

## A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD OCTOBER 19, 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 TO THE FLAG
- IV. READING OF COUNCIL'S MISSION & VISION STATEMENT.
- V. 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.
- VI. 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.
- VII. APPROVAL OF MINUTES—REGULAR MEETING OF OCTOBER 5, 2010.

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

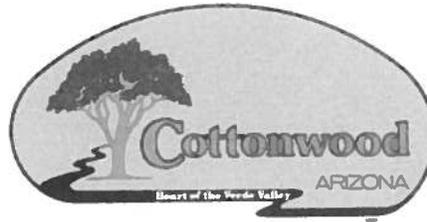
- VIII. UNFINISHED BUSINESS.
  1. ORDINANCE NUMBER 567—AMENDING THE COTTONWOOD CITY CODE BY ADDING A NEW SECTION 13.28, BACKFLOW PROTECTION AND PREVENTION CODE, TO TITLE 13, PUBLIC SERVICE; SECOND AND FINAL READING.
- IX. CONSENT AGENDA—The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.
  1. RESOLUTION NUMBER 2543—APPROVING A LIBRARY SERVICES AGREEMENT WITH THE YAVAPAI COUNTY LIBRARY DISTRICT TO PROVIDE LIBRARY DISTRICT FUNDS AND BOOKS.
  2. AGREEMENT WITH THE VERDE VALLEY SENIOR CITIZENS ASSOCIATION TO PROVIDE FUNDING TO SUPPLEMENT THE SENIOR SERVICES AND PROGRAMMING OFFERED AT THE VERDE VALLEY SENIOR CENTER.

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3. AGREEMENT WITH THE OLD TOWN ASSOCIATION FOR THE PROMOTION, DEVELOPMENT, AND ENHANCEMENT OF OLD TOWN COTTONWOOD.
  4. WINE FESTIVAL LIQUOR LICENSE APPLICATIONS FROM ALCANTARA L.L.C., FREITAS VINEYARD, JAVELINA LEAP VINEYARD & WINERY, JEROME WINERY, AND PAGE SPRINGS CELLARS, FOR THE WALKIN' ON MAIN/CITY OF COTTONWOOD 50TH ANNIVERSARY EVENT SCHEDULED FOR NOVEMBER 13, 2010, IN OLD TOWN.
  5. ACCEPTANCE OF A RIGHT-OF-WAY THROUGH THE KINDRA HEIGHTS SUBDIVISION FOR ACCESS TO A CITY WELL SITE.
- X. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
1. MEMORANDUM OF UNDERSTANDING WITH THE NORTHERN ARIZONA COUNCIL OF GOVERNMENTS FOR THE DEVELOPMENT OF THE BUSINESS ASSISTANCE CENTER PROGRAM AND SERVICES.
  2. RELEASE OF LOT 28 FROM THE THIRD PARTY TRUST HELD WITH READ HOMES FOR THE MESQUITE HILLS SUBDIVISION PHASE I.
  3. AWARD OF A PROFESSIONAL SERVICES CONTRACT TO IXP CORPORATION TO COMPLETE A FACILITY AND EQUIPMENT NEEDS STUDY FOR A NEW EMERGENCY COMMUNICATIONS CENTER IN THE AMOUNT OF \$75,000.
  4. INTER-LOCAL CONTRACT FOR COOPERATIVE PURCHASING BETWEEN THE CITY OF COTTONWOOD AND THE HOUSTON-GALVESTON AREA COUNCIL FOR THE PURCHASE OF A FIRE APPARATUS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL'S COOPERATIVE PURCHASING PROGRAM.
- XI. CLAIMS & ADJUSTMENTS
- XII. ADJOURNMENT

Pursuant to A.R.S. § 38-431.02(B) the Council may vote to go into executive session on any agenda item pursuant to A.R.S. § 38-431.03(A)(3) and (4) (7) for discussion and consultation for legal advice or negotiations for the purchase, sale or lease of real property with the City Attorney.

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.



## **Mission Statement**

“The City of Cottonwood through ethical, accountable, and professional leadership and collaboration enhances quality of life for our diverse community while preserving our unique environment and character.”

## **Vision Statement**

“The City strives to maintain a uniquely desirable and sustainable community. We are unique because of our people, our grand natural resources, public amenities, leadership, diversity, and hometown atmosphere. We will continue to conserve, preserve, and manage our precious resources, including the Verde River and its unique riparian habitat. We will enhance our position as the economic center for the Verde Valley; providing retail, medical, education, transportation, recreation, and tourism. The City of Cottonwood provides leadership and solutions to ensure a prosperous community where a diversity of people and nature thrive.”

City of Cottonwood, Arizona  
City Council Agenda Communication



Meeting Date: October 19, 2010

**Subject: Backflow Protection and Prevention Ordinance**

Department: City Attorney, Utilities

From: Steve Horton  
Dan Lueder

**REQUESTED ACTION**

Second reading and Council consideration of adopting Ordinance Number 567, which will add a set of backflow contamination protection and prevention regulations to the Municipal Code.

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

"I move to approve Ordinance Number 567, adding a backflow and prevention code to the Municipal Code."

**BACKGROUND**

Protection of potable water supplies from backflow contamination is regulated at the state level by Arizona Administrative Code R18-4-215. While it is not required that municipalities adopt local rules governing backflow protection, local regulation is explicitly allowed by the regulation, and many communities throughout the state that operate public water systems have chosen to do so.

Moreover, the lack of a local ordinance clarifying the City's duty and authority in this area appears to have created some confusion among customers, and has spawned one pending lawsuit.

The adoption of the ordinance as proposed should help clarify the City's duties, responsibilities and authority in this area, and will vest day to day authority and discretion to provide for and ensure the continued safety of the City's water supply in the City's Water Utility and its certified system operators, which is where that authority properly belongs.

**JUSTIFICATION/BENEFITS/ISSUES**

A public water system is required by the Arizona Administrative Code to protect its system from contamination caused by backflow through unprotected cross-connections by requiring the installation and periodic testing of backflow-prevention assemblies. While adoption of a specific ordinance by a municipal water provider is not required, adoption of a local backflow ordinance as proposed should help reduce the confusion for water customers, and better enable the City's Water Utility to continue to protect the water system from backflow contamination, without imposing unnecessary and undue hardship on the system's customers.

**COST/FUNDING SOURCE**

N/A

**REVIEWED BY:**

City Manager: \_\_\_\_\_

City Attorney: \_\_\_\_\_

**ATTACHMENTS**

Ordinance Number 567

ORDINANCE NUMBER 567

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AMENDING THE COTTONWOOD CITY CODE BY ADDING A NEW SECTION 13.28, *BACKFLOW PROTECTION AND PREVENTION CODE*, TO TITLE 13.

WHEREAS, Arizona Administrative Code Section R18-4-215.A requires a public water system to protect its system from contamination caused by backflow through unprotected cross-connections by requiring the installation and periodic testing of backflow prevention assemblies; and

WHEREAS, Arizona Administrative Code Section R18-4-215.E provides that “[n]othing contained in this Section shall prevent a public water system from requiring the use of a higher level of protection than the level required by this subsection”; and

WHEREAS, Arizona Administrative Code Section R18-4-215.E.1 authorizes public water systems to make installation of required backflow prevention assemblies a condition of water service; and

WHEREAS, the City Council finds it necessary, appropriate, and in furtherance of the public health and safety to adopt specific local regulations to aid in the prevention of contamination of the public water supply through unprotected cross-connections and/or the failure of backflow prevention devices, and to vest all lawful and proper local authority and discretion over backflow protection and prevention in the City’s Water Utility; and

WHEREAS, those certain regulations collectively referred to as the *City of Cottonwood Backflow Protection and Prevention Code* were declared to be a public record on October 5, 2010 by Resolution Number 2540, which Resolution also provided that three copies of said Code were to remain on file with the City Clerk from and after that date.

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

Section 1. That the *City of Cottonwood Backflow Protection and Prevention Code* is hereby approved and adopted in its entirety as if fully set forth in this Ordinance.

Section 2. That the *City of Cottonwood Backflow Protection and Prevention Code* shall be codified at Section 13.28 of the Cottonwood City Code.

Section 3. That the following provisions of the International Plumbing Code (2009 Edition), as previously adopted by the City Council are hereby repealed, and of no further force and effect: Section 312, *Inspection and Testing of Backflow Prevention Assemblies*; and Section 608.16.5, *Connections to Lawn Irrigation Systems*.

Section 4. That the following provisions of the International Residential Code for One- and Two-Family Dwellings (2009 Edition), as previously adopted by the City Council are hereby repealed, and of no further force and effect: Section P2503.8, *Inspection and Testing of Backflow Prevention Devices*; Section 2902.3, *Backflow Protection*; Section P2902.5.3, *Lawn Irrigation Systems*; and Section P2902.5.4, *Connections to Automatic Fire Sprinkler Systems*.

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

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS \_\_\_\_ DAY OF OCTOBER 2010.

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Diane Joens, Mayor

ATTEST:

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Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

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Steven B. Horton, Esq.  
City Attorney

## BACKFLOW PROTECTION AND PREVENTION CODE

### Section 1. Backflow prevention required.

- (a) An approved backflow prevention method shall be utilized or installed at every service connection to a customer's water system when the utility department, at its sole discretion, determines the potable water supplied by the public potable water system may be subject to contamination, pollution or other deterioration in sanitary quality by conditions within the customer's water system.
- (b) The backflow prevention method to be utilized or installed shall be determined by the utility department. The method required by the department shall be sufficient to protect against the potential degree of hazard, as determined by the department, to the public potable water supply from the customer's water system.

### Section 2. Hazard potential.

The degrees of hazard potential to the public potable water supply and system from a customer's water supply system shall be determined using the following hazard factors:

- (1) *Health:* Any condition, device or practice which in the judgment of the utility department, may create a danger to the health and well-being of the potable water consumers.
- (2) *Plumbing:* A plumbing type cross-connection that is not properly protected by an approved backflow prevention method.
- (3) *Pollution:* An actual or potential threat to the physical facilities of the public potable water supply system or to the public potable water supply which could constitute a nuisance or could cause damage to the system or its appurtenances.
- (4) *System:* An actual or potential threat which may cause damage to the physical facilities of the public potable water supply system or which may have a detrimental effect on the quality of the potable water in the system.

