled for October 2, 2010, at the Cottonwood Kids' Park located at 350 South 12th Street.

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

"I move to approve the Special Event Liquor License Applications for Barbara A, Predmore, applicant for Alcantara, L.L.C., and Samuel Wallace, applicant for Pillsbury Wine Company North, L.L.C. for the Rhythm 'N Ribs event scheduled for October 2, 2010."

BACKGROUND

Alcantara, L.L.C. and Pillsbury Wine Company North, L.L.C. are requesting approval of Special Event Liquor License Applications for the Rhythm 'N Ribs event scheduled for October 2, 2010, at the Cottonwood Kids' Park located at 350 South 12th Street.

JUSTIFICATION / BENEFITS / ISSUES

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

recommendation is taken into consideration by the ADLLC prior to their final approval of the application.

COST/FUNDING SOURCE

N/A

REVIEWED BY

City Manager: _____ City Attorney: ✓SH

ATTACHMENTS

Special Event Liquor License Applications for Alcantara, L.L.C. & Pillsbury Wine Company North, L.L.C.

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

APPLICATION FOR WINE FESTIVAL LICENSE/WINE FAIR LICENSE

FEE = \$15.00 per event

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

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

1. Applicant's Name: PREDMORE BARBARA A
Last First Middle

2. Business Name: ALCANTARA LLC D.F.W. Lic#: 131 33010
(Domestic Farm Winery License #)

3. Location of Festival: 350 S. 12th Street Cottonwood Yavapai 86326
(Physical location - Do not use PO Box) City County Zip

4. Mailing Address: PO Box 64 Cottonwood AZ 86326
City State Zip

5. Date and hours of festival:

DATE	DAY OF WEEK	HOURS FROM	HOURS TO
<u>October 2, 2010</u>	<u>Saturday</u>	<u>11:00 AM</u> a.m./p.m.	<u>7:00 PM</u> a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.

6. Name and address of site owner: City of Cottonwood
Last First Middle
827 N. Main Street Cottonwood AZ 86326
Address City State Zip

7. Phone Numbers: (928) 634-5526 (928) 649 8463 (928) 830 0766
Site Owner Applicant's Business Applicant's Residence

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

8. Has the festival site owner given permission for use of the site and for the sale of spirituous liquors? YES NO

9. Are the spirituous liquors to be sold or served Arizona Domestic Farm Winery Products ONLY? YES NO

10. How many wine festival licenses have you applied for this calendar year, including this one? _____ 9

Give the total number of days you have held licensed wine festivals this year _____ 16

11. 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)

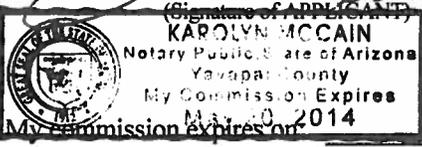
36 _____ # Police Fencing
_____ # Security personnel Barriers

Staff personal trained and aware of state liquor laws and will enforce. City Police patrolling and enforcing front door and serving area. Signs will be posted on site stating current liquor laws.

12. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your wine festival/fair licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

I, BARBARA PREDMORE hereby declare that I am the APPLICANT filing this application. I
(Print full name)
have read the application and the contents and all statements are true, correct and complete.

X [Signature] State of Arizona County of Yavapai
The foregoing instrument was acknowledged before me this
27 day of August, 2010
Day Month Year
[Signature]
(Signature of NOTARY PUBLIC)



*** FOR USE BY LOCAL GOVERNING AUTHORITY ONLY ***

I, _____, hereby APPROVE DISAPPROVE this application on behalf of
(Government Official)

(City, Town, or County) (Title) X _____
(Signature of OFFICIAL)

*** FOR USE BY DLLC ONLY ***

APPROVED DISAPPROVED

By: _____ Date: _____

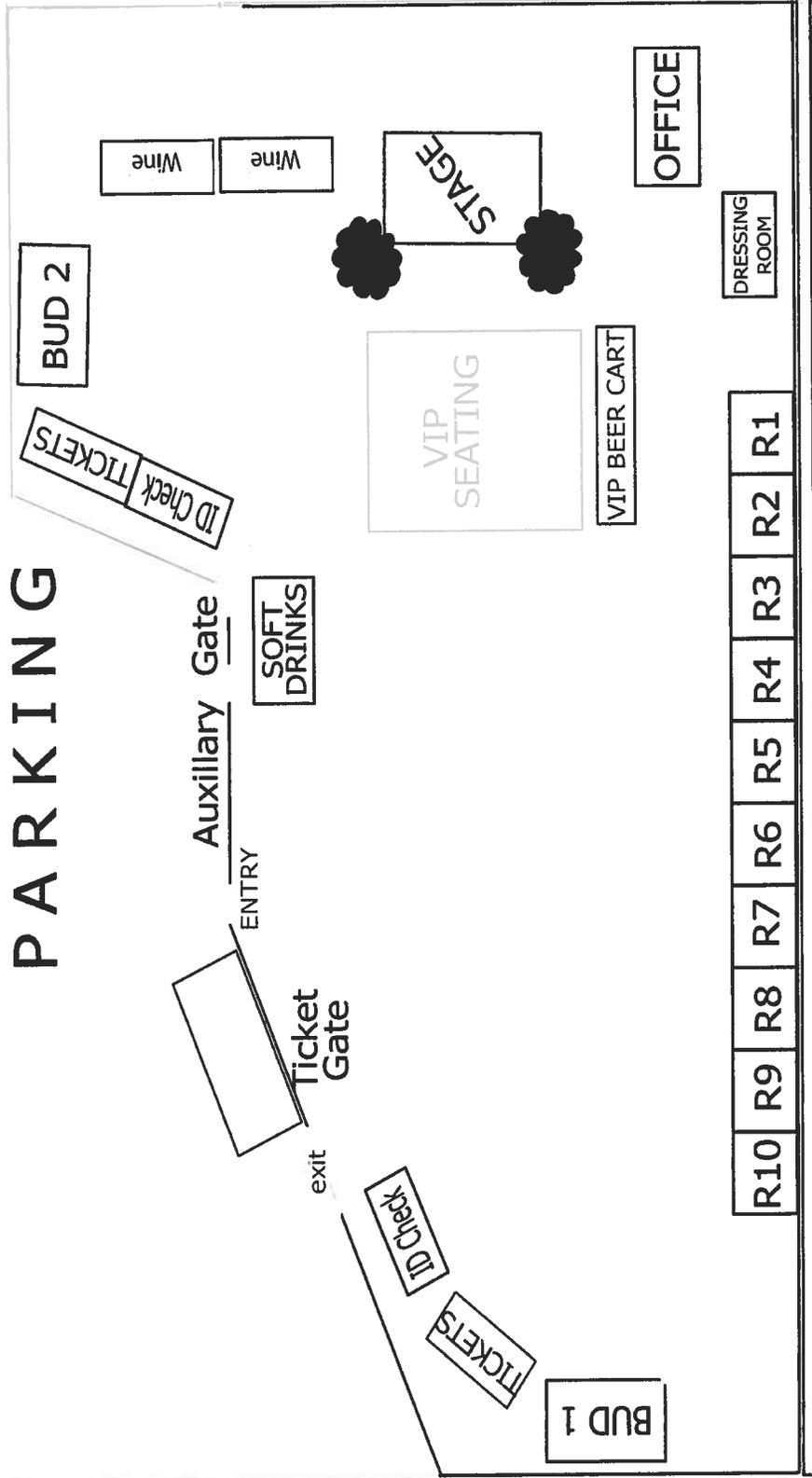
PARKING

DRIVEWAY

PARKING

DRIVEWAY

BIRCH



12TH STREET

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

APPLICATION FOR WINE FESTIVAL LICENSE/WINE FAIR LICENSE

FEE = \$15.00 per event

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

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

1. Applicant's Name: Pillsbury Samuel Wallace
Last First Middle

2. Business Name: Pillsbury Wine Company North, LLC D.F.W. Lic#: 13-133021
(Domestic Farm Winery License #)

3. Location of Festival: 350 S. 12th Street Cottonwood Yavapai 86326
(Physical location - Do not use PO Box) City County Zip

4. Mailing Address: 1012 N. Main Street Cottonwood AZ 86326
City State Zip

5. Date and hours of festival:

DATE	DAY OF WEEK	HOURS FROM	HOURS TO
October 2, 2010	Saturday	11:00 AM a.m./p.m.	7:00 PM a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.

6. Name and address of site owner: City of Cottonwood
Last First Middle
827 N. Main Street Cottonwood AZ 86326
Address City State Zip

7. Phone Numbers: (928) 634-5526 () ()
Site Owner Applicant's Business Applicant's Residence

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

PARKING

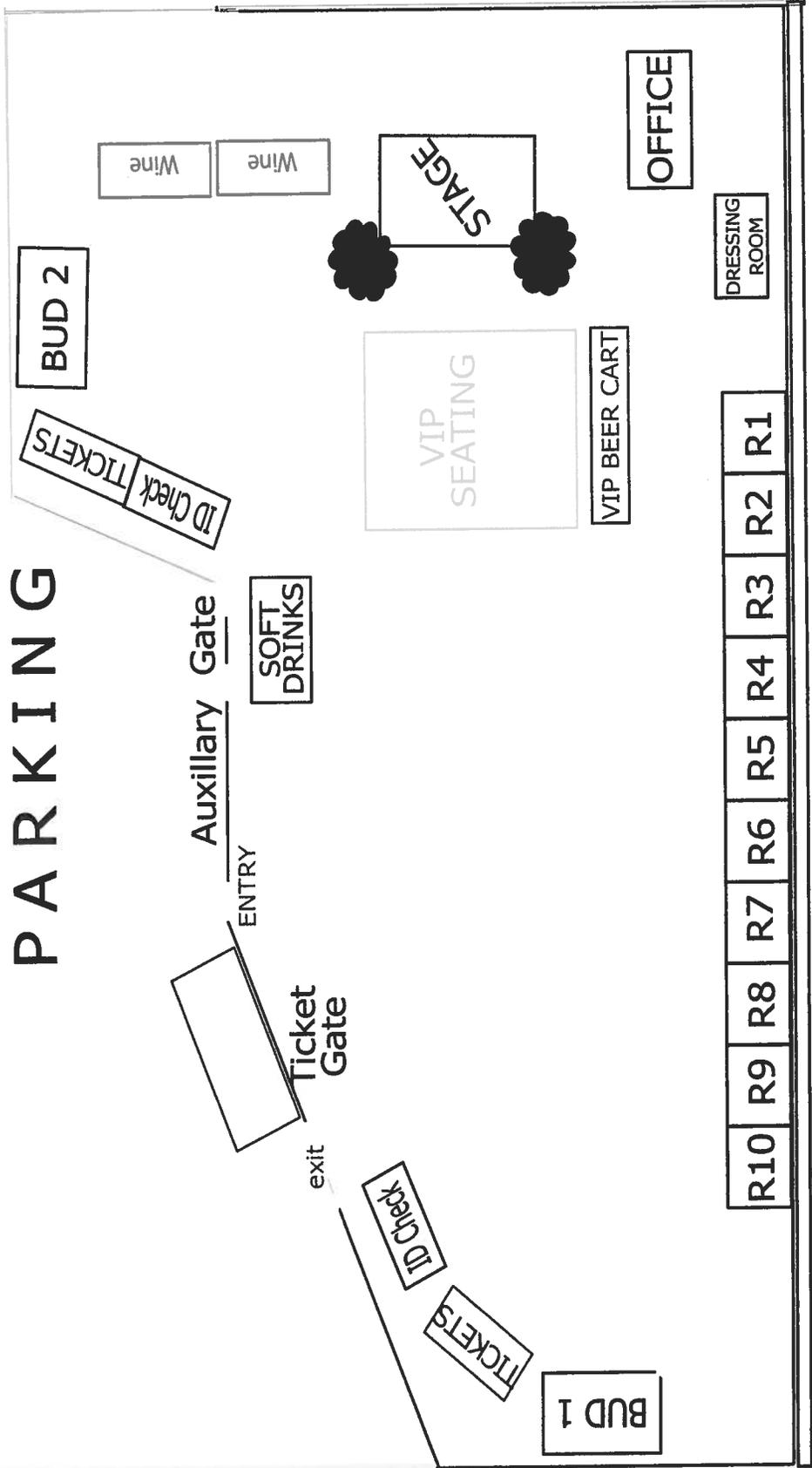
DRIVEWAY

PARKING

DRIVEWAY

BIRCH

12TH STREET



City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: September 7, 2010

Subject: **Wine Festival/Wine Fair Liquor License Applications for the AirFest Event.**

Department: City Clerk

From: Marianne Jiménez, City Clerk

REQUESTED ACTION

Recommendation of approval or denial by the City Council for Wine Festival/Wine Fair Liquor License Applications submitted by Alcantara L.L.C., Feitas Vineyard, Javelina Leap Vineyard & Winery, Jerome Winery, Page Springs Cellars, and Pillsbury Wine Company North, for the AirFest event scheduled on October 16, 2010, at the Cottonwood Airport located at 1001 West Mingus Avenue.

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

"I move to recommend approval of the Special Event Liquor License Applications for Alcantara L.L.C., Feitas Vineyard, Javelina Leap Vineyard & Winery, Jerome Winery, Page Springs Cellars, and Pillsbury Wine Company North, for an event scheduled for October 16, 2010, at the Cottonwood Airport."

BACKGROUND

Alcantara L.L.C., Feitas Vineyard, Javelina Leap Vineyard & Winery, Jerome Winery, Page Springs Cellars, and Pillsbury Wine Company North, are requesting approval of Special Event Liquor License Applications for the AirFest event scheduled for October 16, 2010, at the Cottonwood Airport located at 1001 West Mingus Avenue.

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: ✓ SH

ATTACHMENTS

Special Event Liquor License Applications for Alcantara L.L.C., Freitas Vineyard, Javelina Leap Vineyard & Winery, Jerome Winery, Page Springs Cellars, and Pillsbury Wine Company North.

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

APPLICATION FOR WINE FESTIVAL LICENSE/WINE FAIR LICENSE

FEE = \$15.00 per event

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

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

1. Applicant's Name: PREDMORE BARBARA A
Last First Middle

2. Business Name: ALCANTARA LLC D.F.W. Lic#: 13133010
(Domestic Farm Winery License #)

3. Location of Festival: Cottonwood Airport Cottonwood Yavapai 86326
(Physical location - Do not use PO Box) City County Zip

4. Mailing Address: PO-BOX 61 Cottonwood AZ 86326
City State Zip

5. Date and hours of festival:

DATE	DAY OF WEEK	HOURS FROM	HOURS TO
Oct 16, 2010	Saturday	11:00 a.m. _____ a.m./p.m.	5:00 p.m. _____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.

6. Name and address of site owner: City of Cottonwood
Last First Middle

827 N. MAIN STREET, COTTONWOOD, AZ 86326
Address City State Zip

7. Phone Numbers: 928 634-5526 (928) 649 8463 928 830 0766
Site Owner Applicant's Business Applicant's Residence

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

8. Has the festival site owner given permission for use of the site and for the sale of spirituous liquors? YES NO

9. Are the spirituous liquors to be sold or served Arizona Domestic Farm Winery Products ONLY? YES NO

10. How many wine festival licenses have you applied for this calendar year, including this one? 6

Give the total number of days you have held licensed wine festivals this year 11

11. 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)

2 # Police Fencing
5 # Security personnel Barriers

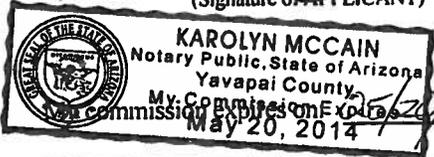
Event site will be enclosed with restricted entrance

12. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your wine festival/fair licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

I, BARBARA A. Fredmore, hereby declare that I am the APPLICANT filing this application. I
(Print full name)
have read the application and the contents and all statements are true, correct and complete.