### Section 3. Backflow prevention methods; approved; list.

- (a) A backflow prevention method is any assembly or other means designed to prevent backflow. The following are the recognized backflow prevention methods which the utility department may require.
  - (1) *Air gap:* The unobstructed vertical distance through the free atmosphere between the opening of any pipe or faucet supplying potable water to a tank, plumbing fixture or other device and the flood level rim of said tank, plumbing fixture or other device.  
An approved air gap shall be at least double the diameter of the supply pipe or faucet and in no case less than one (1) inch.

- (2) *Reduced pressure principle assembly (hereinafter "RP")*: An assembly containing two (2) independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves, below the first check valve. The assembly shall include properly located test cocks and tightly closing shut-off valves at each end of the assembly.
- (3) *Double check valve assembly (hereinafter "DC")*: An assembly composed of two (2) independently acting, approved check valves, including tightly closing shut-off valves located at each end of the assembly and fitted with properly located test cocks.
- (4) *Pressure vacuum breaker assembly (hereinafter "PVB")*: An assembly containing an independently operating, located check valve and an independently operating, loaded air inlet valve located on the discharge side of the check valve. The assembly shall be equipped with properly located test cocks and tightly closing shut-off valves located at each end of the assembly.

#### **Section 4. Backflow assembly installation requirements; location.**

- (a) Backflow prevention assemblies shall be installed by the customer, at the customer's expense and in compliance with the standards and specifications adopted by the city, at the service connection. The assembly shall have a diameter at least equal to the diameter of the service connection.
- (b) The assembly shall be in an accessible location approved by the utility department. Backflow assemblies shall be installed above ground.

#### **Section 5. Inspections.**

A customer's water system shall be available for inspection by authorized personnel of the utility department. The inspection shall be conducted to determine whether any cross-connections or other hazard potentials exist and to determine compliance with this article.

#### **Section 6. Test; maintenance; records.**

- (a) The customer shall have a certified inspector test and service their backflow prevention assemblies at least once a year. If the testing reveals the assembly to be defective or in unsatisfactory operating condition, the customer shall have any necessary repairs performed, including replacement or overhaul of the assembly, if necessary, which will return the assembly to satisfactory operating condition. **Failure by the customer to have their backflow device test annually shall be grounds for discontinuance of water service.**
- (b) If the utility department or customer learns or discovers, during the interim period between tests, that an assembly is defective or in unsatisfactory operating condition, the

customer shall perform any necessary repairs, including replacement or overhaul of the assembly, if necessary, which will return the assembly to satisfactory operating condition.

- (c) Testing shall be performed by a person who is currently certified as a "general" tester by the California-Nevada Section of the American Water Works Association (CA-NV Section, AWWA), the Arizona State Environmental Technical Training (ASETT) Center, or other certifying authority approved by the Department.
- (d) The customer shall maintain records, on forms approved by the utility department, of the results of all tests and all servicing, repairs, overhauls or replacements of the backflow prevention assembly. A copy of the records shall be promptly submitted to the department after completion of the activity for which the record is made.

### **Section 7. Modification of backflow prevention requirements.**

If the utility department determines, after inspection of the customer's system, that a backflow prevention method less restrictive than that required in section 33-90 will provide adequate protection of the public potable water supply from the degree of hazard potential by the customer's water system, the department may, in its sole discretion, modify the requirements of section 33-90 accordingly.

### **Section 8. Discontinuance of water service; notice.**

- (a) The department may disconnect water service to any user who refuses entry or access to water department inspectors for inspection pursuant to section 49-65. Water service may also be disconnected if the customer fails to have their backflow prevention assembly tested and certified annually.
- (b) If the department discovers that a user has not installed a required backflow prevention assembly or that a backflow prevention assembly has been improperly tested or maintained, bypassed or removed, or that an unprotected cross-connection exists in the user's water system, the service connection shall be disconnected if the situation is not remedied within the time specified in the notice sent to the user as described in subsection (d) below. The service connection shall not be restored until the condition is remedied.
- (c) Prior to disconnecting any service connection because a condition set forth in subsection (a) above exists, the department shall send a notice, by certified mail, to the customer describing the condition and notifying the user that the condition must be remedied within thirty (30) days after mailing of the notice by the department. If such condition is not remedied within the thirty-day period, the department shall send a second notice, by certified mail, to the user notifying the customer that water service will be disconnected in ten (10) days if the condition is not remedied within such time period.

(d)

The department may disconnect, without notice, water service to any user when the department discovers that the user's water system is contaminating the public potable water supply.

**Section 9. Retroactive application.**

(a)

The provisions of this division shall apply to all new and existing water customers.

(b)

Backflow prevention assemblies installed prior to enactment of this ordinance, and which do not comply with the requirements set forth in this division, shall be replaced with assemblies which comply with the standards set forth herein.

**Section 10. Plan review.**

All backflow prevention assemblies which will be installed shall be shown and specified on all required building and engineering plans. City approval of the intended assembly installation is required prior to issuance of any building or engineering permit.

City of Cottonwood, Arizona  
City Council Agenda Communication



Meeting Date: October 19, 2010

**Subject: Library I.G.A.**

Department: Library

From: John O'Neill, library Director

**REQUESTED ACTION**

Approval of the intergovernmental agreement between the City of Cottonwood and the Yavapai County Free Library District for a period from July 1, 2010 to June 30, 2011.

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

"I move to approve Resolution Number 2543 which approves an intergovernmental agreement with the Yavapai County Free Library District to provide library district funds and books."

**BACKGROUND**

IGA has been approved on a yearly basis for the last seventeen years. Over the last few years the only changes to the document from year to year have been the dates of coverage and a gradually increasing amount of money passed through to the City. This year's figure is exactly 5% larger than the pass through amount for FY10

**JUSTIFICATION/BENEFIT/ISSUES**

In return for receiving \$195,720 the city of Cottonwood agrees to allow equal access and use of the library facilities to all citizens of the County.

**COST/FUNDING SOURCE**

Library District is funded by yearly property tax collections.

**REVIEWED BY**

City Manager: 

City Attorney: 

**ATTACHMENTS**

Resolution Number 2543

IGA with Yavapai County Library District

RESOLUTION NUMBER 2543

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPROVING A LIBRARY SERVICE AGREEMENT WITH THE YAVAPAI COUNTY LIBRARY DISTRICT TO PROVIDE LIBRARY DISTRICT FUNDS AND BOOKS.

WHEREAS, the Yavapai County Board of Supervisors has established a County Library District, pursuant to A.R.S. § 48-3901, on June 1, 1987; and

WHEREAS, the District has an agreement with the Department of Library, Archives and Public Records of the State of Arizona, to provide library services within Yavapai County and the State of Arizona; and

WHEREAS, the City, pursuant to A.R.S. § 9-411 through § 9-420, operates and maintains a library; and

WHEREAS, the District and the City recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the City has taken action and officially notified the District that it desires to be part of the District, and therefore is entitled to the benefits of the District; and

WHEREAS, pursuant to A.R.S. §48-3901 and §11-903, the parties are authorized to enter into this agreement for library services for the benefit of the citizens of the District.

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

THAT, the Library Service Agreement with the Yavapai County Library District for providing district funds for library materials, services, and operating expenses is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 19TH DAY OF OCTOBER 2010.

RESOLUTION NUMBER 2543  
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Diane Joens, Mayor

ATTEST:

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Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

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Steven B. Horton, Esq.  
City Attorney

YAVAPAI COUNTY FREE LIBRARY DISTRICT  
LIBRARY SERVICE AGREEMENT

This agreement is entered into between the **YAVAPAI COUNTY FREE LIBRARY DISTRICT**, hereinafter referred to as the "District," and the **City of Cottonwood**, hereinafter referred to as the "City," and shall be for a period commencing July 1, 2010 to June 30, 2011.

WHEREAS, the Yavapai County Board of Supervisors has established a County Library District, pursuant to A.R.S. 48-3901, on June 1, 1987; and

WHEREAS, the District has an agreement with the Department of Library, Archives and Public Records of the State of Arizona, hereinafter referred to as the "State Library," to provide library services within Yavapai County and the State of Arizona; and

WHEREAS, the District and the City recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the City has taken action and officially notified the District that it desires to be a part of the District, and therefore is entitled to the benefits of the District; and

WHEREAS, the City operates and maintains a library and the District desires to contract with the City for library services for the benefit of the citizens of the District; and

NOW THEREFORE, IT IS AGREED by and between the District and the City as follows:

1. Equal access and use of the library facilities and services shall be made available to all citizens of the County.
2. The City and the District shall cooperate in planning and implementing resource sharing activities acceptable to the District and the City.
3. All library materials purchased with District funds are the property of the City.
4. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the City remain the sole responsibility of the City.

5. Except as expressly specified in this agreement, the District shall save, hold harmless and indemnify the City and the City's officials, employees and agents against all expenses, liabilities and claims of every kind arising from any intentional or negligent act or omission by the District or the District's officials, employees and agents.
6. Except as expressly specified in this agreement, the City shall save, hold harmless and indemnify the District and the District officials, employees and agents against all expenses, liabilities and claims of every kind arising from any intentional or negligent act or omission by the City or the City's officials, employees and agents.
7. The City agrees to the following conditions:
  - A. Required monthly statistics are maintained and submitted to the District within five **(5)** calendar days of the month's end.
  - B. The annual Arizona State Library Data Report is submitted to the District as required by the State Library.
  - C. Resource sharing is supported by participating in interlibrary loan services as a borrower and lender of library materials.
  - D. District funds are used specifically and solely for library materials, services and operating expenses. District funds may not be accumulated from year to year. An annual written accounting shall be made to the District describing the manner and use of District funds as required by the District.
  - E. The City is responsible for all terms and conditions of this agreement. District funds may not be transferred to any other agency without prior written agreement with the District.
8. The District will provide the following benefits and support services to the library:
  - A. Professional assistance and consultation services.
  - B. Continuing education opportunities for staff and volunteers.
  - C. Coordination of county-wide library services.

9. The City and the District acknowledge that the services to be performed by the City have a value to the District and to the City. In consideration of that value, the District agrees to provide financial resources for the operation of the Cottonwood Public Library as follows:
  - To pay the City the amount of **\$195,720.00** in two (2) equal installments of **\$97,860.00** (September and February): **\$155,720.00** for library services, and **\$40,000.00** for library materials.
10. This agreement may be renewed from year to year by mutual agreement of the parties and stipulation as to the consideration to be paid as between the parties.
11. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
12. Pursuant to A.R.S. Section 38-511, the City 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 the City 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. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City from any other party to the agreement arising as a result of this agreement.
13. The parties shall comply with Executive Order #99-4 (dated January 29, 1998) concerning non-discrimination in employment.
14. The parties agree that it is their intention that this Agreement be effective on and from July 1, 2010, even if the date varies from the dates of actual signature.

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

CITY OF COTTONWOOD

YAVAPAI COUNTY FREE LIBRARY DISTRICT

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Pursuant to A.R.S. Section 11-952(B)&(D), the foregoing agreement has been reviewed by the undersigned attorney for the City, 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.

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

Pursuant to A.R.S. Section 11-952(B)&(D), the foregoing agreement has been reviewed by the undersigned attorney for the Yavapai County Library District, 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 Yavapai County.

\_\_\_\_\_  
Deputy County Attorney

City of Cottonwood, Arizona  
City Council Agenda Communication



Meeting Date: October 19, 2010  
Subject: **Agreement - Verde Valley Senior Citizens Association**  
Department: Administrative Services  
From: Jesus R. Rodriguez, CGFM, Administrative Services General Manager

**REQUESTED ACTION**

Staff is requesting consideration to approve an Agreement with the Verde Valley Senior Citizens Association (VVSCA) to provide funding to supplement the senior services and programming offered at the Cottonwood Senior Center.

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

I move to approve an Agreement with the Verde Valley Senior Citizens Association (VVSCA) to provide funding to supplement the senior services and programming offered at the Cottonwood Senior Center.

**BACKGROUND**

The City of Cottonwood has been providing funding for the VVSCA for a number of years and would like to continue its relationship with the organization. Up until FY 2008, the City provided funding to the VVSCA totaling \$30,000.

In FY 2009, that amount was increased to \$45,000 for continued support of VVSCA endeavors. This fiscal year the City plans to continue its support and enter into an agreement outlining guidelines as well as the contribution amounts.

The agreement requires reporting by the VVSCA so that Council and staff can track the benefits of the funding provided by the Agreement.

**JUSTIFICATION/BENEFITS/ISSUES**

The VVSCA receives federal funding from various sources on a reimbursement basis. These amounts unfortunately are capped and that is where the City comes in. The City provides the necessary local dollars to continue the services that are currently available to our seniors.

The appropriation amount was already approved during the budget process by the City Council. The Agreement outlines the scope of service and reporting requirements to be provided. One new provision added this year provides that if the City's revenues do not meet expectations, the City may reduce the funding amount.

**COST/FUNDING SOURCE**

The fund source has been budgeted in the Council's budget.

**REVIEWED BY:**

City Manager: AB

City Attorney: /SH

**ATTACHMENTS**

Proposed Agreement

## AGREEMENT

for  
Provision of Augmentation of Various Services  
Including Nutrition, Recreation, and Transportation  
for  
Qualified Senior Citizens Within the City of Cottonwood.

This Agreement is entered into by and between the City of Cottonwood, Yavapai County, Arizona, a municipal corporation of the state of Arizona (hereinafter "City" ), and the Verde Valley Senior Citizens Association, Inc., an Arizona, nonprofit corporation (hereinafter "Association").

WITNESSETH:

WHEREAS, pursuant to A.R.S. § 9-240(A) and A.R.S. § 11-952 *et seq.*, the City is authorized to take control of its finances and is authorized to enter into Agreements for the purpose of carrying-out its duties as deemed appropriate by the City Council; and ,

WHEREAS, the Association operates the Verde Valley Senior Center within the City of Cottonwood; and

WHEREAS, the Association provides needed services and programs to qualified senior citizens within the City of Cottonwood; and,

WHEREAS, the Cottonwood City Council recognizes the value and need of the services provided by the Association.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

### Section 1. Purpose of the Agreement

The purpose of this Agreement is to enhance, expand and support programming and services to qualified senior citizens through the Verde Valley Senior Center located within the City of Cottonwood.

### Section 2. Scope of Services

- A. The Association is a subcontractor to the *Area Agency on Aging*, and also a recipient of the *Federal Older American Act* funding. As a subcontractor, the Association provides general program services in the following program areas:

- Meals on Wheels
- Congregate Meals
- Transportation

B. The funding available under this Agreement is available for the following expenditures:

1. To supplement and expand the meals or services provided through the above meal and transportation program areas, and in conformance with those program's guidelines.
2. To provide the office space and support structure for the local provision of services available to seniors offered through the *Northern Arizona Council of Governments* such as, Legal Services for Seniors, Medicare Counseling, and other negotiated services through federal, state, and local agencies.
3. This Agreement shall not be interpreted as authorization to supplant any funding received by the Association by outside entities not a party to this Agreement.

### **Section 3. Term**

This Agreement shall become effective upon full execution thereof and remain in effect until June 30, 2011, unless sooner terminated as provided herein.

### **Section 4. Termination**

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, for reasons that include but are not limited to the City's receipt of revenues that are lower than those anticipated at the time of this Agreement. Upon termination, the Association shall be compensated only in the amount proportional to the number of months in the year-long term that the Association has provided services hereunder but, in any event, the Association shall not be compensated beyond that amount owed as set forth in Section 5 of this Agreement.

### **Section 5. Compensation**

- A. The City shall pay the Association, unless terminated as provided above, a maximum amount of Forty Five Thousand Dollars (\$45,000) during the term of this contract. The payments shall be disbursed as follows:

1. Quarterly payments Eleven Thousand Two Hundred Fifty Dollars (\$11,250), upon the City's receipt and acceptance of the applicable annual and/or quarterly reports required under Section 6(B) below. Provided, however, that the failure to provide any report required under Section 6 below within the prescribed period shall result in forfeiture of the applicable quarterly payment.

## **Section 6. Reporting**

The Association agrees to report on the following basis:

- A. **Year-End Report:** The Association shall prepare and deliver to the City Manager within sixty (60) days after the end of the Association's fiscal year, a complete fiscal and performance report for the preceding fiscal year.
- B. **Quarterly Report:** The Association shall prepare and deliver to the City Manager within thirty (30) days after the end of each successive quarter a narrative summary of accomplishments and activities achieved during the respective quarter, including a copy of the required reporting to the *Area Agency on Aging* for the services set forth in Section 2.(A) of this Agreement, including an accounting of the supplemental services provided through funding under this Agreement, and a quarterly financial report.
- C. **Annual Budget:** The Association shall prepare and deliver a copy of their annual budget to the City Manager with thirty (30) days of the beginning of the fiscal year.

## **Section 7. Indemnification**

The Association hereby covenants and agrees to indemnify and hold harmless the City, the Mayor and City Council, appointed boards and commissions, officers and employees, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorney fees or liability of any kind, and does hereby agree to and does assume all the risk in the performance of this Agreement and shall be solely responsible and answerable for all accidents or injuries to persons or property arising out of its performance of this Agreement.

By execution of the respective officers of both parties, the undersigned representatives of the City of Cottonwood and the Verde Valley Senior Citizens

Association Inc., avow that both have read, understand, and agree with the contents of this agreement.

**Section 8. Cancellation**

This Agreement is subject to cancellation pursuant to Arizona Revised Statutes Section 38-511, the provisions of which are incorporated into this Agreement as if fully set forth herein.

**VERDE VALLEY SENIOR CITIZENS ASSOCIATION, INCORPORATED:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

**CITY OF COTTONWOOD:**

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

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Marianne Jimenez, City Clerk

**APPROVED AS TO FORM:**

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

City of Cottonwood, Arizona  
City Council Agenda Communication



Meeting Date: October 19, 2010  
Subject: **Agreement with the Old Town Association**  
Department: Administration  
From: Doug Bartosh, City Manager

**REQUESTED ACTION**

The City Council is requested to consider and approve an agreement with the Old Town Association regarding the use of financial support from the City and reporting requirements by the Old Town Association.

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

**"I move to approve the agreement between the City of Cottonwood and the Old Town Association including an addition to the agreement with the City allowing the City the option to cut or eliminate funding depending on the economy."**

**BACKGROUND**

In past budget discussions the City has agreed to contribute to several non-profit organizations, and requested that each contribution include an agreement with the involved non-profit outlining the required uses of the funding and reporting requirements to the City. The City Council approved a financial contribution to the Old Town Association in the amount of \$10,000 for the 2010-11 budget year to support projects and events that support economic development in Old Town.

**JUSTIFICATION/BENEFITS/ISSUES**

The agreement represents the previous direction from the City Council related to reinitiating the Main Street program in Old Town, sponsoring events, and completing other projects that support economic development in Old Town. Economic development efforts in Old Town are always important to the welfare of our businesses and also important to the financial health of the City. This has been a long standing agreement with the Old Town Association and their current leadership has made positive efforts to improve the economy and business owner involvement in Old Town.

**COST/FUNDING SOURCE**

The \$10,000 in funding to support the Old Town Association and their economic development efforts have been included in the 2010-2011 budget. The agreement allows for quarterly disbursements of \$2,500.

**REVIEWED BY:**

City Manager: RB

City Attorney: ✓SH

**ATTACHMENTS**

Old Town Association Agreement

## AGREEMENT

Contract for the promotion, development, and enhancement of Old Town Cottonwood and facilitation of the Arizona Main Street Program for Old Town Cottonwood.

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Cottonwood, a municipal corporation of the State of Arizona, hereinafter referred to as "City", and the Old Town Association, Inc., an Arizona corporation, herein after referred to as the "Association".

WITNESSTH:

WHEREAS, the City encourages the promotion, development, and enhancement of the Old Town Area; and

WHEREAS, the City wishes to pursue reinstatement into the Arizona Main Street Program; and

WHEREAS, the Association will facilitate the implementation of the Arizona Main Street Program in the Old Town Cottonwood area; and

WHEREAS, the Association will conduct special community events in the Old Town Cottonwood area to promote the area.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

### Section 1. Purposes of Agreement

The City hereby contracts with the Association to promote, develop, and enhance the Old Town Cottonwood area and to facilitate the implementation of the Arizona Main Street Program.

### Section 2. Scope of Services

- A. The Association shall facilitate the implementation of the Arizona Main Street Program and accept the responsibilities of the Old Town Association as set forth in the "Cottonwood Focus on Success Strategic Plan for Economic Development" by:
1. Holding public meetings and workshops to solicit public comment and participation in revitalization efforts.
  2. Prepare an annual work plan to implement goals and strategies for design, organization, promotion, and economic restructuring of the Old Town Cottonwood area. The work plan shall include three-year strategies with specific timetables, funding strategies, and performance measures.