X [Signature]
(Signature of APPLICANT)

State of AZ County of Yavapai
The foregoing instrument was acknowledged before me this
30 day of July, 2010
Day Month Year
[Signature]
(Signature of NOTARY PUBLIC)



*** FOR USE BY LOCAL GOVERNING AUTHORITY ONLY ***

I, _____, hereby APPROVE DISAPPROVE this application on behalf of
(Government Official)

(City, Town, or County) (Title) X _____
(Signature of OFFICIAL)

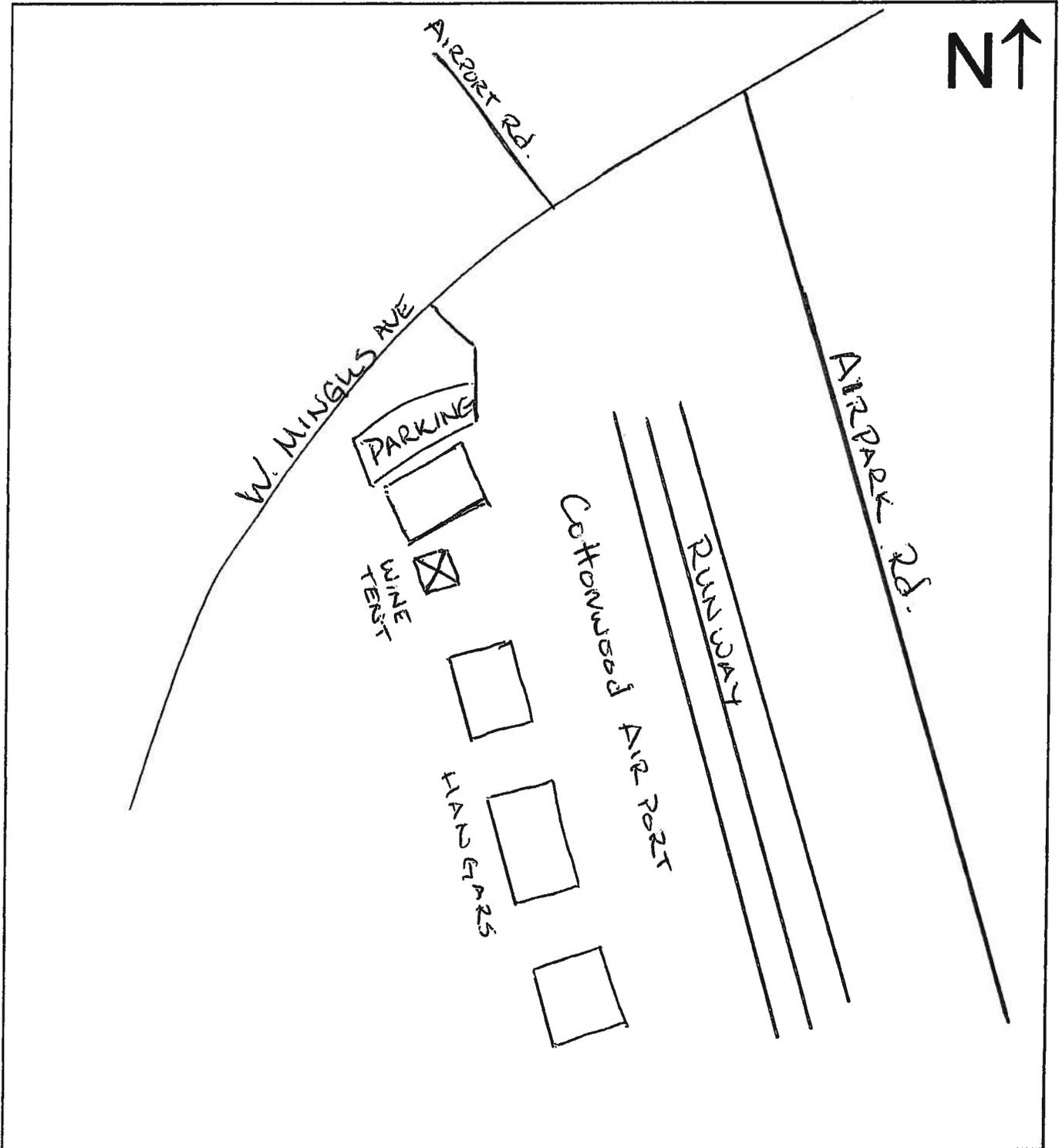
*** FOR USE BY DLLC ONLY ***

APPROVED DISAPPROVED

By: _____ Date: _____

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

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



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

APPLICATION FOR WINE FESTIVAL LICENSE/WINE FAIR LICENSE

FEE = \$15.00 per event

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

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

1. Applicant's Name: Freitas Ray Frances
Last First Middle

2. Business Name: Freitas Vineyard D.F.W. Lic#: 1313302
(Domestic Farm Winery License #)

3. Location of Festival: Cottonwood Airport Cottonwood Yavapai 86326
(Physical location - Do not use PO Box) City County Zip

4. Mailing Address: 1575 S. Paradise Drive Cottonwood AZ 86326
City State Zip

5. Date and hours of festival:

DATE	DAY OF WEEK	HOURS FROM	HOURS TO
<u>Oct 16, 2010</u>	<u>Saturday</u>	<u>11:00 a.m.</u> a.m./p.m.	<u>5:00 p.m.</u> a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.

6. Name and address of site owner: City of Cottonwood
Last First Middle

827 N. MAIN STREET COTTONWOOD, AZ 86326
Address City State Zip

7. Phone Numbers: (928) 634-5526 (928) 639-0646 (602) 996-3239
Site Owner Applicant's Business Applicant's Residence

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

8. Has the festival site owner given permission for use of the site and for the sale of spirituous liquors? YES NO

9. Are the spirituous liquors to be sold or served Arizona Domestic Farm Winery Products ONLY? YES NO

10. How many wine festival licenses have you applied for this calendar year, including this one? 5

Give the total number of days you have held licensed wine festivals this year 10

11. 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)

2 # Police Fencing
5 # Security personnel Barriers

Event site will be enclosed with restricted entrance

12. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your wine festival/fair licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

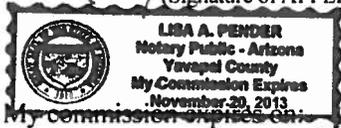
I, RAY FRANCES FREITAS, hereby declare that I am the APPLICANT filing this application. I
(Print full name)

have read the application and the contents and all statements are true, correct and complete.

X Ray Frances Freitas
(Signature of APPLICANT)

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

11 day of August, 2010
Day Month Year



11/20/2013
My commission expires on:

[Signature]
(Signature of NOTARY PUBLIC)

*** FOR USE BY LOCAL GOVERNING AUTHORITY ONLY ***

I, _____, hereby APPROVE DISAPPROVE this application on behalf of
(Government Official)

(City, Town, or County) (Title) X (Signature of OFFICIAL)

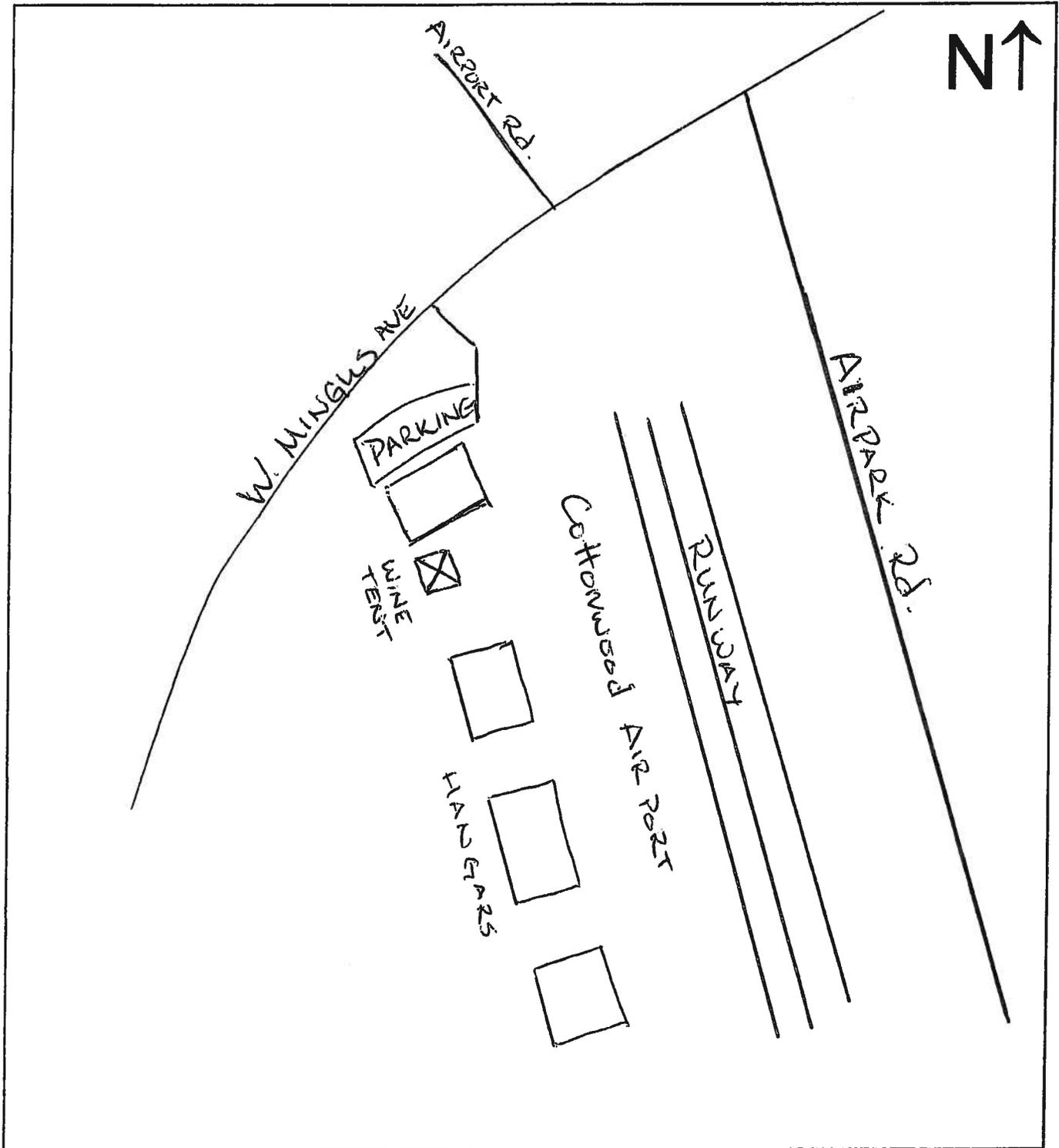
*** FOR USE BY DLLC ONLY ***

APPROVED DISAPPROVED

By: _____ Date: _____

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

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



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

APPLICATION FOR WINE FESTIVAL LICENSE/WINE FAIR LICENSE

FEE = \$15.00 per event

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

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

1. Applicant's Name: SNAPP RODNEY FLETCHER
Last First Middle

2. Business Name: JAVELINA LEAP VINEYARD D.F.W. Lic#: 13B3009
(Domestic Farm Winery License #)

3. Location of Festival: Cottonwood Airport Cottonwood Yavapai 86326
(Physical location - Do not use PO Box) City County Zip

4. Mailing Address: 1065 PAGE SPRINGS RD COTTONWOOD AZ 86325
City State Zip

5. Date and hours of festival:

DATE	DAY OF WEEK	HOURS FROM	HOURS TO
Oct 16, 2010	Saturday	11:00 a.m. a.m./p.m.	5:00 p.m. a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.

6. Name and address of site owner: City of Cottonwood
Last First Middle

827 N. MAIN STREET COTTONWOOD, AZ 86326
Address City State Zip

7. Phone Numbers: (928) 634-5526 (928) (649-2688) (928) 274-0394
Site Owner Applicant's Business Applicant's Residence

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

8. Has the festival site owner given permission for use of the site and for the sale of spirituous liquors? YES NO
9. Are the spirituous liquors to be sold or served Arizona Domestic Farm Winery Products **ONLY**? YES NO
10. How many wine festival licenses have you applied for this calendar year, including this one? 6

Give the total number of days you have held licensed wine festivals this year 11

11. 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)

2 # Police Fencing
5 # Security personnel Barriers

Event site will be enclosed with restricted entrance _____

12. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your wine festival/fair licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

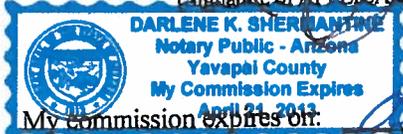
I, RODNEY FLETCHER SNAPP, hereby declare that I am the APPLICANT filing this application. I
 (Print full name)

have read the application and the contents and all statements are true, correct and complete.

State of ARIZONA County of YAVAPAI
 The foregoing instrument was acknowledged before me this

X _____
 (Signature of APPLICANT)

10 day of AUGUST, 2010
 Day Month Year



Darlene K. Sherman
 (Signature of NOTARY PUBLIC)

*** FOR USE BY LOCAL GOVERNING AUTHORITY ONLY ***

I, _____, hereby APPROVE DISAPPROVE this application on behalf of
 (Government Official)

 (City, Town, or County) (Title) X (Signature of OFFICIAL)

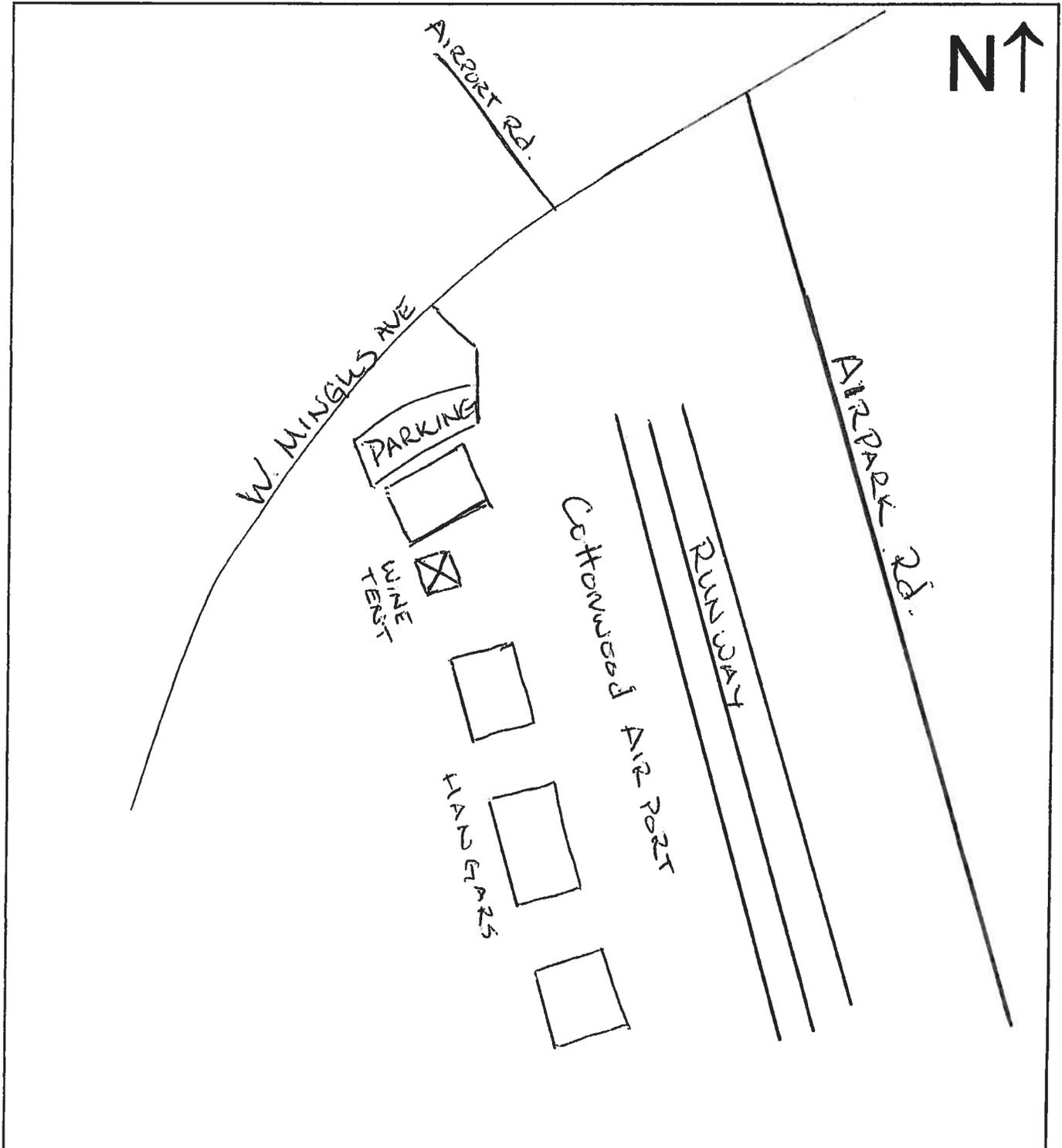
*** FOR USE BY DLLC ONLY ***

APPROVED DISAPPROVED

By: _____ Date: _____

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

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



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

APPLICATION FOR WINE FESTIVAL LICENSE/WINE FAIR LICENSE

FEE = \$15.00 per event

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

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

1. Applicant's Name: McLoughlin John M
Last First Middle

2. Business Name: Jerome Winery D.F.W. Lic#: 13133011
(Domestic Farm Winery License #)

3. Location of Festival: Cottonwood Airport Cottonwood Yavapai 86326
(Physical location - Do not use PO Box) City County Zip

4. Mailing Address: 18250 E Williams Field Rd Gilbert AZ 85295
City State Zip

5. Date and hours of festival:

DATE	DAY OF WEEK	HOURS FROM	HOURS TO
Oct 16, 2010	Saturday	11:00 a.m. a.m./p.m.	5:00 p.m. a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.

6. Name and address of site owner: City of Cottonwood
Last First Middle

+ 827 N. MAIN STREET COTTONWOOD AZ 86326
Address City State Zip

7. Phone Numbers: (928) 634-5526 480 9885100 480 2892260
Site Owner Applicant's Business Applicant's Residence

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

8. Has the festival site owner given permission for use of the site and for the sale of spirituous liquors? YES NO
9. Are the spirituous liquors to be sold or served Arizona Domestic Farm Winery Products ONLY? YES NO
10. How many wine festival licenses have you applied for this calendar year, including this one? 22 11

Give the total number of days you have held licensed wine festivals this year _____

11. 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)

2 # Police Fencing
5 # Security personnel Barriers

Event site will be enclosed with restricted entrance

12. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your wine festival/fair licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

I, John McLaughlin, hereby declare that I am the APPLICANT filing this application. I
 (Print full name)
 have read the application and the contents and all statements are true, correct and complete.