3. Support the efforts of other organizations as they relate to economic development by coordinating activities and communicating regularly.
4. Conduct special events in the Old Town area to include at a minimum, Second Saturday Stroll, Walkin' on Main, Old Town Semi-Annual Yard Sale, and Chocolate Walk.

### Section 3. Term

This agreement shall become effective upon full execution thereof and remain in effect until June 30, 2011, unless sooner terminated as provided herein.

### Section 4. Termination

This agreement may be terminated by either party upon 30 days written notice, for reasons that include but are not limited to the City's receipt of revenues that are less than those anticipated at the time of this Agreement. Upon termination, the Association shall be compensated only in an amount proportional to the number of months in the year-long term that the Association has provided services hereunder but, in any event, the Association shall not be compensated beyond that amount owed set forth in Section 5 of this Agreement.

### Section 5. Compensation, Matching Funds

- A. The City shall pay the Association, unless terminated, a maximum amount of Ten Thousand Dollars (\$10,000) during the term of this contract, as herein provided:
  1. Quarterly payments of Two Thousand Five Hundred Dollars (\$2,500) payable upon receipt of the applicable quarterly/annual reports.

Provided, however, that the failure to submit a required report within the time period set forth in Section 6 below shall result in forfeiture of the applicable quarterly payment.

### Section 6. Reporting

The Association agrees to report to the City on the following basis:

- A. Year-End Report: The Association shall prepare and deliver to the City Manager within forty-five (45) days after the end of the Association's fiscal year, a complete fiscal and performance report for the preceding fiscal year.
- B. Quarterly Report: The Association shall prepare and deliver to the City Manager within forty-five (45) days after the end of each successive quarter, a narrative

summary of accomplishments and activities achieved during the respective quarter and a financial report for the same.

Section 7. Indemnification

The Association does hereby covenant and agree to indemnify and hold harmless the City, the Mayor and City Council, appointed boards and commissions, officers and employees, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorney fees or liability of any kind, and does hereby agree to and does assume all the risk in the performance of this Agreement and shall be solely responsible and answerable for any and all accidents or injuries or property arising out of their performance of this Agreement.

The undersigned representatives of the City of Cottonwood and the Old Town Association, Inc., agree to the foregoing Agreement.

Section 8. Cancellation for Conflict of Interest

This Agreement may be cancelled pursuant to the provision of § A.R.S. 38-511, which are hereby incorporated into this Agreement as if fully set forth herein.

**OLD TOWN ASSOCIATION, INCORPORATED:**

\_\_\_\_\_  
Old Town Association President

\_\_\_\_\_  
Date

**CITY OF COTTONWOOD:**

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

\_\_\_\_\_  
Date

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: October 19, 2010

Subject: **Wine Festival/Wine Fair Liquor License Applications for the Walkin' on Main / City of Cottonwood 50th Anniversary Celebration.**

Department: City Clerk's Office

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, and Page Springs Cellars for the Walkin' on Main / City of Cottonwood 50<sup>th</sup> Anniversary event November 13, 2010 in Old Town Cottonwood.

**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, and Page Springs Cellars for an event scheduled for November 13, 2010 in Old Town Cottonwood."

**BACKGROUND**

Alcantara, L.L.C., Feitas Vineyard, Javelina Leap Vineyard & Winery, Jerome Winery, and Page Springs Cellars are requesting approval of Special Event Liquor License Applications for the Walkin' on Main / City of Cottonwood 50th Anniversary event scheduled for November 13, 2010 in Old Town Cottonwood.

**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**

No cost to the city.

**REVIEWED BY**

City Manager:  City Attorney: 

**ATTACHMENTS**

- Special Event Liquor License Application submitted by Alcantara, L.L.C.
- Special Event Liquor License Application submitted by Freitas Vineyard
- Special Event Liquor License Application submitted by Javelina Leap Vineyard & Winery
- Special Event Liquor License Application submitted by Jerome Winery
- Special Event Liquor License Application submitted by Page Springs Cellars

010

**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: FRESMOR BARBARA A  
Last First Middle

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

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

4. Mailing Address: 827 N. Main St. Cottonwood AZ 86326  
City State Zip

5. Date and hours of festival:

DATE	DAY OF WEEK	HOURS FROM	HOURS TO
<u>11/13/10</u>	<u>Saturday</u>	<u>11:00 am</u> a.m./p.m.	<u>6:00pm</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.
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_____	_____	_____ 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 St. Cottonwood AZ 86326  
Address City State Zip

7. Phone Numbers: (928) 639-3200 (928) 149 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? 10

Give the total number of days you have held licensed wine festivals this year 17

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)

5 # Police  Fencing  
           # Security personnel  Barriers

The event is being facilitated by the City of Cottonwood, and the Cottonwood Police Department along with the AZRangers will handle security.

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 REDMORF, 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  
(Signature of APPLICANT) The foregoing instrument was acknowledged before me this

11th day of October, 2010  
Day Month Year

My commission expires on: June 19, 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)

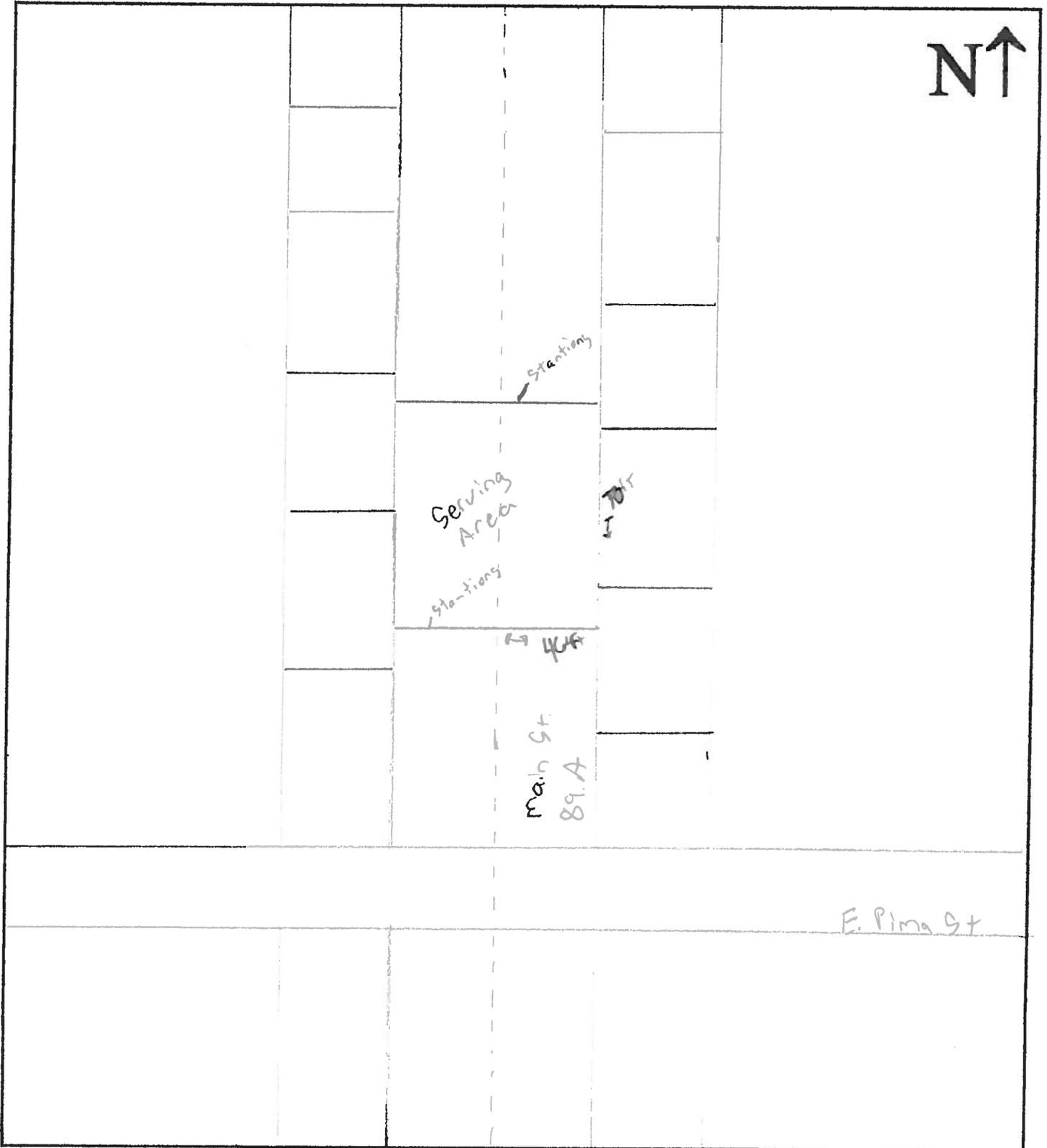
\*\*\* FOR USE BY DLLC ONLY \*\*\*

APPROVED  DISAPPROVED

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

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

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



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: Old Town Cottonwood Cottonwood Yavapai 86326  
(Physical location - Do not use PO Box) City County Zip

4. Mailing Address: 827 N. Main St. Cottonwood AZ 86326  
City State Zip

5. Date and hours of festival:

DATE	DAY OF WEEK	HOURS FROM	HOURS TO
<u>11/13/10</u>	<u>Saturday</u>	<u>11:00 am</u> a.m./p.m.	<u>6:00pm</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 St. Cottonwood AZ 86326  
Address City State Zip

7. Phone Numbers: (928) 639-3200 (\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
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? 10

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)

5 \_\_\_\_\_ # Police                       Fencing  
\_\_\_\_\_ # Security personnel         Barriers

The event is being facilitated by the City of Cottonwood, and the Cottonwood Police Department along with the AZRangers will handle security.