State of Ar County of Pinal
 The foregoing instrument was acknowledged before me this 10 day of Aug, 2010
 Day Month Year

X
SHARON PARHAM
 (SHARON PARHAM)
 NOTARY PUBLIC
 PINAL COUNTY
 My Commission Expires
 March 23, 2012
 My commission expires on: 3/23/12

[Signature]
 (Signature of NOTARY PUBLIC)

*** FOR USE BY LOCAL GOVERNING AUTHORITY ONLY ***

I, _____, hereby APPROVE DISAPPROVE this application on behalf of
 (Government Official)

 (City, Town, or County) (Title) X (Signature of OFFICIAL)

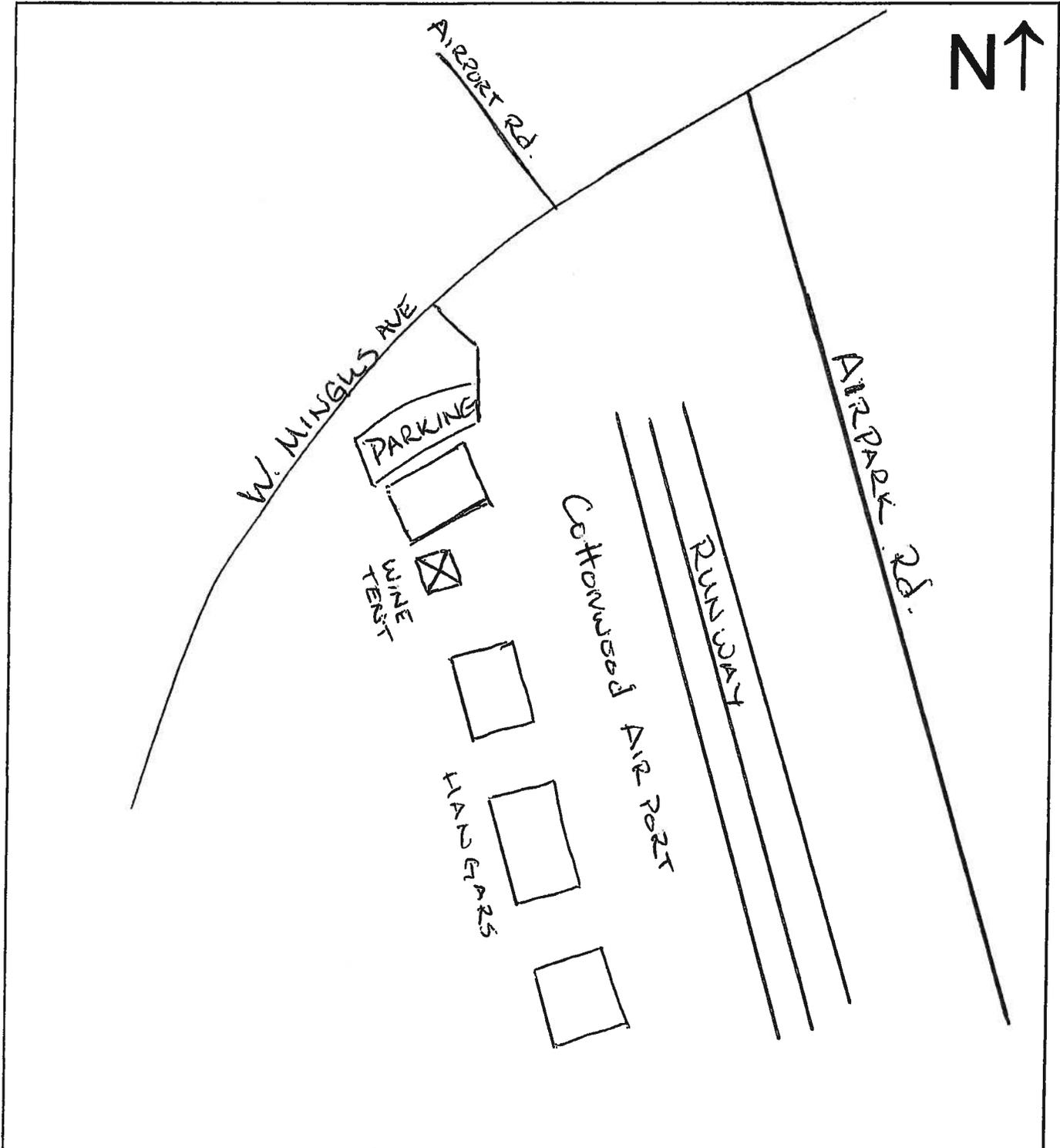
*** FOR USE BY DLLC ONLY ***

APPROVED DISAPPROVED

By: _____ Date: _____

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

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



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

APPLICATION FOR WINE FESTIVAL LICENSE/WINE FAIR LICENSE

FEE = \$15.00 per event

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

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

1. Applicant's Name: Glomski Eric Steven
Last First Middle

2. Business Name: Page Springs Cellars D.F.W. Lic#: 13133004
(Domestic Farm Winery License #)

3. Location of Festival: Cottonwood Airport Cottonwood Yavapai 86326
(Physical location - Do not use PO Box) City County Zip

4. Mailing Address: 1500 N. Page Springs Rd Cornville Az. 86325
City State Zip

5. Date and hours of festival:

DATE	DAY OF WEEK	HOURS FROM	HOURS TO
Oct 16, 2010	Saturday	11:00 a.m. _____ a.m./p.m.	5:00 p.m. _____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.

6. Name and address of site owner: City of Cottonwood
Last First Middle

827 N. MAIN STREET COTTONWOOD, AZ 86326
Address City State Zip

7. Phone Numbers: (928) 634-5526 (928) 639-3004 (928) 301-0977
Site Owner Applicant's Business Applicant's Residence

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

8. Has the festival site owner given permission for use of the site and for the sale of spirituous liquors? YES NO

9. Are the spirituous liquors to be sold or served Arizona Domestic Farm Winery Products ONLY? YES NO

10. How many wine festival licenses have you applied for this calendar year, including this one? 13

Give the total number of days you have held licensed wine festivals this year 28

11. 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)

2 # Police Fencing
5 # Security personnel Barriers

Event site will be enclosed with restricted entrance

12. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your wine festival/fair licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

I, Eric Steven Glonski, hereby declare that I am the APPLICANT filing this application. I
(Print full name)
have read the application and the contents and all statements are true, correct and complete.

X [Signature]
(Signature of APPLICANT)

State of Arizona County of Yavapai
The foregoing instrument was acknowledged before me this
20 day of July, 2010
Day Month Year

My commission expires on: July 5, 2014

[Signature]
(Signature of NOTARY PUBLIC)

*** FOR USE BY LOCAL GOVERNING AUTHORITY ONLY ***

I, _____, hereby APPROVE DISAPPROVE this application on behalf of
(Government Official)

(City, Town, or County) (Title) X _____
(Signature of OFFICIAL)

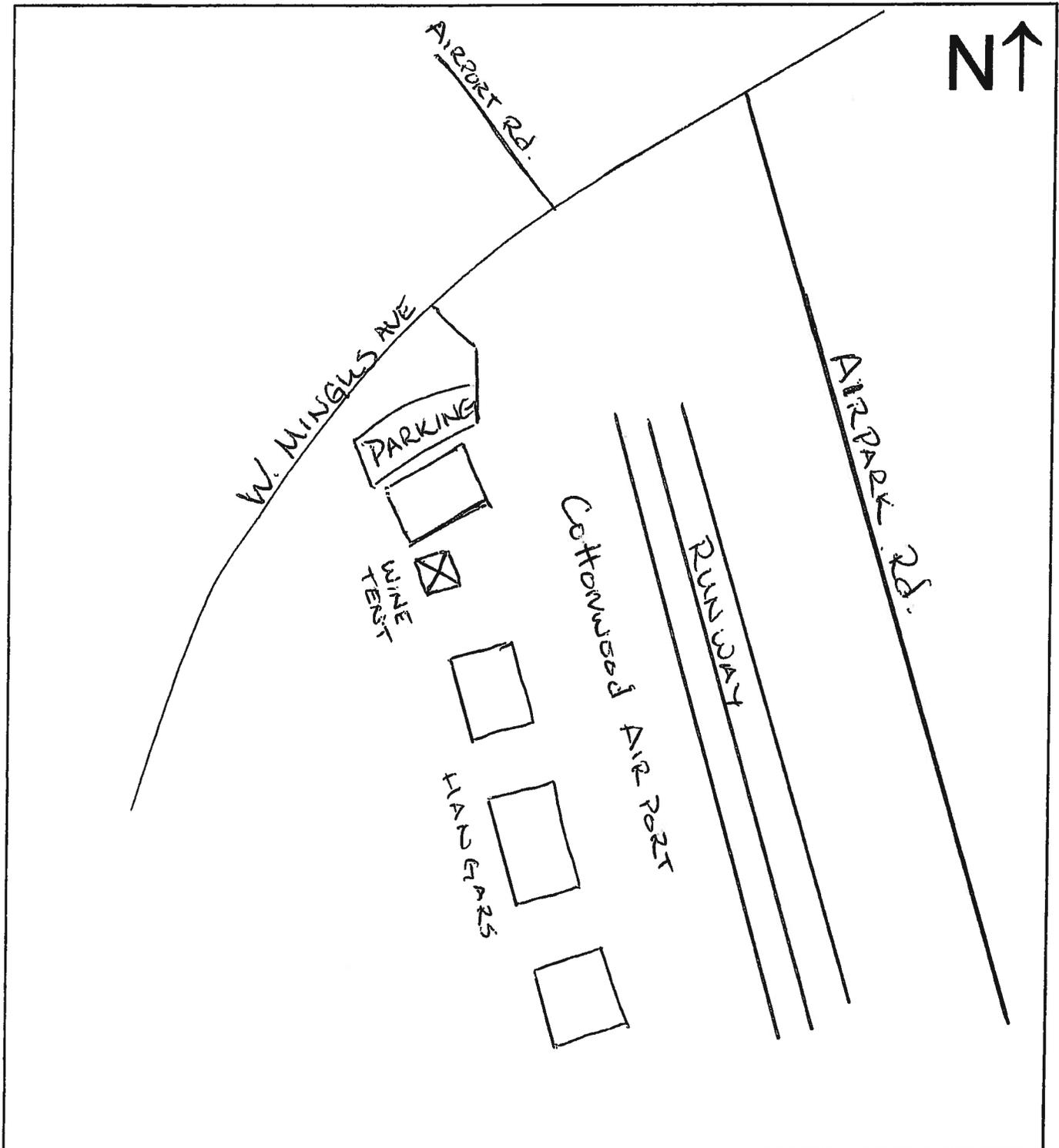
*** FOR USE BY DLLC ONLY ***

APPROVED DISAPPROVED

By: _____ Date: _____

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

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



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

APPLICATION FOR WINE FESTIVAL LICENSE/WINE FAIR LICENSE

FEE = \$15.00 per event

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

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

1. Applicant's Name: ~~Samuel~~ Pillsbury Samuel Wallace
Last First Middle

2. Business Name: Pillsbury Wine Co. North D.F.W. Lic#: 13133821
(Domestic Farm Winery License #)

3. Location of Festival: Cottonwood Airport - Cottonwood Yavapai 86326
(Physical location - Do not use PO Box) City County Zip

4. Mailing Address: 1012 N Main Street Cottonwood AZ 86326
City State Zip

5. Date and hours of festival:

DATE	DAY OF WEEK	HOURS FROM	HOURS TO
<u>Oct 16, 2010</u>	<u>Saturday</u>	<u>11:00 a.m.</u> a.m./p.m.	<u>5:00 p.m.</u> a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.

6. Name and address of site owner: City of Cottonwood
Last First Middle
827 N. MAIN STREET COTTONWOOD AZ 86326
Address City State Zip

7. Phone Numbers: (928) 634-5526 (310) 5083348 (602) 996 3239
Site Owner Applicant's Business Applicant's Residence

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

8. Has the festival site owner given permission for use of the site and for the sale of spirituous liquors? YES NO

9. Are the spirituous liquors to be sold or served Arizona Domestic Farm Winery Products ONLY? YES NO

10. How many wine festival licenses have you applied for this calendar year, including this one? 4

Give the total number of days you have held licensed wine festivals this year 1

11. 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)

2 # Police Fencing
5 # Security personnel Barriers

Event site will be enclosed with restricted entrance

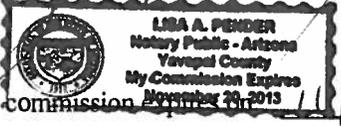
12. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your wine festival/fair licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

I, SAMUEL WALLACE PILLSBURY, (hereby) declare that I am the APPLICANT filing this application. I
(Print full name)
have read the application and the contents and all statements are true, correct and complete.

X [Signature]
(Signature of APPLICANT)

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

29 day of July, 2010
Day Month Year


My Commission Expires 11/23/2013

[Signature]
(Signature of NOTARY PUBLIC)

*** FOR USE BY LOCAL GOVERNING AUTHORITY ONLY ***

I, _____, hereby APPROVE DISAPPROVE this application on behalf of
(Government Official)

(City, Town, or County) (Title) X _____
(Signature of OFFICIAL)

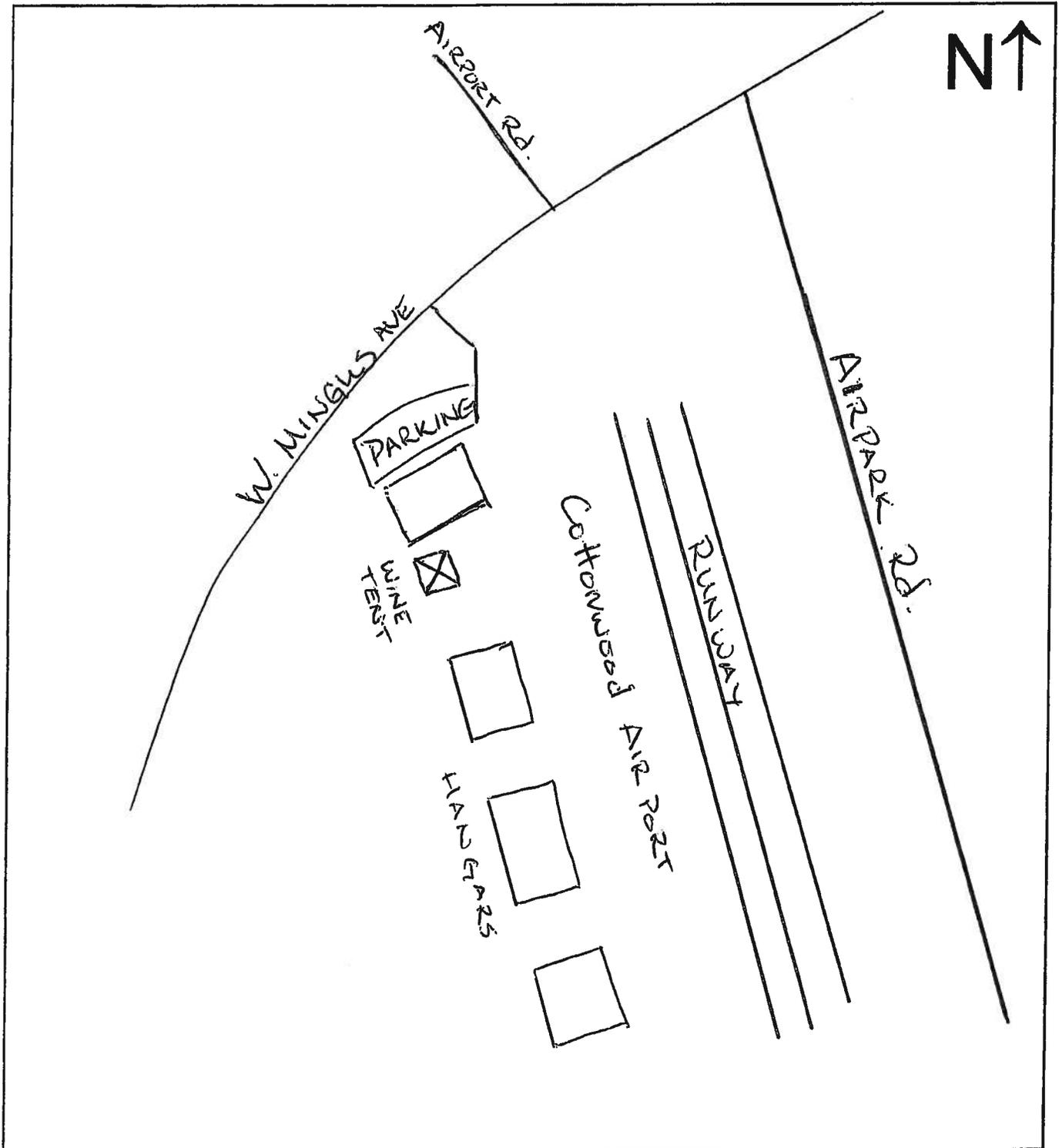
*** FOR USE BY DLLC ONLY ***

APPROVED DISAPPROVED

By: _____ Date: _____

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

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



City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: September 7, 2010

Subject: **Application for Liquor Store (Series 9) Sampling Privileges from Safeway, Inc.**

Department: City Clerk

From: Marianne Jiménez, City Clerk

REQUESTED ACTION

Council consideration of recommending approval or denial of an Application for Liquor Store (Series 9) Sampling Privileges submitted by Janice L. Martin, agent for Safeway, Inc., located at 1635 East Cottonwood Street.

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

"I move to recommend approval of the Liquor Store (Series 9) Sampling Privileges application submitted by Janice Louise Martin, agent for Safeway, Inc., located at 1635 East Cottonwood Street."

BACKGROUND

A Liquor Store (Series 9) Sampling Privileges application for Safeway, Inc. (Janice L. Martin, agent), located at 1635 E. Cottonwood Street has been received, which will allow the distribution of samples of alcoholic beverages within the store subject to certain stipulations.

The application has been posted for 20 days and no comments for or against the application have been received.

JUSTIFICATION/BENEFITS/ISSUES

All applications for Liquor Store (Series 9) Sampling Privileges 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 Arizona Department of Liquor Licenses & Control prior to their final approval of the application.

COST/FUNDING SOURCE

N/A

REVIEWED BY

City Manager:  City Attorney: 

ATTACHMENTS

Application for Liquor Store (Series 9) Sampling Privileges for Safeway, Inc.

State of Arizona
Department of Liquor Licenses and Control

800 W. Washington 5th Floor
Phoenix, Arizona 85007
(602) 542-5141

Application For Liquor Store (series 9) Sampling Privileges

Licensee's Name: Safeway Inc. Title (owner/agent): Janice L. Martin

Business Name: Safeway #2052

Current License #: 09130021

FOR DLLC USE ONLY
New License #: 09130021S

Physical Location of Business:

1635 E. Cottonwood St. Cottonwood AZ Yavapai 86326
Street Address City State County Zip Code

Business Phone Number: (928) 634-3711 Email: Jan.Martin3@Safeway.com

I, Janice Louise Martin, understand that, upon approval, sampling privileges for the liquor license identified above will require compliance with the following:

Initial Here

- Jm 1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
- Jm 2. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
- Jm 3. The licensed retailer shall make sales of sampled products from the licensed retail premises.
- Jm 4. The licensee shall not charge any customer for the sampling of any products.
- Jm 5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
- Jm 6. Accurate records of sampling products dispensed shall be retained by the licensee.
- Jm 7. Sampling shall be limited to three ounces of beer or cooler-type products, one ounce of wine and one ounce of distilled spirits per person, per brand, per day.
- Jm 8. The sampling shall be conducted only on the licensed premises.
- Jm 9. Upon approval of this application, a series 9S liquor license will be issued and mailed to the licensee's address of record. The series 9S license must be displayed in a conspicuous public area of the licensed premises that is readily accessible for inspection by any peace officer, distributor, wholesaler or member of the public. (A.R.S. §4-261.01)
- Jm 10. Liquor store license sampling privileges are not transferable.

A.R.S. §4-206.01. Bar, beer and wine bar or liquor store licenses; number permitted; fee; sampling privileges

1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
2. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
3. The licensed retailer shall make sales of sampled products from the licensed retail premises.
4. The licensee shall not charge any customer for the sampling of any products.
5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
6. Accurate records of sampling products dispensed shall be retained by the licensee.
7. Sampling shall be limited to three ounces of beer or cooler-type products, one ounce of wine and one ounce of distilled spirits per person, per brand, per day.
8. The sampling shall be conducted only on the licensed premises.

I, Janice Louise Martin, attest that I am the OWNER/AGENT filing this application, that I have read, and assume responsibility for compliance with, A.R.S. §4-206.01(J). at the licensed establishment named on page 1, and verify all statements I have made on this document to be true, correct and complete.

Janice Louise Martin Agent 8, 3, 10
 Signature, Title Date

Notarized Signature

The forgoing instrument was acknowledged before me this 3rd of August, 2010.
day month year

Notary Public: Lois E. Joyce
Signature

My commission expires: 8 day, 4 month, 12 year

OFFICIAL SEAL
LOIS E. JOYCE
 Notary Public - State of Arizona
MARICOPA COUNTY
 My Comm. Expires April 8, 2012

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: September 7, 2010

Subject: Combined Billing for Water and Wastewater (Utility) Services; Equalized/Annualized Payment Options for Utility Services; and Providing an Opportunity for Utility Customers to Make Voluntary Contributions Toward Utility Assistance for Qualified Low-Income Utility Customers

Departments: Utilities; Finance; Administration; Legal

From: Dan Lueder, Development Services GM; Rudy Rodriguez, Administrative Services GM; Steve Horton, City Attorney; Doug Bartosh, City Manager

REQUESTED ACTION

Staff requests Council's authorization to begin issuing combined water and wastewater bills when practicable; to develop and implement an equalized/annualized payment option for water and wastewater services; and to provide an opportunity for utility customers to voluntarily contribute to a fund for utility assistance to qualified low-income utility customers.

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

"I move to authorize staff to begin issuing combined bills for water and wastewater service as soon as practicable; to develop and implement an equalized/annualized payment option for water and wastewater services; and to provide an opportunity for utility customers to contribute to a utility assistance fund for qualified low-income utility customers."

BACKGROUND

At Council's direction, Staff has been exploring the possibility of combining water and wastewater bills for customers who receive both of these services from the City, and has determined that doing so is both feasible and would constitute a potentially significant benefit and convenience for the City's utility customers. If authorized by Council, the issuance of combined water and wastewater bills would have no effect on a utility customer's obligation

to pay for each service, or the City's existing rights and remedies with respect to delinquent accounts.

Also, during the August 17, 2010 water rate hearing, it was suggested that the City might consider providing an equalized/annualized payment option for utility services, so that customers could more conveniently and predictably budget for these expenses and avoid potentially significant seasonal variations in the cost of these services (especially the cost of water service for customers with gardens). It was also suggested that the City might provide an opportunity for utility customers to make voluntary contributions toward utility assistance for qualified low-income utility customers.

As Staff indicated at the hearing, both of these suggestions are feasible, and would provide potentially significant additional benefits to at least some of the City's utility customers (including those experiencing financial hardship) at little or no cost to the City or its other utility customers.

Accordingly, Staff is requesting formal authorization from the Council to implement all three of these enhancements to the City's utility programs as soon as practicable.

JUSTIFICATION/BENEFIT/ISSUES

All three changes will either enhance or have no noticeable effect on a given utility customer's experience with the City's water and wastewater utility. And once these systems are put into place, the City's cost of administering these enhancements will be negligible or non-existent.

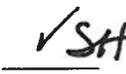
Note: It will take up to several months to modify the City's utility billing systems to accommodate these enhancements.

COST/FUNDING SOURCE

N/A

REVIEWED BY

City Manager: 

City Attorney: 

ATTACHMENTS

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: September 7, 2010

Subject: Discussion – Financial Options for CAT Transit System Operations

Department: Community Services

From: Shirley Scott, CAT Transit Manager
Richard Faust, Community Services General Manager

REQUESTED ACTION

Direction to staff regarding options available for the Cottonwood Area Transit System (CAT) involving potential cuts to service operations over the next budget cycle. Due to increased service costs for the 2010/2011 budget cycle, the lack of LTAF (Local Transportation Assistance Funding) from State Lottery Funds, coupled with reductions identified by Yavapai County by approximately 60%, staff would like direction as to options presented.

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

“I move to approve Option #3 to receive emergency funding from ADOT for one additional year to keep the system whole and to cut Saturday service.”

BACKGROUND

In March of 2010, the State of Arizona moved to pull all LTAF and LTAF II funding (Local Transportation Assistance Funds). These funds assisted local Arizona communities and counties with state shared revenues from power-ball earnings. By late June 2010, the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) and the City of Cottonwood agreed that it would be best to postpone all IGA activities for merger of CAT operations due to the economic recession. Staff set out to re-identify local share costs associated with CAT operations for the 2010/2011 budget cycle. Letters had already been sent out to both the Town of Clarkdale and Yavapai County, identifying tentative costs associated with current operations from 2009/2010 budget levels and service modules. These tentative costs were rated with the supposition that rates would stay the same across the board for each share partner due to NAIPTA's oversight and assuming of administrative costs. However, because of postponement of the IGA, costs increased for all share partners because of additional administrative operational expenses.

The following gives a breakdown of tentative share costs verses actual approved share costs for each partner:

	<u>Tentative Share Costs</u>	<u>Actual Share Costs as Approved</u>	<u>Difference</u>
Clarkdale:	\$46,981.00	\$53,572.00	\$6,591.00
Yavapai County:	<u>\$67,860.00</u>	<u>\$77,381.00</u>	<u>\$9,521.00</u>
Totals:	\$114,841.00	\$130,953.00	\$16,112.00

On July 30, 2010, the City was in receipt of a letter from A.G. “Chip” Davis, Yavapai County Supervisor stating that due to the elimination of LTAF II funding sources and reduced existing funding sources, the County would only be able to commit funding up to \$27,000 for CATS for FY 2010/2011 budget cycle. Staff therefore, set forth to identify options available for Council review in order to continue services in the Cottonwood, Clarkdale and Verde Village areas. In addition, NAIPTA staff requested opportunity to review and assist with information pertaining to potential cuts to service and possibly provide options also seeing that cuts by the County were so severe. A total shortfall of \$56,972 was identified through both share partners.

Option #1: Cut Saturday ADA services across the board throughout the entire system. Annual savings of \$13,200. In addition, cut all red, blue and green line services (fixed route cuts across the board) from 5:00 p.m. to 6:00 p.m. Monday through Friday, including no ADA Services during these times. Cost savings of \$41,085. Total savings of \$54,285. There would still be a shortfall of \$2,687. An additional savings of \$8,400 could be realized by cutting all Custodial services to the CAT system and authorizing Bus Drivers to wash and clean buses three days a week.

Option #2: With the \$27,000 cost share identified by the County, staff identified that reductions to Green line services to the Verde Villages would have to be implemented severely limiting scheduled runs to the County areas. Staff identified historical peak run times from 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 5:00 p.m. This would cut actual service operations of six (6) hours per day, Monday through Friday. Cost savings would be \$16,434. However, a reprinting of all brochures would be necessary to re-identify bus time schedules throughout the system at a cost of nearly \$6,000. In addition to the above cuts, Saturdays would also be cut totaling \$13,200. Total cost savings would be around \$29,634. Subtracting \$6,000 from this total for new brochure schedules would reduce this down to around \$23,634. Potential for additional cuts would have to be reviewed for the 2010/2011 budget cycle unless additional funding were found to assist in bringing the total amount to \$27,000.

Option #3: NAIPTA General Manager discussed the option of potentially providing emergency funding for the 2010/2011 budget cycle (1 year). NAIPTA staff would work with ADOT to review potential funding for the budget shortfall of \$56,972. Should the economy not rebound by June 30, 2011, previous suggested options would then be reviewed for implementation.

JUSTIFICATION/BENEFITS/ISSUES

Staff has put together options for Council review and requested direction. Staff feels that Option #3 would benefit citizens both within the Verde Villages, Clarkdale and Cottonwood along with providing NAIPTA with the opportunity to work closely with Cottonwood to assist with acquiring additional ADOT grant funding should sources be available.

COST/FUNDING SOURCE

Funding Sources to be reviewed and studied for best option involving funding and public service opportunities.

REVIEWED BY

City Manager: *ARB*

City Attorney: *VSH*

ATTACHMENTS

Two Attachments:

- Letter to NAIPTA from A.G. “Chip” Davis - Supervisor, District 3 of Yavapai County
- Financial Power Point Presentation – CAT System Operation

Board of Supervisors District 3



A.G. "CHIP" DAVIS
Supervisor, District 3
10 S. Sixth Street
Cottonwood, AZ 86326
(928) 639-8110

July 28, 2010

Northern Arizona Intergovernmental Public Transportation Authority
Attn: Heather Dalmolin, Senior Manager
Internal Services
3773 N. Kaspar Drive
Flagstaff, AZ 86004

Email: hdalmolin@naipta.az.gov

Re: Cottonwood Area Transit System (CATS) Budget FY 2010-2011

Dear Ms. Dalmolin:

Yavapai County adopted their tentative FY 2010-2011 budget. We felt it was an appropriate time to follow up again on your March 22, 2010 letter requesting funding for the CATS upcoming fiscal year.

Because of economic conditions, Yavapai County's funding for all programs has been reduced significantly over the last three years. Due to the reduced funding available from existing sources and the elimination of LTAF II, Yavapai County will be able to fund \$27,000 for CATS FY 2010-2011.

Through discussions, County Engineer Phil Bourdon and Ms. Shirley Scott identified two periods of service to County areas as low use. The two periods were the last hour of service for the green line and the Saturday van service. If eliminated, these two periods would reduce costs by as much as \$39,000 and still maintain service for a majority of users.

Please contact our office at 928-639-8110 if you have any questions.

Best regards,

A.G. "Chip" Davis
District 3 Supervisor

cc: Julie Ayers, County Administrator
Phil Bourdon, County Engineer
Mike Willett, Assistant Public Works Director
Shirley Scott, Transportation Manager, City of Cottonwood



**FINANCIAL OPTIONS
PRESENTATION**

SEPTEMBER 2010

Budget Set in January 2010
& ADOT Approved Budget July 2010

LOCAL SHARE	TENTATIVE	APPROVED
Yavapai County	\$67,860	\$77,381
Clarkdale	\$46,981	\$53,572
TOTAL	\$114,841	\$130,953

DIFFERENCE IN LOCAL SHARES

Yavapai County	\$ 9,521
Clarkdale	\$ 6,591
TOTAL	\$16,112

ACTUAL LOCAL SHARE AS OF 8/01/10

Yavapai County	\$ 27,000
Clarkdale	\$ 45,681
TOTAL	\$ 73,981

TOTAL SHORTFALL
\$56,972

**OPTIONS
AVAILABLE**

OPTION #1

Cut Saturday Service 9 a.m to 2 p.m.
We are already using temporary driver on Saturdays to enable us to use the regular driver more during the week, if needed.
Savings per year -- \$ 13,200

Cut Fixed Route across the board, from 5p.m. to 6p.m. Monday through Friday, including no ADA service. (Without the fixed route there is no ADA service.)
Savings per year -- \$41,085

TOTAL SAVINGS \$54,285 (\$2,687 short)

OPTION #1 (continued)

What to do with employees still requiring 40-hour work week

Wash vans 3-days a week which would cover the entire fleet.

Currently have a vendor contracted to do this, requiring 30 day notice.

Dropping this service adds an additional savings of **\$8,400.**

OPTION #2

(What can we do with \$27,000)

Reduce Green Line Service to Verde Villages

Run 4 hours, on peak times only - 7 to 9 a.m. and 3 to 5 p.m. (rather than the usual 11-hours per day)

Will continue to cost \$16,434 plus an additional \$6,000 to reprint all brochures with new schedule. ADA services will go over the remaining \$5,000 (as it costs \$19.34 per passenger but we charge customers only \$2)

Cut Saturday Service

SAVINGS \$13,200

OPTION #3

Have NAIPTA provide emergency funding to keep system whole, for 1-Year

NAIPTA will work with ADOT to see if funding of \$56,972 is viable.

If economy does not pick up, previous suggested options can be implemented.

SUMMARY

Option #1

Funding short \$2,687 unless we drop bus cleaning service, which will provide a savings of \$5,313

Pro—Operationally more efficient

Con—Reduction of service to partners who have maintained their funding levels (Clarkdale and Cottonwood)

SUMMARY

Option #2

Reduction of services provides a break even with a possible savings of \$13,200 if Saturday service is cut.

Pro—Appropriate focusing of service reductions in Yavapai County, where greatest financial shortfall was created.

Con—Less efficient operationally and confusing to the public.

SUMMARY

Option #3

Pro—Provides time to develop sustainable funding services while retaining current schedule system.

Con—Shoring up of one entities funding which other entities who provided agreed funding may find unjust.

Can not become a trend.

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: September 07, 2010
Subject: **Resolution Number 2531**
Department: Cottonwood Area Transit
From: Shirley Scott, Transportation Manager

REQUESTED ACTION

City Council to approve Resolution Number 2531 with Yavapai County to provide transportation for Yavapai County residents.

RECOMMENDED MOTION:

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

“I move to approve Resolution Number 2531 with Yavapai County to provide transportation for Yavapai County residents.”

BACKGROUND

Yavapai County’s funding has been reduced significantly over the last three years. Due to the reduced funding available from existing sources and the elimination of LTAF II Yavapai County’s support is lower this year. We have provided Yavapai County with transportation for many years. Yavapai County was consulted regarding this IGA.

JUSTIFICATION/BENEFITS/ISSUES

Cottonwood Area Transit desires to continue to contract with Yavapai County to provide transportation services to Yavapai County residents.

COST/FUNDING SOURCE:

This agreement runs from October 1, 2010 through September 30, 2011 for a lump sum of \$27,000.00 to be billed to Yavapai County as soon as possible.

Page Two

REVIEWED BY:

City Manager _____

City Attorney VSH

ATTACHMENTS

- Resolution Number 2531
- IGA for Yavapai County

RESOLUTION NUMBER 2531

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY, FOR PUBLIC TRANSPORTATION SERVICES FOR YAVAPAI COUNTY RESIDENTS.

WHEREAS, Yavapai County desires to obtain the services of Cottonwood's public transportation system for the benefit of Yavapai County residents who reside within the service area of the Cottonwood Area Transportation system; and

WHEREAS, Yavapai County is authorized to provide for public transportation pursuant to A.R.S. § 40-1152.(A); and

WHEREAS, Cottonwood is authorized to provide for and regulate public transportation pursuant to A.R.S. § 40-1152(A); and

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

WHEREAS, Cottonwood is willing to contract with Yavapai County as an independent contractor to provide public transportation services in certain unincorporated areas of the County for the benefit of County residents, with the stipulation that Cottonwood may assign to a subcontractor or other public agency part or all of its duties and responsibilities for the operation and management of the transit system;

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

THAT, the Intergovernmental Agreement with Yavapai County to provide transit services to Yavapai County residents who reside within the service area of the Cottonwood Area Transportation system is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 7TH DAY OF SEPTEMBER 2010.

RESOLUTION NUMBER 2531

Page 2

Diane Joens, Mayor

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steve Horton, Esq., City Attorney

INTERGOVERNMENTAL AGREEMENT
CONTRACT FOR A PUBLIC TRANSIT SYSTEM

THIS AGREEMENT, made and entered into by and between the CITY OF COTTONWOOD, a municipal corporation of the State of Arizona, hereinafter called "Cottonwood," and Yavapai County, a political subdivision of the State of Arizona, hereinafter called "County."

WITNESSETH

WHEREAS, both parties are authorized to enter into Intergovernmental Agreements pursuant to A.R.S. §11-952; and

WHEREAS, the County is desirous of obtaining for its benefit the services of Cottonwood's public transportation system for the benefit of Yavapai County residents who reside within the service area of the Cottonwood Area Transportation boundaries; and

WHEREAS, the County is authorized to provide for, engage in, regulate public transportation pursuant to A.R.S. §40-1152.(A); and

WHEREAS, Cottonwood is authorized to provide for and regulate public transportation pursuant to A.R.S. §9-240.B(25); and

WHEREAS, Cottonwood desires to contract with the County as an independent contractor for the right to manage, operate, and maintain its own facilities in its own professional manner.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties hereto agree as follows:

I. PURPOSE OF AGREEMENT

Yavapai County hereby retains Cottonwood to promote, develop, and enhance public transportation for Yavapai County and its environs, and to render specific professional and technical services to Yavapai County. This Agreement has no effect on any other services or enterprises in which the City may engage.

II. SCOPE OF SERVICES

The primary services rendered by Cottonwood, under this Agreement, shall be as follows:

A. To provide public transportation services to the people of Yavapai County in the Verde Village and Bridgeport area for their convenience and benefit. Provided, however, that

the types and amounts of transportation services to be provided in these areas during the term of this Agreement shall be determined by Cottonwood in its sole and sound discretion, giving due consideration to the County's preferences and input.

B. To promote, develop, and enhance the continual effort toward improved public transportation through a close liaison with state agencies, membership in transportation organizations, utilization of advertising and publicity, and in all other ways to stimulate public transportation.

III. TERM

This Agreement shall be for a twelve month period commencing October 1, 2010, and ending September 30, 2011, and may be renewed upon renegotiation between Cottonwood and Yavapai County at least thirty (30) days prior to September 30, 2011.

IV. TERMINATION

In the event Cottonwood assigns to a subcontractor its duties and responsibilities enumerated herein for operation and maintenance and management of the public transportation system, this Agreement will terminate automatically sixty (60) days after execution of said subcontract. The parties shall then be free to negotiate a new Agreement for transportation services.

The parties understand that this is a service contract, and that, in the event of termination of this Agreement, neither party shall have a claim against the property of the other party for distribution of such property.

V. ANNUAL CONTRIBUTION

For the services provided for herein, Yavapai County shall pay to Cottonwood the sum of TWENTY SEVEN THOUSAND DOLLARS (\$27,000.00).

VI. CONTRACTOR'S STATUS

It is understood and agreed by the parties that Cottonwood is and shall remain an independent contractor under this Agreement.