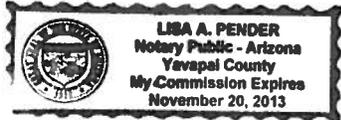
12. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your wine festival/fair licensed premises. Please show dimensions, serving areas, fencing,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

I, Ray Frances Freitas, hereby declare that I am the APPLICANT filing this application. I 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 5 day of October, 2010



[Signature]  
(Signature of NOTARY PUBLIC)

My commission expires on:

\*\*\* 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)

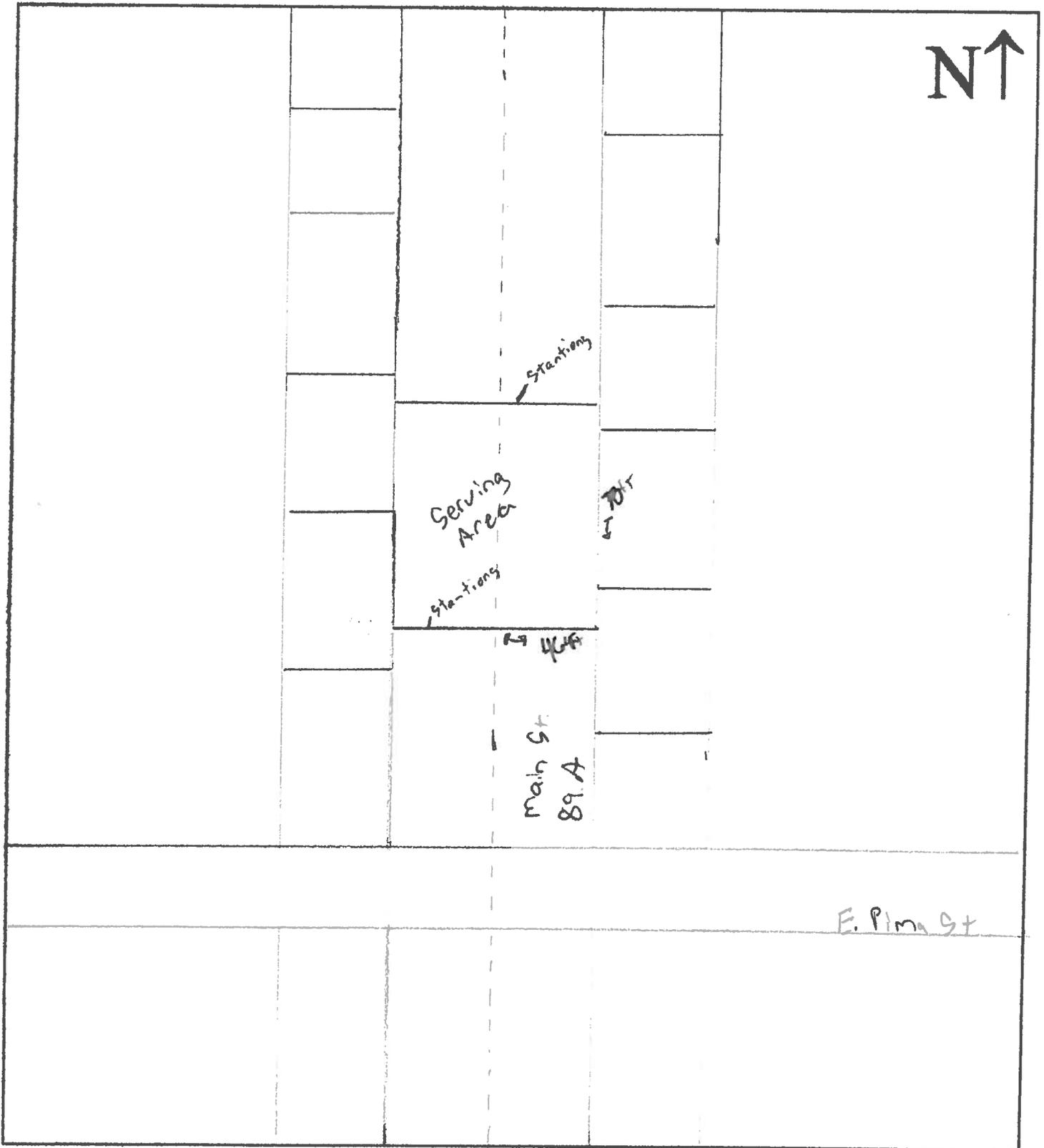
\*\*\* FOR USE BY DLLC ONLY \*\*\*

APPROVED                       DISAPPROVED

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

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

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



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: SAVELINA LEAP VINEYARD & WINERY D.F.W. Lic#: 13133009  
(Domestic Farm Winery License #)

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

4. Mailing Address: 827 N. Main St. Cottonwood AZ 86326  
City State Zip

5. Date and hours of festival:

DATE	DAY OF WEEK	HOURS FROM	HOURS TO
<u>11/13/10</u>	<u>Saturday</u>	<u>11:00 am</u> a.m./p.m.	<u>6:00pm</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.
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_____	_____	_____ 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 St. Cottonwood AZ 86326  
Address City State Zip

7. Phone Numbers: (928) 639-3200 (928) 649-2681 (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? 7

Give the total number of days you have held licensed wine festivals this year 12

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)

5 \_\_\_\_\_ # Police  Fencing  
\_\_\_\_\_ # Security personnel  Barriers

The event is being facilitated by the City of Cottonwood, and the Cottonwood Police Department along with the AZRangers will handle security.

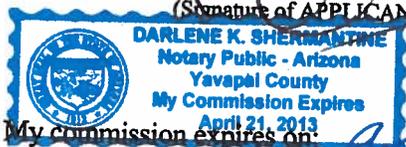
12. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your wine festival/fair licensed premises. Please show dimensions, serving areas, fencing,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

X \_\_\_\_\_  
(Signature of APPLICANT)

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

10 day of AUGUST, 2010  
Day Month Year



Darlene K. Shermantine  
(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 \*\*\*

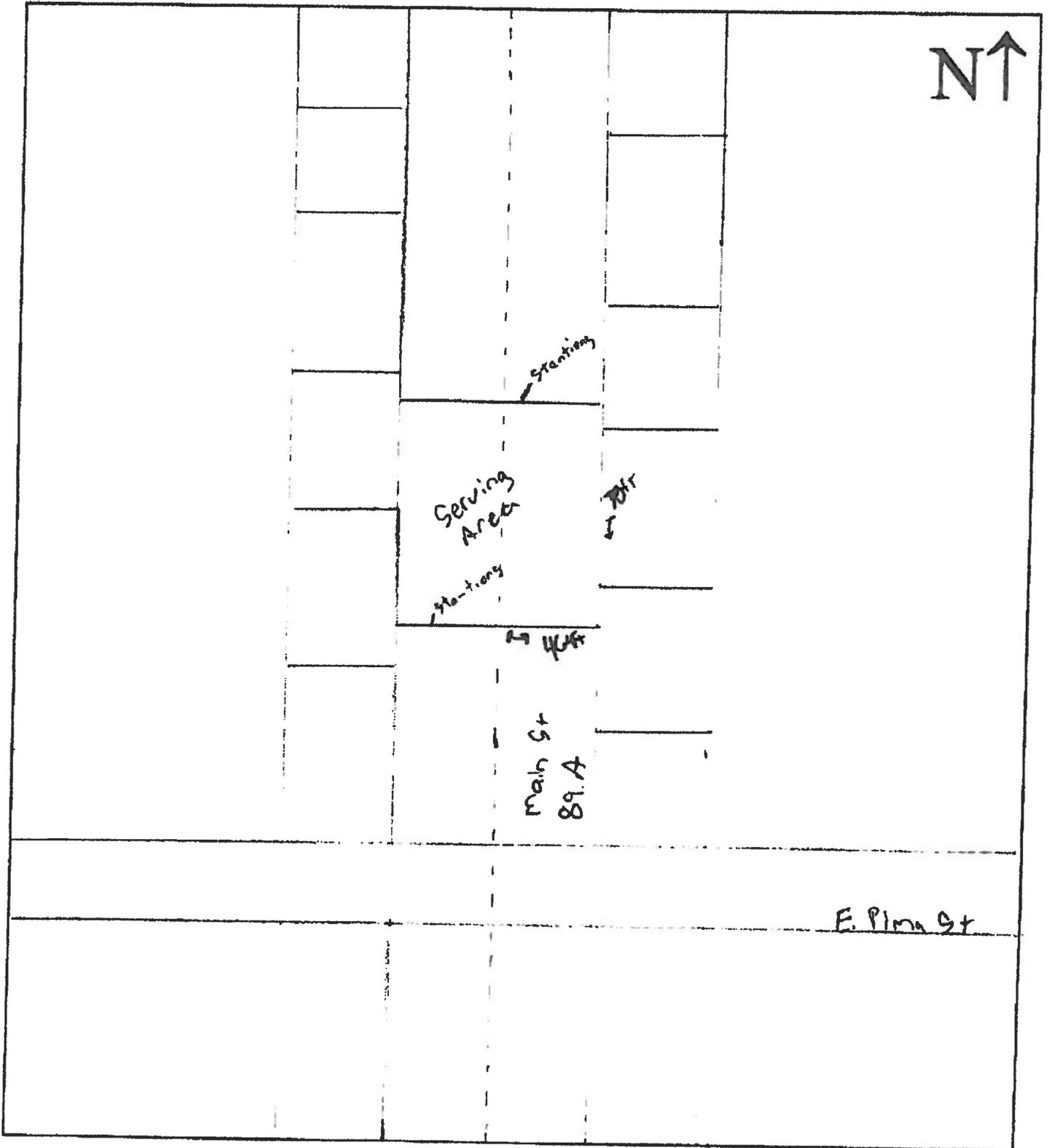
APPROVED  DISAPPROVED

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

Date: \_\_\_\_\_

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

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



Walken On Main Old Town Cottonwood

State of Arizona Department of Liquor Licenses and Control
600 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: McLaughlin, John
2. Business Name: Jerome Winery, D.F.W. Lic#: 13133011
3. Location of Festival: Old Town Cottonwood Hwy 89A, Cottonwood, Yavapai, 86328
4. Mailing Address: 827 N. Main St., Cottonwood, AZ, 86328

5. Date and hours of festival:

Table with 4 columns: DATE, DAY OF WEEK, HOURS FROM, HOURS TO. Row 1: 11/13/10, Saturday, 11:00 am, 6:00pm.

6. Name and address of site owner: City of Cottonwood, 827 N. Main St., Cottonwood, AZ, 86328

7. Phone Numbers: 928, 639-3200, 480, 988-5100, 480, 229-2266

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? 18

Give the total number of days you have held licensed wine festivals this year 38

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)

5 # Police  Fencing  
           # Security personnel  Barriers

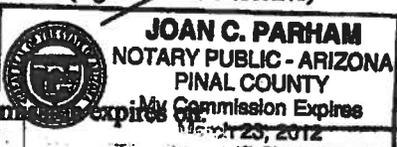
The event is being facilitated by the City of Cottonwood, and the Cottonwood Police Department along with the AZRangers will handle security.