VII. INDEMNIFICATION

A. Except as may arise out of any negligent or wrongful act by Yavapai County or any employee, officer, official, representative or agent of the County, Cottonwood does hereby covenant and agree to indemnify and hold harmless Yavapai County, its board and employees, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorney's fees, or liability of any kind, and does hereby agree to and does assume all risk in Cottonwood's performance of this agreement and shall be solely responsible and answerable for

any and all injuries to persons or property arising out of Cottonwood's performance of this Agreement.

B. Except as may arise out of any negligent or wrongful act by Cottonwood or any employee, officer, official, representative or agent of Cottonwood, Yavapai County does hereby covenant and agree to indemnify and hold harmless Cottonwood, its council and employees, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorney's fees, or liability of any kind, and does hereby agree to and does assume all risk in Yavapai County's performance of this agreement and shall be solely responsible and answerable for any and all injuries to persons or property arising out of Yavapai County's performance of this Agreement.

VIII. INSURANCE

Cottonwood shall carry sufficient insurance to cover the activities outlined in this Agreement. Cottonwood does hereby covenant and agree to include Yavapai County as an additional insured on all insurance policies in an amount of which may, from time to time, be required by the state of Arizona.

IX. SEVERABILITY

The parties agree that if any part or parts of this 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.

X. ENTIRE AGREEMENT AND MODIFICATION

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

XI. CONFLICT OF INTEREST

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

XII. ARBITRATION

In the event a dispute arises between the parties which cannot be resolved after good faith attempts at settlement, then the parties agree to submit the matter to arbitration pursuant to the Arizona Uniform Arbitration Act, §12-1501 *et seq.*

YAVAPAI COUNTY:

A. G. "Chip" Davis, Chairman
Yavapai County Board of Supervisors

Date

ATTEST:

Julie Ayers, Clerk of the Board

Pursuant to A.R.S. Section 11-952.D, the foregoing Agreement has been reviewed by the undersigned County attorney, who has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State to the County of Yavapai.

Yavapai County Attorney

Witness

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: September 07, 2010
Subject: Resolution Number 2532
Department: Cottonwood Area Transit
From: Shirley Scott, Transportation Manager

REQUESTED ACTION

City Council to approve Resolution Number 2532 with Town of Clarkdale to provide transportation for Clarkdale residents.

RECOMMENDED MOTION:

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

“I move to approve Resolution Number 2532, authorizing the City to enter into an IGA with the Town of Clarkdale for provision of transportation services to and within the Town.”

BACKGROUND

This is a contract that we have entered into for many years to provide transportation services to and within the Town of Clarkdale. The Town was consulted regarding this IGA.

JUSTIFICATION/BENEFITS/ISSUES

Cottonwood Area Transit desires to continue to contract with the Town of Clarkdale to provide transportation services to and within the Town.

COST/FUNDING SOURCE:

This agreement runs from October 1, 2010 through September 30, 2011, and provides for a lump sum payment of \$46,981.00, which will be billed to the Town as soon as possible following the approval and execution of the IGA.

Page Two

REVIEWED BY

City Manager _____

City Attorney ✓ SH

ATTACHMENTS

- Intergovernmental Agreement – Contract for a Public Transit System
- Resolution Number 2532

**INTERGOVERNMENTAL AGREEMENT FOR A PUBLIC TRANSIT SYSTEM
WITHIN THE CLARKDALE TOWN LIMITS**

THIS AGREEMENT, made and entered into by and between the CITY OF COTTONWOOD, a municipal corporation of the state of Arizona, hereinafter called "Cottonwood," and the TOWN OF CLARKDALE, a municipal corporation of the State of Arizona, hereinafter called "Clarkdale," pursuant to A.R.S. §11-951, *et seq.*

WITNESSETH

WHEREAS, Clarkdale is desirous of obtaining for its benefit the services of Cottonwood's public transportation system for Clarkdale and Cottonwood is desirous of providing such services; and

WHEREAS, Clarkdale is authorized to provide for and regulate public transportation pursuant to A.R.S. §9-240.B(25); and

WHEREAS, Cottonwood is authorized to provide for and regulate public transportation pursuant to A.R.S. §9-240.B(25); and

WHEREAS, Cottonwood desires to contract with Clarkdale as an independent contractor for the right to manage, operate, and maintain its own facilities in its own professional manner.

NOW, THEREFORE, the parties hereto agree as follows:

I. PURPOSE OF AGREEMENT

Clarkdale hereby retains Cottonwood to promote, develop, and enhance public transportation for Clarkdale and its environs, and to render specific professional and technical services to Clarkdale. This Agreement has no effect on any other services or enterprises in which the City may engage.

II. SCOPE OF SERVICES

The primary services rendered by Cottonwood, under this Agreement, shall be as follows:

a. To provide public transportation services to the people of the Town of Clarkdale for their convenience and benefit. Provided, however, that the types and amounts of transportation services to be provided within Clarkdale during the term of this Agreement shall be determined by Cottonwood in its sole and sound discretion, giving due consideration to Clarkdale's preferences and input.

b. To promote, develop, and enhance the continual effort toward improved public transportation through a close liaison with state agencies, membership in transportation

organizations, utilization of advertising and publicity, and in all other ways to stimulate public transportation.

III. TERM

This Agreement shall be for a twelve month period commencing October 1, 2010, and ending September 30, 2011, and may be renewed upon renegotiation between Cottonwood and Clarkdale at least thirty (30) days prior to September 30, 2011.

IV. TERMINATION

In the event Cottonwood assigns to a subcontractor its duties and responsibilities enumerated herein for operation and maintenance and management of the public transportation, this Agreement will terminate automatically sixty (60) days after execution of said subcontract. The parties shall then be free to negotiate a new Agreement for transportation services.

The parties understand that this is a service contract, and that, in the event of termination of this Agreement, neither party shall have a claim against the property of the other party for distribution of such property.

V. COMPENSATION, MATCHING FUNDS

a. For the services provided for herein, Clarkdale shall pay to Cottonwood the sum of FORTY SIX THOUSAND NINE HUNDRED EIGHTY ONE DOLLARS (\$46,981.00).

b. Payments shall be made monthly at the rate of one twelfth (1/12) of the above amounts.

c. Payments will commence during the second half of the month of October, 2008.

VI. REPORTING

Cottonwood agrees to report to Clarkdale on the following basis:

a. Monthly report: Cottonwood shall prepare and deliver to the Town Manager of Clarkdale fifteen (15) days after the end of each successive month, a narrative summary of accomplishments achieved during the respective month under the Agreement. Such report shall include Cottonwood's transit report of the prior month.

VII. CONTRACTOR'S STATUS

It is understood and agreed by the parties that Cottonwood is and shall remain an independent contractor under this Agreement.

VIII. INDEMNIFICATION

a. Except as may arise out of any negligent or wrongful act by Clarkdale or any employee, officer, official, representative or agent of Clarkdale, Cottonwood does hereby covenant and agree to indemnify and hold harmless Clarkdale, its board and employees, individually and collectively, from all fines, suits, claims, demands, actions costs, obligations, attorney's fees, or liability of any kind, and does hereby agree to and does assume all risks in Cottonwood's performance of this Agreement and shall be solely responsible and answerable for any and all injuries to persons or property arising out of Cottonwood's performance of this Agreement.

b. Except as may arise out of any negligent or wrongful act by Cottonwood or any employee, officer, official, representative or agent of Cottonwood, Clarkdale does hereby covenant and agree to indemnify and hold harmless Cottonwood, its council and employees, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorney's fees, or liability of any kind, and does hereby agree to and does assume all risks in Clarkdale's performance of this Agreement and shall be solely responsible and answerable for any and all injuries to persons or property arising out of Clarkdale' performance of this Agreement.

IX. CONFLICT OF INTEREST

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

X. NON-DISCRIMINATION

The parties and any subcontractors shall comply with Executive Order 99-4 (dated January 29, 1998) concerning non-discrimination in government contracting.

XI. SEVERABILITY

The parties agree that if any part or parts of this 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.

XII. ENTIRE AGREEMENT AND MODIFICATION

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

XIII. ARBITRATION

In the event a dispute arises between the parties which cannot be resolved after good faith attempts at settlement, then the parties agree to submit the matter to arbitration pursuant to the Arizona Uniform Arbitration Act, §12-1501 *et seq.*

XIV. EFFECTIVE DATE

This Agreement shall be effective on October 1, 2010, or on the date it is fully executed by the parties, whichever is later. This Agreement shall be filed in the office of the Yavapai County Recorder.

IN WITNESS WHEREOF, this Agreement is executed on the date and year below written.

CITY OF COTTONWOOD:

Diane Joens, Mayor

Date

ATTEST:

Marianne Jiménez, City Clerk

Pursuant to A.R.S. §11-952.D., the foregoing Agreement has been reviewed by the attorney for the City of Cottonwood, who has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State to the City of Cottonwood.

Attorney For The City of Cottonwood

TOWN OF CLARKDALE:

Doug VonGausig, Mayor

Date

ATTEST:

Town Clerk

Pursuant to A.R.S. §11-952.D., the foregoing Agreement has been reviewed by the attorney for the Town of Clarkdale, who has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State to the Town of Clarkdale.

Attorney for the Town of Clarkdale

RESOLUTION NUMBER 2532

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF CLARKDALE, ARIZONA, FOR PUBLIC TRANSPORTATION SERVICES FOR CLARKDALE RESIDENTS.

WHEREAS, the Town of Clarkdale desires to obtain for the benefit of its residents the services of Cottonwood's public transportation system; and

WHEREAS, Cottonwood is willing to contract with Clarkdale as an independent contractor with the stipulation that Cottonwood may assign part or all of its duties and responsibilities for the operation and management of the transit system to a subcontractor or other public entity.

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 Town of Clarkdale to provide transit service to Clarkdale residents who reside within the service area of the Cottonwood Area Transportation system is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 7TH DAY OF SEPTEMBER 2010.

Diane Joens, Mayor

RESOLUTION NUMBER 2532
Page 2

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steve Horton, Esq., City Attorney

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: September 07, 2010
Subject: Resolution Number 2534— Federal Funding for CAT through ADOT.
Department: Cottonwood Area Transit System
From: Shirley Scott, Transportation Manager

REQUESTED ACTION

City Council to approve Resolution Number 2534 with Arizona Department of Transportation to provide federal funding for the operation of the Cottonwood Area Transit System.

RECOMMENDED MOTION:

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

“I move to approve Resolution Number 2534 with the Arizona Department of Transportation to provide federal funding for the operation of the Cottonwood Area Transit System.

BACKGROUND

This agreement is a contract that we have entered into for many years for the operation of the transit system.

JUSTIFICATION/BENEFITS/ISSUES

Cottonwood Area Transit needs to continue to honor the contract with the Arizona Department of Transportation to be a partner with them in the future, for future use of transportation throughout the City of Cottonwood.

COST/FUNDING SOURCE:

This agreement is from October 1, 2010 through September 30, 2011. This agreement’s federal share is \$678,507 with the local match having three entities contributing funds.

REVIEWED BY

City Manager _____

City Attorney ✓Set

ATTACHMENTS

A.G. Contract No: KR06-0480 TRN
Resolution Number 2534

A. G. Contract No.: KR06-0480 TRN
ADOT PTD File No.:JPA 06-010T
AMENDMENT FOUR
TRACS:
Project: Rural Public Transportation
Federal Transit Administration (FTA)
FTA Grant No.: AZ-18-X041 FY 2010
Section 5311 Transit-Cottonwood

AMENDMENT FOUR
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF COTTONWOOD

THIS AGREEMENT is entered into _____, 2010, **Amendment Four** to JPA 06-010T, AG Contract No. KR06-0480TRN, filed with the Secretary of State under No. 28370 (the "Agreement"), pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the CITY OF COTTONWOOD (the "Contractor").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City of Cottonwood is empowered by Arizona Revised Statutes Section 28-367 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City of Cottonwood.

The parties have determined it is necessary to amend the Agreement to update the contractor, funding dates, amounts and to add two provisions. The grant number shall also be changed.

THEREFORE, in consideration of the mutual agreements expressed herein, the Agreement is amended as follows:

The FTA grant number is changed to: AZ18-X041

I. Recitals

Paragraph I - Contractor is changed from Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to the City of Cottonwood

Paragraph II - Contractor is changed from Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to the City of Cottonwood

Paragraph 3 - III - funding time period is changed to 1 October, 2010, through 30, September 2011

Paragraph 4 - Contractor is changed from Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to the City of Cottonwood

Paragraph 4 - funding amount is changed to \$678,507

II. Scope of Work

Paragraph 1a - Contractor is changed from Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to the City of Cottonwood

Paragraph 1a - funding amount is changed to: \$678,507

Paragraph 1b - date is changed to 30, December 2010

Paragraph 2 - Contractor is changed from Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to the City of Cottonwood

Paragraph 2b - funding amount is changed to \$678,507

Paragraph 2c - local match is changed to \$308,556

Paragraph dii - Contractor is changed from Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to the City of Cottonwood

Paragraph 2diii - billing is changed to monthly

III. Miscellaneous Provisions

Paragraph 1 - Contractor is changed from Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to the City of Cottonwood

Paragraph 4 - Contractor is changed from Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to the City of Cottonwood

Paragraph 5 - Contractor is changed from Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to the City of Cottonwood.

Paragraph 11 - Contract Issues mailing address is changed to: City of Cottonwood, Shirley Scott, 827 N. Main Street, Cottonwood, AZ 86326

Paragraph 11 - Reimbursement mailing address is changed to: City of Cottonwood, Shirley Scott, 827 N. Main Street, Cottonwood, AZ 86326

III. Miscellaneous Provisions

Add provision #12

The provisions of Arizona Revised Statutes Section 41-4401 pertaining to E-Verify and Federal immigration laws and regulations relating to employees are applicable to this Agreement.

Add provision #13

The provisions of Arizona Revised Statutes Section 35-397, certifying that contractor does not have scrutinized business operations in either Sudan or Iran is applicable to this Agreement.

EXCEPT AS AMENDED herein, ALL OTHER terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this **Amendment Four** the day and year first above written.

CITY OF COTTONWOOD

**STATE OF ARIZONA
Department of Transportation**

By _____
DIANE JOENS, Mayor

By _____
JENNIFER TOTH, Director
Multimodal Planning Division

ATTEST:

By _____
MARIANNE JIMENEZ, City Clerk

JPA 06-010T

Amendment Four

APPROVAL OF CITY OF COTTONWOOD

I have reviewed the above referenced proposed intergovernmental agreement, BETWEEN the DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, and the CITY OF COTTONWOOD and declare this agreement to be in proper form and within the powers and authority granted to THE CITY OF COTTONWOOD under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this _____ day of _____, 2010.

Attorney for City of Cottonwood

BUDGET SUMMARY

	As Available	5311 Application Total				Total
	Capital - 93 / 7	Capital - 80 / 20	Operating	Administration	Training	
Fare Revenues			\$228,000			\$228,000
Other Operating Revenues			\$0			\$0
Local Share	\$10,934	\$0	\$250,946	\$46,676		\$308,556
Federal Share	\$145,261	\$0	\$346,544	\$186,702		\$678,507
TOTAL	\$156,195	\$0	\$597,490	\$233,378		\$987,063

PROJECT SUMMARY STATISTICS

	Total Expected	Line Number
Annual Ridership	42,776	(1)
Annual Miles	205,536	(2)
Annual Vehicle Service Hours	13,692	(3)
Total Operating Revenues	\$228,000	(4)
Total Non-Capital Costs (Administrative plus Operating Costs)	\$830,868	(5)
Administration as a percent of non-capital costs	43.77%	(6)
Fare Revenues / Total Operating Revenues	100%	(7)
Cost per Passenger Trip	\$ 19.42	(8)
Cost per Mile	\$ 4.04	(9)
Cost per Vehicle Service Hour	\$ 60.68	(10)
Federal Share of Non-capital costs	\$533,246	(11)
Federal Cost per Passenger Trip	\$ 12.47	(12)
Federal Cost per Mile	\$ 2.59	(13)
Federal Cost per Vehicle Service Hour	\$ 38.95	(14)

ADMINISTRATIVE BUDGET

(Whole \$ Only)

A. EXPENSES		FY 2010 Budget
Personnel	% Time	
Program Manager/Ass't Ops Manager (1 FT)		\$60,000
Other Salaries: (specify below)		
Fringe Benefits		\$38,881
SUBTOTAL PERSONNEL		\$98,881
Other Administrative Expenses		
Travel Expenses		\$2,500
Space Rental		\$0
Audit		\$1,700
Utilities		\$12,897
Marketing / Advertising		\$20,000
Printing		\$8,700
Other (specify below)		
Contracts (Finance, Info Tech, Legal)		\$85,700
SUBTOTAL OTHER ADMIN		\$131,497
Substance Abuse Program		
Collection Site(s)		\$0
Medical Review Officer		\$0
Laboratory Testin		\$0
Related Travel		\$0
SUBTOTAL SUBSTANCE ABUSE		\$3,000
B. ADMINISTRATIVE SUBTOTAL		\$233,378
The Administrative Budget, divided by the Federal share of Administrative Budget plus the Federal share of Operating Budget, cannot exceed a ratio of 40%.		43.77%
C. LOCAL SHARE (at least 20% of subtotal)		\$46,676
D. FEDERAL SHARE* (No more than 80% of subtotal)		\$186,702
E. LOCAL SHARE SOURCE:		
List each source and amount. All in-kind contributions used as part of local match must be listed as cost items in the Administrative expenses above.		
1 City of Cottonwood -56%		\$26,139
2 Town of Clarkdale - 18%		\$8,402
3 Yavapai County - 26%		\$12,135
4		
5		
SUBTOTAL LOCAL SHARE		\$46,676

OPERATING BUDGET

(Whole \$-Only)

		FY 2010 Budget
A. OPERATING EXPENSES		
Personnel		
Drivers Salaries (7 FT and 3 PT)		\$283,322
Other Salaries (specify below)		
Dispatchers (2 FT)		\$67,257
Total Fringe Benefits	40%	\$163,284
SUBTOTAL PERSONNEL		\$513,863
Other Operating Expenses		
Fuel and Oil		\$126,500
Tires, Parts, Maintenance		\$130,284
Vehicle Licenses		\$0
Vehicle Insurance		\$29,392
Uniforms		\$1,716
Other Expenses (specify below)		
Office Supplies		\$11,680
Bus Stop Maintenance		\$8,055
Radio Maintenance		\$4,000
SUBTOTAL OTHER OPERATING EXPENSE		\$311,627
OPERATING EXPENSE SUBTOTAL		\$825,490
B. OPERATING REVENUES		
Fare Revenues		\$228,000
Other Operating Revenues (includes advertising)		\$0
OPERATING REVENUE SUBTOTAL		\$228,000
C. NET OPERATING COSTS		\$597,490
(Subtract Operating Revenue Subtotal from Operating Expense Subtotal)		
D. LOCAL SHARE (at least 42% of "C")		\$250,946
E. FEDERAL SHARE (no more than 58% of "C")		\$346,544
F. LOCAL SHARE SOURCE		
List each source and amount. All in-kind contributions used as part of local match must be listed as cost items in the Administrative expenses above.		
1 City of Cottonwood - 56%		\$116,130
2 Town of Clarkdale - 18%		\$45,170
3 Yavapai County - 26%		\$65,246
4 ARRA Funding		\$24,400
5		
SUBTOTAL LOCAL SHARE		\$250,946

E. CAPITAL COST ESTIMATES

List cost estimates for all above requested items. Itemize cost estimates for any requests for vehicle rehabilitation.

Requested Item	Quantity	Unit Cost	Subtotal
26.5 Ft Length Low Floor - 19 passenger bus	1	\$ 134,000	\$ 134,000
Facility Improvements	1	\$ 22,195	\$ 22,195

TOTAL CAPITAL COST: \$ 156,195

Please submit information for both Part I and Part II match ratios.

Part I. Sliding Scale / STP Flex match Ratio

	(93% / 7%)
	Match Ratio
Federal Share	\$ 145,261
Local Share	\$ 10,934

Part II. FTA 5311 Standard Match Ratio

	(80% / 20%)
	Match Ratio
Federal Share	\$ -
Local Share	\$ -

The final match ratio will depend on the number of applications and level of funding. ADOT reserves the right to adjust the match ratios between 93% Federal / 7% Local and the standard 5311 match ratio of 80% Federal / 20% Local to provide for equitable

ATTACHMENT C CRITERIA FOR FEDERAL FUNDS

FEDERAL AND STATE REQUIREMENTS

As a Federal program, Federal legislation and a variety of Federal regulations form the foundation of how the Section 5311 program is operated. Arizona Department of Transportation (ADOT) has developed regulatory guidance on how some of these provisions are enacted in Arizona. In other cases, the requirement and language is straight from the Federal legislation and enabling regulations.

In this section, the basic Federal and State requirements are summarized. In addition to reading the abbreviated summaries in this handbook, applicants are urged to read the FTA Program Circular and the applicable Office of Management and Budget Circulars for a better understanding of the Federal requirements. These references are provided at the end of the chapter.

In Part V of the handbook, the Application Forms, applicants will see these fundamental regulations included in the application. As you complete the application, it may be useful to return to this section to get a broader understanding of the Federal or State requirement.

A. Federal Government Obligations to Third Parties

Sub-recipients must agree that without the Federal government's express written consent, the Federal government shall not be subject to any obligations or liabilities to any sub-recipient, any third party contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Project. Notwithstanding any concurrence provided by the Federal government in or approval of any solicitation, sub-agreement, or third party contract, the Federal government continues to have no obligation or liabilities to any party, including the sub-recipient and third party contractor.

B. Private Enterprise Involvement

Applicants must ensure that private-for-profit and private non-profit transit operators are given the opportunity to participate in the planning and implementation of the project to the maximum extent feasible. This includes soliciting private companies' participation in their planning process and encouraging private companies to actively participate in the planning process.

ADOT encourages all applicants to fully utilize the resources and expertise of private providers such as taxicab companies, intercity bus operators and human service transportation systems, considering the capability of these firms to provide the needed service. Purchase of service agreements or contracts with private operators are an appropriate means of providing general public transportation service.

Applicants should review local regulations to ensure that private companies are treated fairly. This includes revising or encouraging adjustments in local regulations to permit private companies to operate the applicants' services more efficiently.

Applicants should periodically review their existing services to determine if private companies can provide parts of the service, or the entire service, more efficiently. Consider the total cost of providing transportation service when comparing public and private service proposals. The subsidies provided to public and private nonprofit transportation providers such as capital assistance grants, operating subsidies, and the use of public facilities should be reflected in the cost comparisons.

Finally, applicants shall have a process in place to resolve disputes with private transportation providers.

Documentation such as letters of support, formal agreements or minutes of meetings will assist the application. The application must contain a list and description of all transportation providers in the service area including the days and hours of service, number of passengers, frequency of service, fare charged, and area served.

Requirements the applicant must meet related to private enterprise involvement are:

- **Provide Reasonable Notice to Private Operators.** The applicant must provide reasonable notice to all transportation providers in the proposed service area to inform them of the project and ascertain whether the private providers could participate in the project. This is accomplished by publishing a public notice in a newspaper of general circulation and by writing letters to providers.
 - Publish two notices of public hearings, one week apart. Schedule the date of the hearing at least five days after the second notice is published. The notice of the public hearing must include the name of the applicant, the time, date, and place of the hearing, an adequate description of the project, including the area to be served by the proposed undertaking, items to be purchased, constructed, etc. The grant proposal must be made available for public inspection. See Application Supplemental Materials for a sample Notice of Public Hearing.
 - Send letters to each private provider describing the project and providing the notice of the public hearing. These letters must be sent via registered mail.

The application must contain a copy of the notice of public hearing as published and a summary of the public hearing, together with copies of the letters sent, any exhibits and written statements submitted.

- **Privatization Policy.** The applicant must submit a local privatization policy that includes a method of resolving disputes. New projects will write privatization policies as part of their contract activities. ADOT will provide guidance to projects on this task.

C. Public Involvement

All applicants for Rural Public Transportation Program funds must hold a public hearing. Public notices shall be published in the newspaper(s) having general circulation in the vicinity of the proposed undertaking. Any public hearings should be held at a place and time generally convenient for persons affected by the proposed undertaking. The site must be accessible to the elderly and persons and/or with disabilities. Provisions should be made at the hearing for submission of written statements, exhibits, and oral statements. If requested to the ethnic makeup of the community, translators must be provided for non-English speaking persons at the hearing. A written summary of the oral proceedings must be prepared. (See Notice of Public Hearing in Application.)

D. Labor Protection Provisions

Section 13 of the Urban Mass Transportation Act of 1964, as amended, specifies that as a condition to any financial assistance, fair and equitable arrangements be made to protect the interests of

employees of transit providers, which may be affected by the project receiving such assistance. Applicants shall either (1) execute the Special Warranty developed by the U.S. Departments of Labor and Transportation or (2) request and receive approval for waiver of the required protection from the Department of Labor.

Successful applicants must provide the labor protection information required (see attached sample Listing of Recipients Eligible Surface Public Transportation Providers and Labor Representation for 13(c) in application) by no later than August in order to insure a fully executed contract by October first. ADOT is required (annually) to certify to the Department of Labor that 5311 agencies are in compliance with terms and conditions of the Special Section 13(c) Warranty.

E. Audits of State and Local Governments

State agencies are responsible for: ensuring that audits are performed pursuant to the requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations;" resolving audit findings; and bringing problems to FTA's attention. FTA does not require an annual financial audit of a sub-recipient when assistance is provided solely in the form of capital equipment procured directly by the State.

If the amount of FTA funds granted to a particular sub-recipient does not trigger the requirement for an A-133 audit, the State may still request to review the total Federal funds received by an agency to determine if, in combination their total Federal funds from all sources exceed the threshold set at \$500,000. At a minimum, ADOT requires sub-recipients to bring to the attention of the State any audit findings relevant to their use of FTA funds.

The Single Audit Act provides that: The audit shall cover the entire operations of the transit agency and departments that received Federal financial assistance during the year. A series of audits of individual departments, agencies, and establishments for the same fiscal year may be considered a single audit.

An independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits should conduct the audit.

The Auditor shall determine whether:

- The financial statements of the agency present fairly its financial position and results of its financial operation in accordance with generally accepted accounting principles.
- The agency has internal accounting and other control systems to provide reasonable assurance that it is managing Federal financial assistance program in compliance with applicable laws and regulations.
- The agency has complied with laws and regulations that may have material effect on its financial statements and on each major Federal assistance program.

The audits shall be submitted annually as part of the contract deliverables.

F. Disadvantaged Business Enterprises (DBE)

A DBE is defined by the U.S. Department of Transportation as “a for-profit small business concern 1) that is at least 51 percent owned by one or more individuals who are socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.” A “socially and economically disadvantaged individual” is further defined as any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is African American, Hispanic American, Native American, Asian-Pacific American, Subcontinent Asian American, a woman, determined to be socially and economically disadvantaged by ADOT, or a member of an additional group designated as socially and economically disadvantaged by the Small Business Administration.

The FTA states, sub-recipients who receive more than \$250,000 in various forms of FTA assistance, **exclusive of transit vehicle purchases**, must have a DBE program

Assurances: The contractor, sub-recipients (including vehicle awardees) or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requires of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the sub-recipient deems appropriate.

The Objectives of the DBE Program are: The Arizona Department of Transportation’s policy is to ensure nondiscrimination in the award and administration of DOT-assisted contracts in its highway, transit and airport financial assistance programs. To achieve this, the agency will strive:

- To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- To ensure that the DBE program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet this part’s eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
- To assist the development of firms that can compete successfully in the marketplace outside the DBE program.

Sub-recipients of Rural Public Transportation funds should take affirmative steps to ensure that socially and economically disadvantaged business enterprises participate in the performance of contracts and subcontracts. This may mean as actual transportation service providers, or as suppliers of commodities or services needed in the operation of transportation service.

Where the sub-recipient or subcontractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, ADOT may declare the sub-recipient or subcontractor in breach of contract, refer to 49 CFR pt. 26.

The ADOT Grant Administrator files annual contracting activity reports to FTA. All sub-recipients, even those not meeting the threshold, are required to calculate the DBE participation rate and submit these to ADOT. ADOT requires sub-recipients to obtain certifications from contractors that they are DBE, if applicable.

All applicants who receive preliminary approval for their project must notify ADOT Civil Rights Office and inform them of all proposed contracting and purchasing opportunities in the project, and request the Program Administrator's assistance in locating and contracting with DES.

G. Civil Rights Requirements

All sub-recipients of FTA assistance are responsible for compliance with all Civil Rights requirements applicable to transit related projects, including 49 U.S. 5332 (Nondiscrimination), Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity (EEO), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and Disadvantaged Business Enterprise (DBE) program requirements, pursuant to Executive Order 13166 and DOT policy guidance concerning recipient's responsibilities to Limited English Proficient (LEP) persons (FRAC 5010.1D pg. II.8). The sub-recipients also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

The sub-recipient agrees that it will not discriminate against any participant, employee or applicant for employment because of race, color, creed, sex, disability, age, religion, or national origin. The sub-recipient agrees to take affirmative action to ensure applicants and employees are treated without regard to their race, color, creed, sex, disability age, religion, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training. The sub-recipient also agrees to comply with any implementing requirements FTA may issue.

The sub-recipient agrees to comply with the current DBE, EEO, LEP and ADA regulation requirements identified in the respective assurances enclosed in the application package. Failure by the sub-recipient to carry out the terms of the DBE, EEO, LEP and ADA program shall be treated as a violation of the Grant Agreement.

H. FTA Charter Requirements

Under FTA's charter service regulation, 49 CFR Part 604, sub-recipients are barred from providing charter service using FTA-funded equipment or facilities if there is at least one willing and able private operator. Sub-recipient must indicate in the application if they intend to provide charter service at anytime during the contract year.

Procedures for determining if there are any willing and able operators are identified in 49 CFR 604.9 (b). This section requires a public notification process, which includes placing a notice in a newspaper of general circulation within the charter service area, with a copy to private charter operators in the same area. The notice must describe the charter service the sub-recipient seeks to provide, the days and time at which it will take place, and the type of vehicle that will be used. Requirements of the charter regulations are as follows:

- A sub-recipient may provide charter service if there is no willing and able private charter operator.
- A sub-recipient may enter into a contract with a private charter operator to supply equipment or actually provide a trip if the private operator does not have the capacity needed for the trip.
- A sub-recipient may enter into a contract with a private operator to supply equipment for a particular trip if the private charter operator lacks equipment accessible to elderly and disabled persons.
- Sub-recipients in rural areas may petition FTA for an exception if the charter service that will be provided by private operators would result in a financial or other hardship for the customer. Sub-recipients should submit hardship exception requests to their FTA regional office.
- Sub-recipients may petition FTA for authorization to provide charter service directly to the customer when private operators are not capable of providing service for special events.
- Sub-recipients may provide direct charter service for tax-exempt nonprofit social service organizations that are contracting for service for disabled persons, is a sub-recipient of funds under certain U.S. Dept. of Human Health Services (USDHHS) programs, or is State certified according to a procedure set forth in the regulation.
- Sub-recipients in rural areas may provide direct charter service for tax-exempt social service agencies that are contracting for service for elderly persons.
- Sub-recipients may provide certain types of charter service when they have a formal agreement with local willing private operators. The sub-recipient must state in its annual charter notice that it wishes to provide specified types of charter service, and must obtain the written agreement of all willing and able private operators in its service area.

If a request to any charter agency results in a negative reply, the grantee must submit a request to ADOT for approval before providing the charter service. Monitoring of this rule will be included in the annual on-site-visit review. Trip records, contracts, income statements, and marketing materials will be reviewed for any evidence of chartering in the absence of authority to do so. Lack of compliance will result in disciplinary action and a plan of correction.

I. Intercity Bus

FTA identifies intercity bus service as regularly scheduled bus service for the general public which operates with limited stops over fixed routes connecting two or more urban areas not in close proximity, which has the capacity for transporting available. Package express service may be included, if incidental to passenger transportation. Commuter service (service designed primarily to provide daily work trips within the local commuting area) is excluded from the definition.

While much of the public transportation service assisted under Section 5311 covers large distances because of the nature of the areas served, not all long distance trips are included in the definition of intercity service. Similarly, service that only stops at an intercity bus facility among other destinations within the city at either end of a route that covers a long distance, without regard to

scheduled connections, is eligible for Section 5311 assistance as public transportation, but is not an intercity feeder service.

A public entity operating or contracting for intercity bus service is not required to provide complementary paratransit service for individuals with disabilities who are unable to use the fixed route intercity bus service.

Intercity bus service is a vital link between otherwise isolated rural and small urban communities and the rest of the nation. In recent years the major intercity carriers have abandoned many less productive routes. Patronage generated in rural and small urban areas, however, appears to be important to the continuing viability of the remaining intercity routes. One objective of the funding for intercity bus service under Section 5311, therefore, is to support meaningful connections between non-urbanized areas and scheduled intercity bus service in urban areas to more distant points. Intercity services accommodate baggage carried by passengers. Another objective is to support services to meet the intercity travel needs of residents in non-urbanized areas.

J. School Bus Requirements

Under FTA's school bus requirements, set out under 49 U.S.C. 5323(f) and 49 CFR Part 605, sub-recipients may not engage in school bus operations exclusively for the transportation of students. These provisions derive from 49 U.S.C. 5302(a), which authorizes FTA assistance for mass transportation, but specifically excludes school bus service from such Federal assistance.

Section 605.3 of the regulation allows grantees to provide "tripper" service, which is mass transit service modified to accommodate the needs of school students and personnel. Buses used in tripper service must be clearly marked as open to the public. These buses may stop only at a grantee's regular service stop. All routes traveled by tripper buses must be within a grantee's regular route service as indicated in their published route schedules. The purpose of this provision is to ensure that buses acquired with Federal assistance are clearly perceived by the public as available for their use.

Moreover, Section 605.11 of the rule exempts a grantee from the prohibition on exclusive school bus operations if it engaged in school bus operations prior to August 1973 or if private operators are unable to provide adequate transportation. A request for such an exemption, with supporting documentation, should be sent to the FTA Administrator.

It should be noted that even if a grantee obtains an exemption to engage in school bus operations, the Federal transit laws do not permit support of such operations with FTA assistance. Thus, the grantee cannot use FTA funded buses in its school bus operations, or service or maintain them in a FTA funded facility.

K. Federal Motor Carrier Safety Licenses

All non-municipal operators are subject to Federal Motor Carrier Safety Regulations. Contact the Federal Highway Administration, Office of Motor Carriers, 234 North Central, Suite 330, Phoenix, AZ 85004, (602) 379-6851.

L. Grant Administration and Eligible Costs

As with all Federal grant programs, sub-recipients must comply with the following Office of Management and Budget (OMB) Circulars, and Presidential Executive Order 12372.

Applicable Circular or Executive Order for State, Local, and Tribal Governments	
OMB Circular A-102	Uniform Administrative Requirements for Grants-In-Aid to State and Local Governments
OMB Circular A-87	Cost Principles Applicable to Grants and Contracts with State and Local Governments
Executive Order 12372	Intergovernmental Review of Federal Programs
OMB Circular A-128	Audits of State and Local Governments

Applicable Circular or Executive Order for Non-Profit Organizations

Applicable Circular or Executive Order for State, Local, and Tribal Governments	
OMB Circular A-110	Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
OMB Circular A-122	Cost Principles for Non-Profit Organizations
Executive Order 12372	Intergovernmental Review of Federal Programs
OMB Circular A-133	Audits of Institutions of Higher Education and other Non-Profit Institutions

M. Drug & Alcohol Requirements

The Drug-Free Workplace Policy is part of the Federal government's effort to eliminate the use of illegal and controlled substances from the workplace. This includes any substance that alters the senses or could affect one's ability to function in one's job. The regulations affect all Federal government agencies, their contractors and their direct grant sub-recipients and/or subcontractors.

ADOT and FTA Requirements

The Arizona Department of Transportation has adopted a Drug & Alcohol-Free Workplace Policy. In addition to the Department, sub-recipients which receive FTA funds must comply with the regulations contained in 49 CFR Part 40, procedures for transportation workplace drug testing programs and 49 CFR Part 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.