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

State of AZ County of Pinal

X \_\_\_\_\_ The foregoing instrument was acknowledged before me this



Day 3/23/12 day of \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_  
Joan C. Parham  
(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)

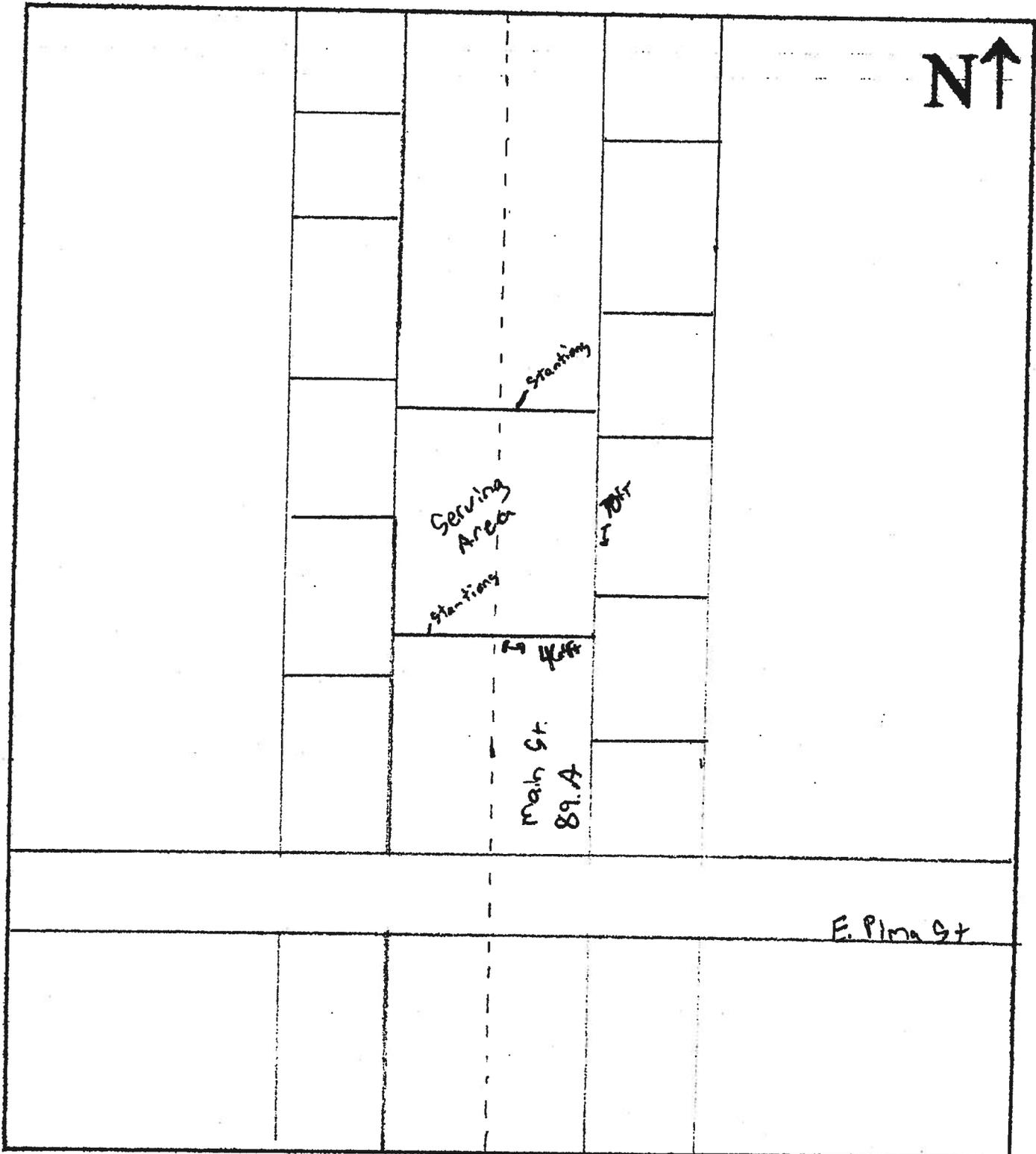
\*\*\* FOR USE BY DLLC ONLY \*\*\*

APPROVED  DISAPPROVED

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

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

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



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: Old Town Cottonwood Cottonwood Yavapai 86326  
(Physical location - Do not use PO Box) City County Zip

4. Mailing Address: 827 N. Main St. Cottonwood AZ 86326  
City State Zip

5. Date and hours of festival:

DATE	DAY OF WEEK	HOURS FROM	HOURS TO
<u>11/13/10</u>	<u>Saturday</u>	<u>11:00 am</u> a.m./p.m.	<u>6:00pm</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 Cottonwood AZ 86326  
Last First Middle  
827 N. Main St. Cottonwood AZ 86326  
Address City State Zip

7. Phone Numbers: (928) 639-3200 (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? 18

Give the total number of days you have held licensed wine festivals this year 34

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)

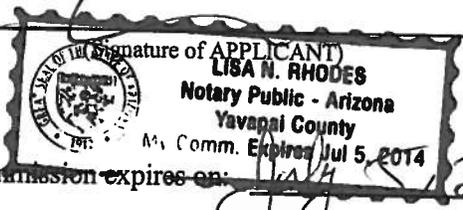
- 5 \_\_\_\_\_ # Police  Fencing  
 \_\_\_\_\_ # Security personnel  Barriers

The event is being facilitated by the City of Cottonwood, and the Cottonwood Police Department along with the AZRangers will handle security.

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 Glomski, 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  
8 day of September, 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 \*\*\*

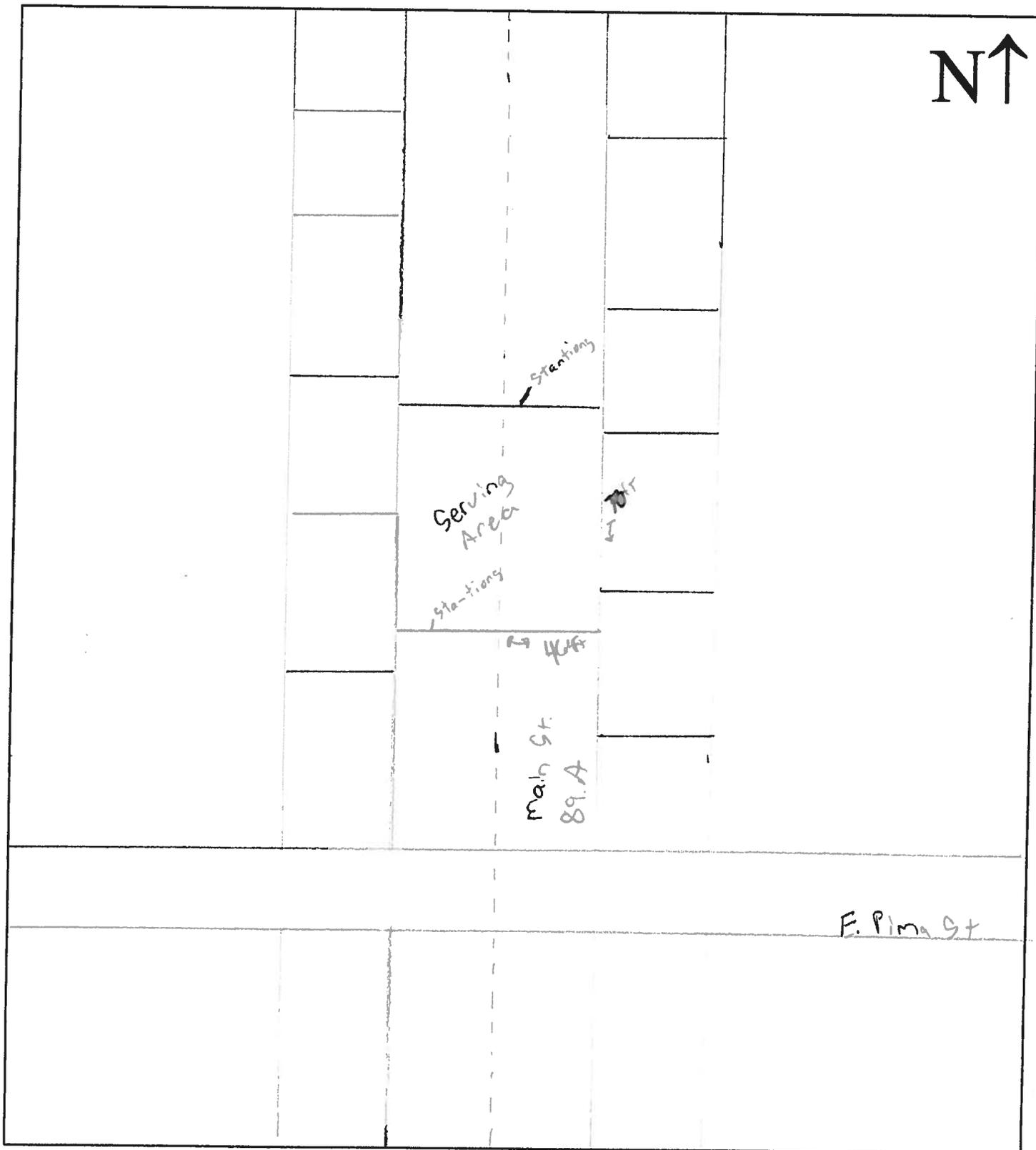
- APPROVED  DISAPPROVED

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

WINE FESTIVAL/FAIR LICENSED PREMISES DIAGRAM

(This diagram must be completed with this application)

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



City of Cottonwood, Arizona  
City Council Agenda Communication



Meeting Date: October 19, 2010

**Subject: Kindra Heights Right-of-way Dedication**

Department: Engineering

From: Troy Odell, P.E.

**REQUESTED ACTION**

Consider acceptance of a Right-of-way to be dedicated to the City of Cottonwood by Phil Terbel of Gambel Properties LLC. This right-of-way will include existing utilities lines that were placed as part of the Kindra Heights Subdivision. The right-of-way dedication is the final item to be completed before final acceptance of the subdivision.

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

"I move to approve the right-of-way map of dedication for Kindra Heights."

**BACKGROUND**

Kindra Heights is a 20 lot residential subdivision north of old town. During construction of the subdivision utility lines were placed on private property that was proposed as future right-of-way. The developer has completed all improvements required of the subdivision except this final right-of-way dedication.

This right-of-way will also replace an existing ingress, egress and utility easement to the City's Yuma well site called out as easement G on the Kindra Heights Plat.

**JUSTIFICATION/BENEFIT/ISSUES**

Accepting the right-of-way will give the city a much needed access to the Yuma well site without crossing through lots of the Kindra Heights subdivision. The right-of-way will also overlay utilities that were already placed during construction of the subdivision without the benefit of this right-of-way.

**COST/FUNDING SOURCE**

There are no costs associated with accepting this right-of-way.

**REVIEWED BY**

City Manager: AB

City Attorney: /SA

**ATTACHMENTS**

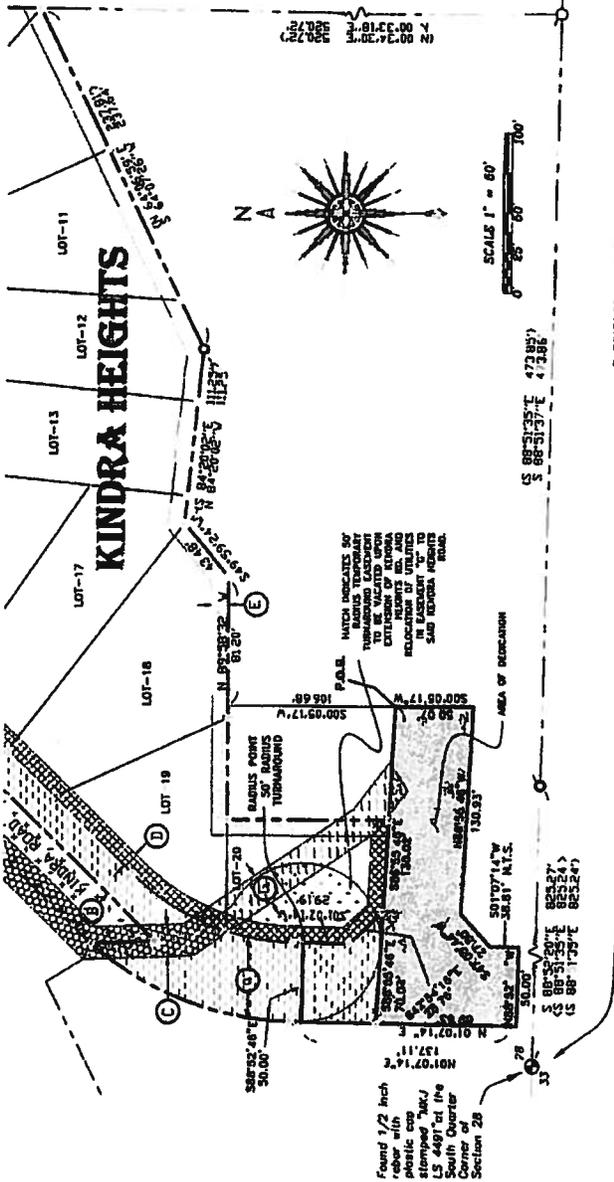
Right-of-way dedication maps (2 pages)  
Kindra Heights Plat

NOTE  
THIS MAP IS BASED ON THE  
COURA HEIGHTS PLAT AS  
SHOWN ON THE SURVEY  
DATA FROM CORNERSTONE  
FILES. THIS MAP DOES NOT  
REPRESENT A SURVEY ON THE  
GROUND AND NO MONUMENTS  
WERE SET BASED ON THIS  
MAP.

Found 3/4 inch  
rebar bolt in  
corner of the  
Southwest Corner  
of Section 28

WILLOW  
PAGE 2

W. Pinal  
Street



S 88°51'35"E 473.95'  
S 88°51'37"E 473.95'

DESIGN	NAME	DATE
DRAWN	JMG	1/28/2010
CHECKED	MTE	2/08/2010
REVISED	MTE	9/06/2010
DWG NAME	1040521REV8-26-06- 2010-EASEMENT DWG	

**MAP OF DEDICATION**  
in the Southeast Quarter of Section  
28, Township 16 North, Range 3 East  
of the Gila and Salt River Base and  
Meridian, Yavapai County, Arizona

**CORNERSTONE**  
SURVEYING & ENGINEERING, INC.  
1010 N. Main Street  
Cottonwood, AZ. 86326  
PH: 928-649-0949  
FAX: 928-639-3801

JOB NUMBER	10405211
CLIENT	WILLOW
SHEET	2 of 2
SECION	28
TOWNSHIP	16N
RANGE	3E

BOOKS 5/20/2011



YAVAPAI COUNTY RECORDS  
Recorded at the Request of  
Cornerstone Surveys &  
Engineers, Inc.  
on \_\_\_\_\_ A.D. 2010  
at \_\_\_\_\_ o'clock  
Book \_\_\_\_\_ of Land Surveys  
Pages \_\_\_\_\_  
Recorded by Andrew J. Morgan  
County Recorder  
Deputy Recorder

NOTICE  
(1) This plat was prepared for the sole benefit of the client. It was prepared for a specific use and for a specific purpose and is not to be used for any other purpose. The client is responsible for the accuracy of the data furnished to the Surveyor and for the accuracy of the documents prepared and furnished by the Surveyor pursuant to this Agreement and the Surveyor shall retain on ownership and control of the instruments and documents and shall be responsible for their safekeeping. The Surveyor is not responsible for the accuracy of the data furnished to the Client or others on the project, on extension of the project, or on any other project without Surveyor's participation by the Surveyor for the specific purpose intended. The Surveyor and the Client shall defend, indemnify and hold the Client harmless from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will result in the Surveyor to further compensation at surveyor's current hourly rate. For these reasons, use by others is forbidden without the express written consent of the certifier signed herein.  
(2) This survey is subject to all conditions, restrictions, reservations, rights-of-way, abutments, easements, and all pertinent documents of record which may be recorded by a current title report.  
(3) The Client agrees to limit the Surveyor's liability to the client and to the client's negligent acts, errors or omissions such that the total liability of the Surveyor to all those named shall not exceed the Surveyor's total fee for services rendered on this project.

**SYMBOL LEGEND** from Book 59 of Maps & Plats, Page 18, YCR

Found 1/2 inch rebar with aluminum tag stamped 'LS 3222a'
Found 1/2 inch rebar - affixed brass tag stamped 'TOWNSHIP 16 NORTH R. 3 EAST S. 28' 3222a'
Set 1/2 inch rebar with aluminum tag stamped 'LS 3222a'
Found 1/2 inch rebar with brass tag stamped 'LS 13015'
Rebar Corner as Noted
Record Dimensions per Book 3489 O.R., Page 149
Record Dimensions per Book 1801 O.R., Page 218
Record Dimensions per Book 5 of Land Surveys, Page 16

**EASEMENT LEGEND** from Book 59 of Maps & Plats, Page 18, YCR

Right of Way to be dedicated to the City upon recording of Final Plat
Ingress, Egress & Utility Easement per Book 3489 O.R., Page 149. To be indicated under a separate instrument prior to recording Final Plat.
Easement for ingress, egress and utilities per BK 3282 O.R., Pg 558. May not be built upon landscaped or utilized.
10' Public Utility Easement to be dedicated upon recording of Final Plat
10' Drainage Easement to be dedicated upon recording of Final Plat
27' Ingress, Egress & P.U.E. to be maintained by adjoining property owners
Portion of easement for ingress, egress and utilities per BK 3282 O.R., Pg. 558 to be abandoned upon resection of utilities.
20' Drainage Easement to be dedicated upon recording of Final Plat

**IRREVOCABLE OFFER OF DEDICATION  
KINDRA ROAD EXTENSION**

THIS IRREVOCABLE OFFER OF DEDICATION is made and entered into this 22 day of September, 2010, by and between Paul Terbell hereafter called "Offeror", and the CITY OF COTTONWOOD, ARIZONA, a political subdivision of the State of Arizona, hereinafter referred to as "Offeree".

FOR VALUABLE CONSIDERATION, a receipt of which is hereby acknowledged, that the Offeror, do by these presents dedicate unto the Offeree and to its assigns forever all right, title and interest in that certain parcel of property more particularly described and depicted in the Map of Dedication attached hereto and by this reference made a part hereof.

THIS OFFER OF DEDICATION is made pursuant to A.R.S. Section(s) 9-511 and 9-541 and may be accepted at any time by the City of Cottonwood, Arizona on or before 09-30-2010, 2010 by communicating Offeror's acceptance to the City of Cottonwood, Arizona, at the City of Cottonwood, Arizona. Offeror shall execute the Gift Deed to the subject property in the form attached hereto as Exhibit C, or execute a map of dedication to the City of Cottonwood.

THIS OFFER OF DEDICATION of fee interest shall be irrevocable and shall be binding on the Offeror, its heirs, executors, administrators, successors and assigns.

THIS OFFER OF DEDICATION SHALL BE A DONATION BY OFFEROR under Internal Revenue Code Section 170 and the Offeree shall be a municipality under the laws of the state of Arizona and shall as the Offeree upon dedication and acceptance be the Offeree/donee under Internal Revenue Code Section 170 and shall execute an IRS Form 8283 as the donee upon the Offeror's completion of the Appraised Value of the property donated and dedicated herein.

THIS OFFER OF DEDICATION of the fee interest shall be subject to existing liens and encumbrances of record and the City of Cottonwood street plan for Kindra Road.

IN WITNESS WHEREOF, the offeror have caused these presents duly to be executed the day and year first above written.

By: Paul Terbell

STATE OF ARIZONA

County of Yavapai

This instrument was acknowledged before me this 22 day of September, 2010, by Paul Terbell whose identity was proved to me on the basis of satisfactory evidence, and acknowledged that he executed the same.

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

NOTARY PUBLIC

My Commission Expires: Sept. 19, 2012



THIS OFFER OF DEDICATION was accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by the Mayor and City Council of the CITY OF COTTONWOOD, Cottonwood, Arizona.