Safety sensitive functions are defined as those employees who operate revenue vehicles (whether or not in revenue service), operate a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License, control the movement or dispatch of the vehicles, and maintain vehicles (unless in the case of the Rural Public Transportation programs 5311, 5307 or 5309 in an area less than 200,000 in population and contracts out such services), security personnel who carry firearms, and supervisors who could perform any of the above responsibilities.

The Implementation Guidelines for Drug and Alcohol Regulations in Mass Transit updates the document revised in August 2002 (FTA-OH-26-001-94-1). The revised Implementation Guidelines summarize and interpret Part 655. The Implementation Guidelines and the Best Practices are intended to be used together. The Implementation Guidelines communicates to readers the requirements and the Best Practices explain compliance. To obtain a copy of The Implementation Guidelines for Drug and Alcohol Regulations in Mass Transit, go to http://www.transit_safety.volpe.dot.gov

Grantee Requirements

FTA requires each employer to establish a policy that defines its Drug and Alcohol Testing Program and requires the entity's governing body to formally adopt the policy. An entity's governing body is the board of directors or highest-ranking officials. The person who is primarily responsible for implementing and managing the program usually guides development of the initial draft of the policy and presents it to the governing body for review and approval. It is generally useful to involve top management officials, union officials (if the employees are represented) and local legal counsel in reviews of the draft policy.

The policy must show proof of governing board adoption. Some entities include a header on their entire document that contains the policy number, adoption date, and appropriate signature. Other common methods include a page documenting meeting minutes, or a formal adoption page complete with signatures. Another method is to include it as an appendix.

Although policies must be changed, readopted, and redistributed to reflect significant regulatory revisions, policy re-adoption is not necessary for minor regulatory changes. The same applies to minor changes in the policy statement such as the name of the entity's new Drug and Alcohol Program Manager, Medical Review Officer (MRO), Substance Abuse Professional (SAP), collection site, or testing laboratory. Such changes are often included in an appendix and described in a form distributed to safety-sensitive employees.

Policy Statement

At a minimum, transportation operators and their subcontractors must adopt a policy which details the prohibited behaviors, testing requirements, identified sources of assistance for substance abuse problems, and the consequences for refusal to take tests and for positive drug and alcohol results.

Employee and Supervisor Education

Transportation operators must have a training program for all employees in safety sensitive positions that are compliant with the regulation. Employees must be trained prior to assuming their duties. The policy must include a community service "hot - line" telephone number and the name of a person where employees can obtain assistance. In addition, supervisors who have the responsibility and authority to refer employees for testing under reasonable cause must receive additional training in manifestations and behavioral cues indicative of drug and alcohol use and abuse.

Your application should contain a list of managers who completed supervisor training. The application package also includes Substance Abuse Program Implementation Checklist that must be completed by continuing project applicants.

Substance Abuse Testing Program

Section 5311 recipients must be in compliance with the FTA Drug & Alcohol Testing Program. Transportation operators must test employees who perform safety sensitive functions for the use of five prohibited drugs: marijuana, cocaine, opiates, phencyclidine, and amphetamines and for alcohol. There are potentially six conditions which testing is mandatory:

Pre-employment and/or Pre-duty - Testing for drugs and the receipt of a negative test result is required prior to an employee performing in a safety sensitive position and before a current employee is transferred into a safety sensitive position.

Reasonable Cause - Testing is required when an employee in a safety sensitive function is observed by a trained supervisor to be exhibiting behavior indicative of drug or alcohol abuse. Reasonable Cause testing for drugs may be done anytime a safety sensitive employee is on duty. Reasonable Cause testing for alcohol may only be done just prior to, during or immediately after an employee has performed a safety sensitive duty.

Post – Accident - Testing is mandatory when an accident results in a fatality or when an individual involved in the accident is transported for medical treatment, or any vehicle is towed from the site of the accident.

Random: The random selection of employees is conducted in a scientific manner from a pool of safety sensitive employees ensuring that the employee has the same chance of being selected for testing every time there is a random selection done; The random testing rate is set by the FTA and the testing must be spread over 12 months, unpredictable, and unannounced. Testing must be performed immediately upon notification of the employee.

Should the agency choose to retain the employee who refuses to test or has a positive drug or alcohol test result, the following additional conditions require testing of the employees:

Return-to-Duty - Testing of the employee is required after a policy violation resulting in a positive drug or alcohol test or the refusal to test. If the employer wants to return the employee to safety sensitive duties the employee must be evaluated by a Substance Abuse Professional (SAP) and once the SAP recommends the employee is ready to return to duty a negative drug and/or alcohol test must be required by the employer.

Follow-up-Testing - Any employee who has tested positive on a drug test or .04 or greater on an alcohol test must be evaluated by a Substance Abuse Professional. Upon the completion of the return to duty testing requirement, the SAP will prescribe the number of unannounced tests in addition to the usual conditions of testing that must be performed. The tests must be a minimum of 6 within the first 12 months of returning to work and can continue up to 60 months.

Reporting Procedures

Transportation operators must certify compliance and submit reports to ADOT on an annual basis as per 49 CFR Part 40. The reports shall be submitted on the appropriate form and shall consist of the requirements stated within the regulation which includes but is not limited to the number and results of drug and alcohol tests on the forms provided within the federal register or within the FTA implementation Guidelines. Failure to certify compliance or submit the required reports will result in the suspension of your system's eligibility for operating and capital funding.

Implementation in Arizona

When you implement the drug and alcohol regulations, you will affect all aspects of your operation including boards or commissions, the employee, the personnel system, and sub contractors.

If you as the grantee subcontract services, you will be responsible to ensure that sub contractors are in compliance with the regulations that will require monitoring of their programs. In addition, you must also create new contractual relationships with appropriately qualified medical experts and certified drug testing laboratories and certified alcohol testing facilities, equipment and technicians. All Arizona Rural Public Transportation projects will be required to comply with and participate in ADOT's drug and alcohol program.

For those sub-recipients without their own contracted testing programs, ADOT will assist the agency by supplying guidance.

N. Applicant Certifications and Assurances

ADOT's Multimodal Planning Division is responsible for ensuring sub-recipients compliance with applicable Federal requirements. As part of the application package, an updated set of assurances and certifications are provided to each sub-recipient. They are also made a part of the sub-recipients grant contract. All applicants must sign and agree to comply with all of the assurances listed on the application checklist. Two forms are included in Section Five of the Application Packet. The Federal Fiscal Year Certifications and Assurances must be signed by the agencies authorized representative and the agency attorney. The authorized representative only must sign the second, General Assurances.

The updated set of requirements is published annually in the Federal Register as the Fiscal Year Certification and Assurances for Federal Transit Administration Assistance Program. You can access this information through the ADOT Multimodal Planning Division website at: <http://mpd.azdot.gov/transit>.

The ADOT Multimodal Planning Division maintains signed copies of these certifications and assurances to document that the sub-recipients agree to all requirements. In addition, the ADOT Multimodal Planning Division monitors compliance with these provisions as part of its overall management of the program.

O. National Transit Database (NTD)

SAFETEA-LU requires each recipient under the section 5311 program to submit annual rural data through the NTD for each grantee containing information on annual revenue, operations, and service provided. The reporting period is 1 July through 30 June and each grantee must submit their data to ADOT no later than 1 September of each year. Grantees are required to use the report form located on the Multimodal Planning Division webpage to submit their transit data (<http://mpd.azdot.gov/transit>). As the section 5311 recipient, ADOT will compile the rural data and submit to the NTD no later than 28 October.

P. Safety and Security

As part of the Federal Transit Administration (FTA), eligible Section 5311 sub-recipients are required to comply with guidance contained in the Emergency preparedness, Response and Recovery requirements in the FTA Security Initiative. One of the requirements involves the completion of a Safety, Security and Emergency Preparedness Plan (SSEPP). During FY 2007 ADOT-Section 5311 staff is committed to explore coordinated approaches to assist sub-recipients to implement a disaster safety and emergency evacuation plan, with a focus on ensuring business continuity and providing effective evacuation support.

Safety has always been a priority for the Federal Transit Administration (FTA). The FTA has made it clear that all transit systems in the Section 5311 program must identify their role in their respective communities by being ready to respond to a crisis; be it man made or natural disaster. ADOT has the responsibility to insure that written plans are prepared and implemented.

Q. Federal Program Management References

The following references provide guidance for sub-recipient program management and sub-recipient eligibility of the Section 5311 Program, as excerpted from FTA Circular 9070.1D, October 1, 1998, as updated:

1. Federal transit laws, 49 U.S.C. §§ 5301 *et seq.* (Also, 49 U.S.C. Chapter 53).
2. Federal highway and surface transportation laws, Title 23, United States Code (Highways)
3. Transportation Equity Act for the 21st Century, Pub. L. No. 105-178 (1988)
4. Intermodal Surface Transportation Efficiency Act of 1991, Pub. No. 102-240 (1991).
5. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.
6. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d.
7. Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and scattered sections of 29 U.S.C.
8. Lobbying Restrictions, 31 U.S.C. § 1352.
9. Congressional Declaration of Policy Respecting Insular Areas, 48 U.S.C. § 1469a.
10. Executive Order No. 11246, "Equal Employment Opportunity", as amended by Executive Order no. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000 (e).
11. Department of Transportation (U.S. DOT) regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. Part 18.
12. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," 49 C.F.R. Part 19.
13. DOT regulations, "New Restrictions on Lobbying", 49 C.F.R. Part 290, modified as necessary by section 10(b) of the Lobbying Disclosure Act of 1995 (which amends 31 U.S.C. § 1352).
14. DOT regulations. "Participation of Minority Business Enterprises in Department of Transportation Programs," 49 C.F.R. Part 23.
15. DOT regulations, "Nondiscrimination on the basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27.
16. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, subpart F.
17. DOT regulations, "Transportation Services for Individuals with Disabilities ("ADA" 49 C.F.R. Part 37).

18. DOT regulations, "Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38.
19. FTA regulations, "Capital Leases," 40 C.F.R. Part 639.
20. FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661.
21. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock purchases," 49 C.F.R. Part 663.
22. FTA regulations, "Bus Testing," 49 C.F.R. Part 665.
23. Joint Federal Highway Administration / FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613.
24. Department of Treasury regulations, "Rules and Procedures for Funds Transfers," 31 C.F.R. part 205.
25. Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State and Local Governments."
26. OMB Circular A-122, Revised, "Cost Principles for Non-Profit Organizations."
27. OMB Circular A-133, Revised, "Audits of States, Local Governments, and Non-Profit Organizations."
28. Government Services Administration (GSA), "Catalog of Federal Domestic Assistance."
29. FTA circular 4220.1E, "Third Party Contracting Requirements," dated April, 2005.
30. FTA circular 5010.1D, "Grant Management Guidelines," dated 11-01-08.
31. FTA "Best Practices Procurement Manual," 10-25-96
32. GSA, "Lists of Parties Excluded from Federal Procurement and Non-Procurement Programs."
33. United States Maritime Regulations "Cargo Preference Requirements," 46 U.S.C. 1421, 46 CFR Part 381
34. Energy Conservation Requirements, 42 U.S.C. 6321 et seq., 49 CFR Part 18
35. Clean Water Requirements, 33 U.S.C. 1251
36. Federal Changes, 49 CFR Part 18
37. Recycled Products, 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873
38. Termination, 49 U.S.C. Part 18, FTA Circular 4220.1E
39. Government-Wide Debarment and Suspension, 49 CFR Part 29, Executive Order 12549
40. Breaches and Dispute Resolution, 49 CFR Part 18, FTA Circular 4220.1E
41. Disadvantaged Business Enterprise (DBE), 49 CFR Part 26
42. Program Fraud and False or Fraudulent Statements and Related Acts, 31 U.S.C. 3801 et seq, 49 CFR Part 31, 18 U.S.C. 1001, 49 U.S.C. 5307
43. Incorporation of Federal Transit Administration Terms, FTA Circular 4220.1E
44. Fly America Requirements, 49 U.S.C. 40118, 41 CFR Part 301-10
45. Dependent Guidelines for Federal Transit Administration Recipients 4702.1A
46. DOT order to address Environmental Justice in Minority Populations and Low Income Populations

RESOLUTION NUMBER 2534

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, THROUGH ITS DEPARTMENT OF TRANSPORTATION, TO PROVIDE FUNDS FOR THE OPERATION OF THE COTTONWOOD AREA TRANSIT SYSTEM.

WHEREAS, the State is empowered by A.R.S. § 28-401 and § 28-334 to enter into this Agreement; and

WHEREAS, the City of Cottonwood is empowered by A.R.S. § 48-572 to enter into this Agreement; and

WHEREAS, the Federal Transportation Equity Act, Twenty First Century (TEA-21) has made funds available to the State to obtain and provide such funds for recipients of Section 5311 Rural Public Transportation Program; and

WHEREAS, the State will provide the City of Cottonwood federal funds in an amount not to exceed \$678,507.00 for the operation of the Cottonwood Area Transit System.

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

THAT, the Agreement with the State of Arizona, through its Department of Transportation, to provide funds for the operation of the Cottonwood Area Transit System is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA, THIS 7TH DAY OF SEPTEMBER 2010.

Diane Joens, Mayor

RESOLUTION NUMBER 2534

Page 2

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steven B. Horton, Esq.
City Attorney

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: September 7, 2010
Subject: Retirement and Release of K-9 Buster to His Handler Sergeant Kevin Murie
Department: Police Department
From: Jody Fanning, Chief of Police

REQUESTED ACTION

Retirement of the K-9 Buster from the Cottonwood Police Department and approval to release Buster to his handler, Sergeant Kevin Murie.

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

"I move to authorize the Cottonwood Police Department to retire and release the Police Dog named Buster to his handler, Sergeant Kevin Murie; provided that upon Buster's release from the Department, the City of Cottonwood will be relieved of any future liability for any actions of this animal."

BACKGROUND

Cottonwood Police Department's senior canine "Buster" has served the City of Cottonwood for over six years. Buster served with Officer Von Lienen for the first four years and when Officer Von Lienen resigned from the Department in November, 2008, Sgt. Murie tested for the K-9 Unit, succeeded and took over as Buster's handler. Sergeant Murie has remained Buster's handler until his recent promotion to sergeant. With the health issues and the age of Buster, the Department felt that Buster should be retired and Sergeant Murie would no longer be involved with the K-9 Unit. The Department has recently submitted a grant to the Yavapai Community Foundation requesting funding to purchase a replacement canine for the retiring Buster and if awarded the funding the Department will test for a new handler.

JUSTIFICATION/BENEFITS/ISSUES

Though Buster has served the City of Cottonwood with acclaim, he is now over eight years old and has gone through two major surgeries in the last six months. The last surgery resulted in the removal of his spleen. Now, if Buster was to get hurt in any manner, there would always be a good possibility that his body would not be able to heal or fight off infection. With this in mind, it is the Department's desire to retire and release Buster to his handler, Sergeant Kevin Murie, who has housed, cared for and trained

this canine for the last several years. This allows Buster to retire to a comfortable familiar environment and relieves the City of any legal concerns regarding Buster's behavior after leaving our care.

COST/FUNDING SOURCE

There is no cost involved in retiring K-9 Buster.

REVIEWED BY:

City Manager: AB

City Attorney: SH

ATTACHMENTS

- Contract to release Buster



Party Receiving Dog: **KEVIN MURIE**

Name of Dog: **BUSTER**

The receiver of the above described dog fully understands that the dog is a specially trained full service police dog, and the receiver agrees to assume all risks of ownership of the dog and agrees to indemnify, release and hold harmless the City of Cottonwood for any future liability for any actions of the dog to the receiver or any third parties, and there are no warranties nor any representations made concerning the dog and that the dog is received "as is".

Receiver

Date

Representative for the City of Cottonwood

Date

State of Arizona)
)SS:
County of Yavapai)

On this, the _____ day of _____, 20 ____, before me a notary public, the undersigned officer, personally appeared **Kevin Murie**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public Signature

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: September 7, 2010
Subject: Yavapai County Community Foundation 2010 Canine Grant Award
Department: Police
From: Chief Jody Fanning

REQUESTED ACTION

Acceptance of the Chief of Police signing the attached Yavapai County Community Foundation (YCCF) "Grant Agreement" for \$5,000 to assist in the purchase of a new narcotics canine to replace the retiring Buster and assist with veterinary expenses.

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

"I move to approve the Yavapai County Community Foundation Grant Agreement, Contract Number 20111921, and authorize the Police Chief to sign said contract."

BACKGROUND

The Cottonwood Police Department submitted and has been awarded a grant through the YCCF. This funding is to assist in purchasing a new narcotics canine to replace the retiring Buster and to also assist in paying for veterinary expenses. This contract is to be signed by Chief Fanning and returned. The YCCF has been instrumental in keeping the Department's K-9 Unit successful. Throughout the last few years they have helped purchase canines, pay for training, training equipment, purchase a light weight bite suit and assisted in veterinary expenses.

JUSTIFICATION/BENEFITS/ISSUES

This grant helps maintain the Department's K-9 unit. Acceptance of this grant will allow the Department to go forward in purchasing a narcotics canine to replace Buster. The Department has been down to one (1) K-9 Unit since the beginning of 2010 and it would be ideal to be back to a two (2) K-9 Unit again. The requested funding for veterinary expenses assists with paying for the canine's annual check-ups, shots and miscellaneous medical expenses. .

Page 2

COST/FUNDING SOURCE

Funding is from the Yavapai County Community Foundation.

REVIEWED BY:

City Manager: 

City Attorney: 

ATTACHMENTS

Award letter
Grant Agreement.



August 23, 2010

Mr. Chris Christensen
Cottonwood Police Department
199 S. 6th Street
Cottonwood, AZ 86326

Re: Grant #: 20111921

Dear Mr. Christensen,

Congratulations! The Arizona Community Foundation (ACF), on behalf of Yavapai County Community Foundation (YCCF), is pleased to approve a grant of \$5000 from Law Enforcement Canine Fund to Cottonwood Police Department.

Within the next two weeks, an YCCF Advisory Board member or staff member will be in contact to schedule a check presentation to you and your Board of Directors during the months of September or October 2010.

Funds are expressly earmarked for the project entitled, "To purchase and train one (1) narcotics canine and veterinary expenses". The Foundation requests that you submit a final report at the conclusion of the project. You will be notified one month prior to the required submission date and the report format will be provided at that time. Please note that timely receipt of the final evaluation is required when determining eligibility for future grants. A six-month progress report is no longer required.

Payment shall be made upon executing and returning the enclosed grant agreement with the conditions attached thereto. **The Foundation requests that you sign and return the attached grant agreement no later than September 1, 2010. Please fax the grant agreement to the attention of Mallory Holguin, ACF Programs Assistant, at 602.381.6248.**

If you have any questions, please contact Tracey McConnell, YCCF Grants & Operations Coordinator, at 928.499.9795 or tmccconnell@azfoundation.org. If you wish to know the committee's comments, they are retained through September 30, 2010.

We wish you and Cottonwood Police Department every success with the project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Traci Corey'.

Traci Corey
Manager, North Central Region | Yavapai County Community Foundation



GRANT AGREEMENT

Date: August 23, 2010

Grantor: Arizona Community Foundation (ACF), on behalf of Yavapai County Community Foundation (YCCF)

Grant recipient: Cottonwood Police Department
Grant Number: 20111921

Grant Period: September 2010 to June 2011

Grant Amount: \$5000

Special Conditions:

Final Report Due: TBD

As consideration for the grant, the Grantee agrees to the following conditions:

- 1. Use of Grant Money.** The Grantee shall use the Grant Money only for the Project, in accordance with the proposal and budget previously submitted to and approved by the Yavapai County Community Foundation (YCCF). The Grantee shall not make any significant change in the Project without the prior approval of YCCF. At the end of the grant period, the Grantee shall promptly return to YCCF any unused portion of the Grant Money.
- 2. Reports.** The Grantee shall submit a written, final report on the accomplishments of this Project as well as an accounting of expenditure of grant funds. Reporting and documentation required by YCCF shall be provided as outlined in the Grantee Final Report. The Grantee shall provide YCCF with copies (if available) of any press releases, photographs and published material about the Grant Money and the work it made possible.
- 3. Meeting Requirement.** The Grantee may be asked to attend a meeting at YCCF, to be set later, to discuss your project. Discussions on capacity building in the future and other topics will also take place.
- 4. Publicity.** You will allow YCCF to review and approve the text, including quotes, of any proposed publicity concerning this grant *prior* to its release. ACF and YCCF may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in ACF's or YCCF's periodic public reports, newsletters, news releases or any other printed materials distributed by the Foundations. Please ensure that all publicity (including printed material, press releases and Web sites) states "*funding provided by the Yavapai County Community Foundation, an affiliate of the Arizona Community Foundation*" If you require an electronic copy of ACF's or YCCF's official logo please contact ACF's Marketing/Communications department at 800.222.8221.

5. **Retention of Records.** The Grantee shall keep all financial records pertaining to the Project for at least four years and shall make such records available to YCCF at reasonable times upon the YCCF request.
6. **Revocation of Grant Money.** The Grantee must return all unexpended grant funds immediately upon request by YCCF if (1) the Foundation, at its sole discretion, determines that the Grantee has not performed in accordance with this Agreement, or (2) the Grantee loses its exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code" and is classified as other than a private foundation under Section 509(a) of the IRS Code.
7. **Grant Does Not Create a Partnership.** The Grantee shall not in any manner indicate, nor shall the grant or any documents related thereto be in any manner deemed to create or construed as creating, any kind of partnership, joint venture or other similar relationship between YCCF and the Grantee or other party. YCCF shall not be deemed in any manner responsible for the debts, liabilities or other obligations of the Grantee, including any such debts relating to this Project.
8. **Amendment.** This Grant Agreement shall not be amended or revised except by a written document signed by the parties hereto.
9. **Changes or Problems Occurring During Grant Year.** Any changes or problems in the Grantee Agency that affects the Project must be reported to YCCF immediately.

The parties have entered into this Grant Agreement as of the day and year first above written.

**Arizona Community Foundation, on behalf
of Yavapai County Community Foundation**

By:



Deborah Whitehurst, COO

The Grantee

By:

Name/Title

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: September 7, 2010

Subject: **Special Event Liquor License Applications for the Cottonwood Chamber of Commerce for the Rhythm 'N Ribs Event and a Business Networking Event.**

Department: City Clerk

From: Marianne Jiménez, City Clerk

REQUESTED ACTION

Council consideration of recommending approval or denial of Special Event Liquor License Applications submitted by Lana Tolleson, applicant for the Cottonwood Chamber of Commerce for the Rhythm 'N Ribs event scheduled for October 2, 2010, at the Cottonwood Kids' Park located at 350 South 12th Street, and for a business networking event scheduled for October 21, 2010, at 580 Highway 89A (Pandora's Game Box) in Cottonwood.

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

"I move to recommend approval of the Special Event Liquor License Applications for Lana Tolleson, applicant for the Cottonwood Chamber of Commerce for events scheduled for October 2, 2010, and October 21, 2010."

BACKGROUND

Lana Tolleson has requested approval of a Special Event Liquor License Application for the Rhythm 'N Ribs event scheduled for October 2, 2010, at the Cottonwood Kids' Park located at 350 South 12th Street, and for a business networking event scheduled for October 21, 2010, at 580 Highway 89A in Cottonwood.

Note that these applications are listed under New Business due to a conflict of interest arising from Vice Mayor Pfeifer also serving as a board member of the Chamber of Commerce. The conflict of interest precludes her voting on these applications and thus prevents them being listed on the Consent Agenda.

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: ✓SH

ATTACHMENTS

Special Event Liquor License Applications for the Cottonwood Chamber of Commerce.

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 16 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.

Name Cottonwood Chamber of Commerce 100%
Percentage

Address 1010 S. Main Street, Cottonwood, AZ 86326

Name _____
Percentage

Address _____
(Attach additional sheet if necessary)

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

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

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

36 # Police Fencing
_____ # Security personnel Barriers

Staff personal trained and aware of state liquor laws and will enforce. City Police patrolling and enforcing front door and serving area.

Signs will be posted on site stating current liquor laws.

4 - ID Stations (checking identification and using wrist bands)

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

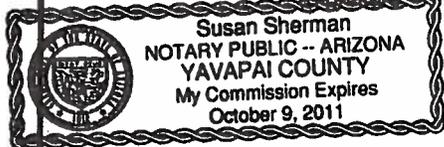
Name of Business () _____
Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

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

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

X Lana Tolleson President/CEO 8/27/10 (928) 634-7593
(Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Yavapai

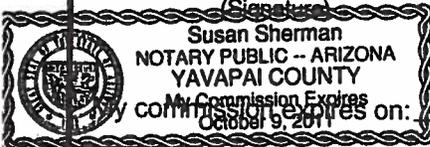
The foregoing instrument was acknowledged before me this 27 8 2010
Day Month Year

My Commission expires on: 10-9-11 Susan Sherman
(Date) (Signature of NOTARY PUBLIC)

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

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

X Lana Tolleson State of Arizona County of Yavapai
(Signature) (Title/Position) (Date) (Phone #)



The foregoing instrument was acknowledged before me this 27 8 2010
Day Month Year

My Commission expires on: 10-9-11 Susan Sherman
(Date) (Signature of NOTARY PUBLIC)

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

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____
(Title) (Date)

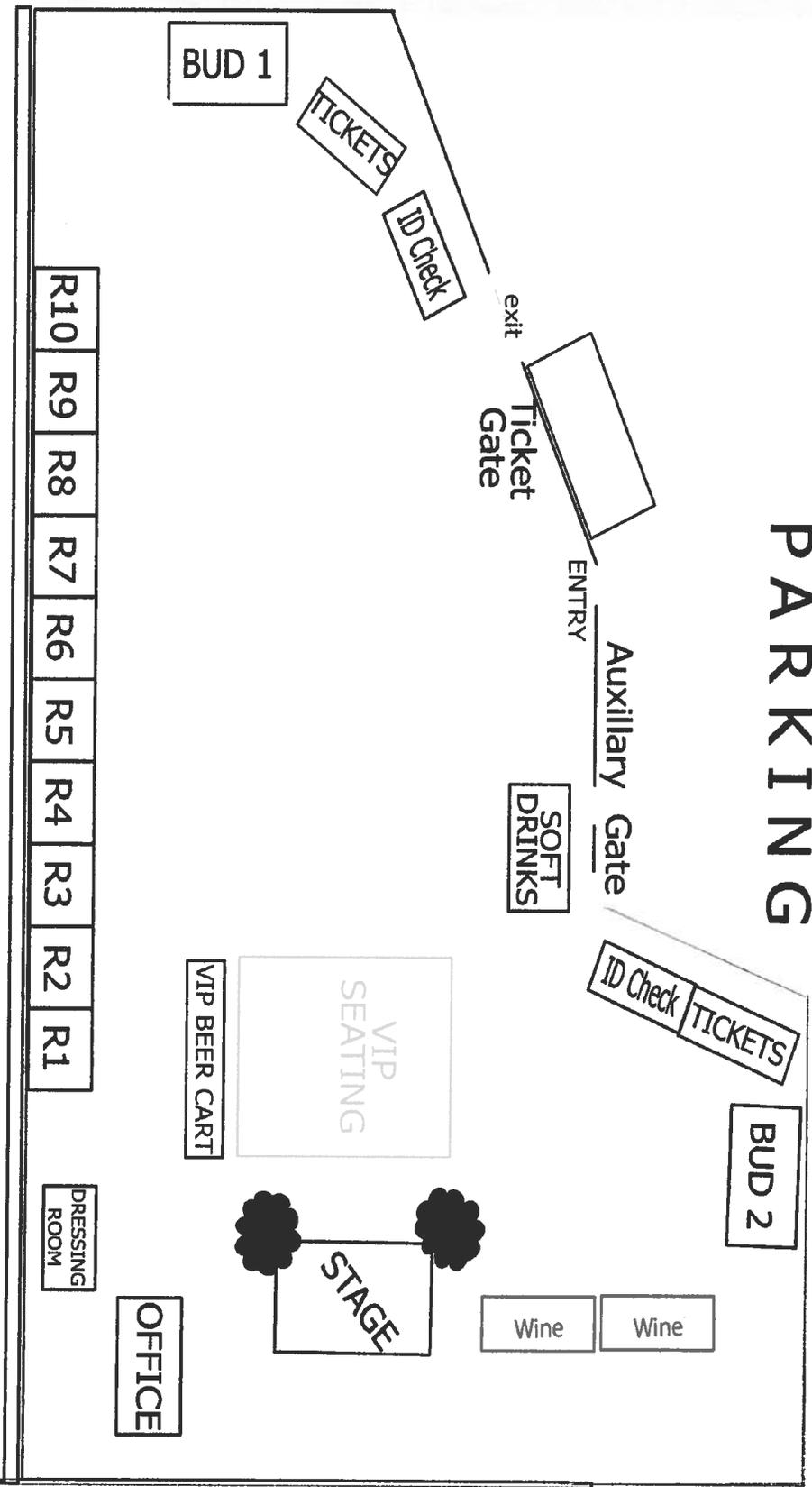
PARKING

DRIVEWAY

PARKING

DRIVEWAY

BIRCH



12TH STREET

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 7 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.

Name Cottonwood Chamber of Commerce 100%
Percentage

Address _____

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
2 # Security personnel Barriers

Staff personal trained and aware of state liquor laws and will enforce. Security at front door and serving area. Event is being held at a place of business.

Signs will be posted on site stating current liquor laws.

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

(ATTACH COPY OF AGREEMENT)

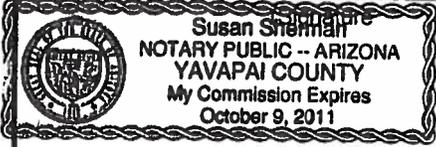
Name of Business () _____
Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

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

18. I, Lana Tolleson declare that I am an Officer/Director/Chairperson appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Lana Tolleson President/CEO 8/27/10 (928) 634-7593
(Title/Position) (Date) (Phone #)



State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this
27 Aug 2010
Day Month Year

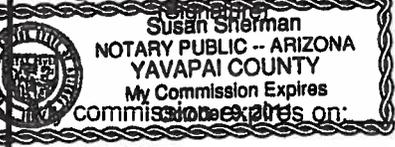
My Commission expires on: 10-9-11
(Date)

Susan Sherman
(Signature of NOTARY PUBLIC)

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

19. I, Lana Tolleson declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Lana Tolleson State of Arizona County of Yavapai
The foregoing instrument was acknowledged before me this



10-9-11
(Date)

27 Aug 2010
Day Month Year
Susan Sherman
(Signature of NOTARY PUBLIC)

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

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

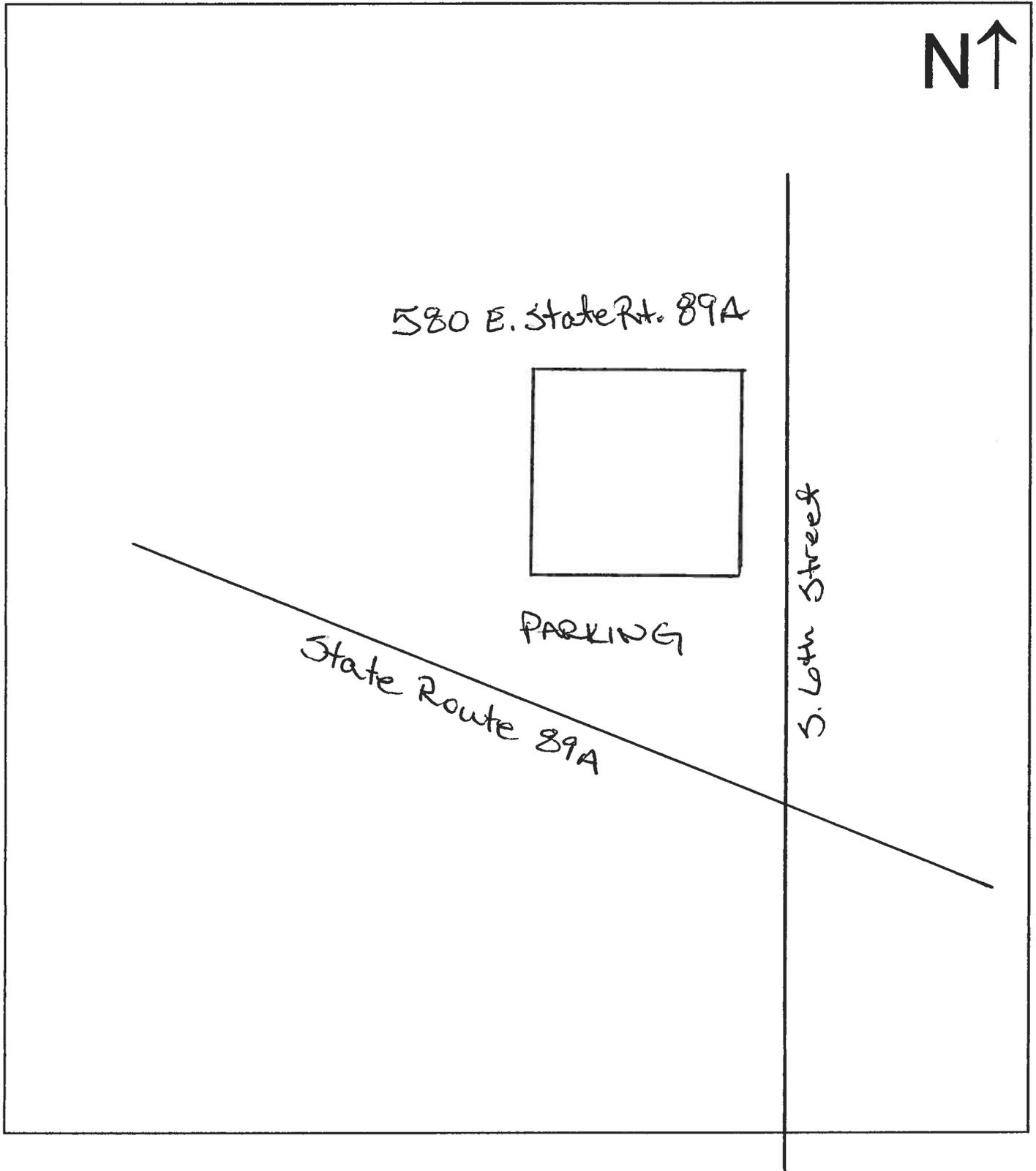
(Employee) (Date)

APPROVED DISAPPROVED BY: _____

(Title) (Date)

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

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



CLAIMS REPORT OF SEPTEMBER 7, 2010

FUND TOTAL	VENDOR NAME	DESCRIPTION	TOTAL
			\$0.00

CLAIMS EXCEPTIONS REPORT OF SEPTEMBER 7, 2010

FUND	VENDOR NAME	DESCRIPTION	TOTAL
All	City of Cottonwood	PAY DATE 08/20/10	\$400,799.83
All	City of Cottonwood	PAY DATE 09/03/10	\$403,891.21
All	Arizona Public Employers Health Pool	Premiums August 2010	\$135,975.44
Utilities	Hennesy Equipment	PO 18856 Repair Pump	\$18,990.88
Gen Utilities	Hill Brothers Chemical	Chemicals	\$7,706.11
Gen	Larry Green Chevy	Reimbursement	\$8,411.82
Hurf	R & T Repair	Vehicle Maintenance	\$7,804.37
All	United Fuel	Fuel	\$8,980.99
Gen	VV Chamber of Commerce	Bed Tax July 2010	\$7,166.25
All	APS	Utilities	\$18,558.71
Gen	First In Inc.	Fire Hose	\$5,975.31
Gen	Mobile Concepts Technology	PO 18862 Netmotion System	\$9,900.00
Capital	Southern Aluminum Manufacturing	PO 18758 - Table for Rec Center	\$24,563.04
All	APS	Utilities	\$8,342.96
Utilities	HD Supply- Waterworks	Quail Canyon Well & PO 18858	\$6,175.96
Utilities	Pender Engineering	Quail Canyon Well	\$5,250.00
Gen	Richardsons LLC	Custodial	\$16,927.31
Capital	Rocky Construction	PO 18857 Court Driveway	\$14,934.00
Gen	Stabilizer Solutions	PO 18861 Infield Mix	\$5,902.22
Gen	William Morris Endeavors	Rhythm & Ribs - Band	\$7,500.00
TOTAL			\$1,123,756.41