Diana Jones, Mayor  
City of Cottonwood

ATTEST:

Marianne Jundova, City Clerk

APPROVED AS TO FORM:

Steve Horton, Esq., City Attorney

**Dedication Description**

A parcel of land being a portion of the Southeast Quarter of the Southeast Quarter Section 28, Township 18 North, Range 3 East, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at the locally occupied South Quarter Corner of said Section 28, a found 1/4 inch rebar with an offset brass leg stamped "Found MKJ LS 4491" from which the locally occupied Southeast Corner of said Section 28, a found 3/4 inch rebar, bears South 88 degrees 51 minutes 35 seconds East, a distance of 2598.27 feet, thence South 88 degrees 51 minutes 35 seconds East, along the south line of said Section 28, a distance of 431.27 feet (South 88 degrees 51 minutes 35 seconds East, a distance of 425.74 feet record per Book 3292 of Official Records, Page 553 hereinafter referred to as record) to a found 1/4 inch rebar with plastic cap stamped "LS 13013";

thence South 88 degrees 51 minutes 37 seconds East, along the south line of said Section 28, a distance of 473.86 feet to a found 1/4 inch rebar with offset brass leg stamped "FOUND LS 32224";

thence North 00 degrees 33 minutes 18 seconds East, a distance of 520.72 feet to a point;

thence North 64 degrees 07 minutes 26 seconds West, a distance of 237.64 feet to a point;

thence North 84 degrees 20 minutes 07 seconds West, a distance of 111.25 feet to a point;

thence South 49 degrees 59 minutes 24 seconds West, a distance of 43.48 feet to a point;

thence North 89 degrees 56 minutes 32 seconds West, a distance of 81.20 feet to a point;

thence South 00 degrees 05 minutes 17 seconds West, a distance of 106.68 feet to THE POINT OF BEGINNING;

thence North 00 degrees 05 minutes 17 seconds West, a distance of 50.07 feet to a point;

thence North 86 degrees 55 minutes 46 seconds West, a distance of 130.63 feet to a point;

thence South 47 degrees 05 minutes 44 seconds West, a distance of 27.80 feet to a point;

thence South 01 degrees 07 minutes 14 seconds West, a distance of 38.61 feet to a point;

thence North 88 degrees 52 minutes 46 seconds West, a distance of 50.00 feet to a point;

thence North 01 degrees 07 minutes 14 seconds East, a distance of 89.63 feet to a point;

thence South 86 degrees 55 minutes 46 seconds East, a distance of 70.042 feet to a point;

thence South 86 degrees 55 minutes 46 seconds East, a distance of 130.02 feet to the POINT OF BEGINNING.

**YAVAPAI COUNTY RECORDER**  
Recorded at the Request of  
Commissioner Suzanne B.  
Encarnacion, Inc.  
Book \_\_\_\_\_ of Land Surveys  
Page \_\_\_\_\_  
Recorded in Yavapai County,  
Arizona.  
Ang Valoyan-Loyillo  
County Recorder  
Deputy Recorder

NAME	DATE
DESIGN JMG	1/28/2010
DRAWN JMG	1/28/2010
CHECKED MTE	2/09/2010
REVISED MTE	9/06/2010
JMG NAME	104022URE V9-28-06-06-0200-EASERENT DWG

DATE: 6/29/2011



**MAP OF DEDICATION**  
in the Southeast Quarter of Section 28, Township 18 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona

**CORNERSTONE E**  
SURVEYING & ENGINEERING, INC.

1010 N. Main Street  
Cottonwood, AZ. 86326  
PH: 928-649-0949  
FAX: 928-639-3801

JOB NUMBER: 10405E11

CLIENT	SHEET	SECTION	TOWNSHIP	RANGE
MJC/CAE	1 of 2	28	18N	3E

Gila & Salt River Base & Meridian

Job Name: Kindra Heights II  
Section 28, T18N, R3E  
Date: September 6, 2010



City of Cottonwood, Arizona  
City Council Agenda Communication



Meeting Date: October 19, 2010

**Subject: Cottonwood Business Assistance Center Memorandum of Understanding**

Department: Economic Development

From: Casey Rooney

**REQUESTED ACTION**

Approval of Memorandum of Understanding (MOU).

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

"I move to approve the Memorandum of Understanding with Northern Arizona Council of Governments for the development of the Business Assistance Center program and services."

**BACKGROUND**

The proposed Cottonwood Business Assistance Center (BAC) is a partnership between the City of Cottonwood, the Northern Arizona Council of Governments (NACOG) and Yavapai College (YC). Some of the costs associated with the development of the BAC are being absorbed by NACOG and YC. For NACOG to proceed and purchase equipment for the BAC, this Memorandum of Understanding (MOU) must be approved by the Cottonwood City Council.

**JUSTIFICATION/BENEFIT/ISSUES**

The ribbon cutting for the facility is scheduled for November 10th and an open house is scheduled for November 13th. I received this MOU from NACOG on October 8, 2010. Equipment will be purchased by NACOG and YC upon approval (and not before) of this MOU. There will be a time crunch between the time the MOU is approved, equipment purchased, receipt and installation of the equipment and the ribbon cutting.

**COST/FUNDING SOURCE**

Costs associated with maintenance, upkeep and utilities for our City owned building.

**REVIEWED BY**

City Manager: 

City Attorney: ISH

**ATTACHMENTS**

See MOU

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective upon approval of all parties, is between Northern Arizona Council of Governments ("NACOG") and the City of Cottonwood ("the City"). No party shall be bound by any legal obligation unless and until the Agreement is executed.

1. **Purpose.** NACOG and the City have formed a strategic alliance ("the Alliance") for the purpose of establishing a Business Assistance Center, delivering training programs and project oversight. The objective of this MOU is to establish the ongoing agreement for development of the program and services. Statements in this MOU to the effect that the parties "shall" take a certain action, or that any contemplated agreement "shall" contain specified provisions, are statements of the parties' intentions only and shall not be binding upon either party until the contract is executed.
2. **Scope.** The City will be a partner in the following:
3. **Relationship.** No person or entity shall be authorized to represent the Programs of the Alliance without the prior joint concurrence of NACOG and the City.
4. **Name.** The program shall be referred to as the "Business Assistance Center", and no variation is permitted without the prior consent of all members of the Alliance.
5. **Ownership of Program Content.** Training programs will be delivered (under contract with NACOG) by Yavapai College, Custom Training Solutions and Systems Technology Staffing based on the needs of the City Business Assistance Center, as agreed and assigned by NACOG for an average of ten (10) hours per month for each provider.
6. **Financial Matters.**
  - 6.1 The City shall provide up to 3,000 ft<sup>2</sup> of space located at 821 N. Main St., Cottonwood, AZ 86326.
  - 6.2 Any modifications, repairs or upgrades to the building in the 3,000 ft<sup>2</sup> area provided by the City will be at the expense of the City.
  - 6.3 The Alliance shall be a collaborating entity that will develop and operate the BAC in accordance with the terms and conditions set forth in the MOU and as described within the NACOG grant with the state of Arizona.
  - 6.4 NACOG will provide when appropriate a subsidized receptionist for the BAC funded by the Workforce Investment Act (WIA). NACOG will provide some office equipment to be agreed upon by both parties. NACOG will provide two (2) BAC door insignias with an approximate value of \$80.00.

7. **Term.** The initial term of this MOU shall be from October 15, 2010 through June 30, 2011 unless otherwise extended in writing signed by both parties. This agreement may be terminated by either party upon thirty (30) days written notice to the other party. Any equipment/supplies purchased by NACOG will remain the property of NACOG and will be returned to NACOG upon termination of this agreement.
8. **Good Faith.** In exercising the powers granted by the Agreement and in performing the duties required by this MOU, each party has a duty to act in good faith with the reasonable belief that such party's actions are in the best interest of the Alliance and the BAC provided that an error in judgment by itself shall not constitute a violation of this duty.
9. **Nondiscrimination Policy.** Both parties shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Both parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
10. **Indemnification.** Each party shall and hereby does indemnify, defend and hold harmless the other party, including their directors, officers, employees, students, consultants, and agents, from and against any claims, demands, loss, damage or expense relating to any third-party infringement claim, bodily injury or death of any person or damage to real and/or tangible personal property incurred while such other party is performing activities under the auspices of the Agreement if and to the extent such is caused by the negligent or willful acts of omissions of the indemnifying party, its personnel or agents in the performance of activities described in or called for in the implementation of the Agreement.
11. **Limitation of Liability.** Except in the case of gross negligence or bad faith, or except as limited or prohibited by the parties' then applicable liability insurance policies, neither party shall be liable to the other for any incidental, special, or consequential damage arising from the implementation of this MOU, the Agreement or any performance or non-performance hereunder.
12. **Reporting.** Quarterly reports are due to the Department of Commerce throughout the duration of the grant period. Information pertinent to this report will be sent from the City to NACOG no later than five (5) days before the end of the reporting period. NACOG will combine information from both parties, submitting the combined report to Department of Commerce with a copy to the City. Report timelines for the Department of Economic Security, WIA Section, will be handled according to their stipulations and will be handled in the same way as those for the Department of Commerce, upon request.
13. **Miscellaneous.**
  - 13.1 **Governing Law.** This MOU shall be governed by the laws of the State of Arizona.
  - 13.2 **Dispute Resolution.** The parties shall make a good faith attempt to amicably resolve any dispute, controversy or difference which may arise between the parties out of, in relation to or in connections with, this MOU or breach thereof. If such discussions fail, the dispute shall be settled by arbitration. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrator(s) shall be final and binding upon the parties. The arbitrator(s) shall provide reasoned, written opinions for all decisions.
  - 13.3 **Assignment.** Neither party shall assign, convey, encumber, or otherwise dispose of its rights or obligations under this MOU or any provisions thereof, except with the consent of the other party.

- 13.4 **Warranty.** Each party warrants that it has the full right to enter into this MOU and to undertake the obligations and grant the rights set forth herein.
- 13.5 **Cancellation for Conflict of Interest.** This agreement is subject to the provisions of Arizona Revised Statutes Section 38-511, which are hereby incorporated into this Agreement as if fully set forth herein.
- 13.6 **Compliance with Immigration Laws and Regulations.** Pursuant to the provisions of A.R.S. §41-4401, each Party warrants to the other Party that the warranting Party and all its subconsultants are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). Each Party acknowledges that a breach of this warranty by the warranting Party or any of its subconsultants is a material breach of this MOU subject to penalties up to and including termination of this MOU or any subcontract. Each Party retains the legal right to inspect the papers of any employee of the other Party or any subconsultant who works on this MOU to ensure compliance with this warranty.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Memorandum of Understanding effective as of \_\_\_\_\_ day of \_\_\_\_\_ 2010.

NACOG  
221 N. Marina St., Suite 201  
Prescott, AZ 86301

City of Cottonwood  
827 N. Main St.  
Cottonwood, AZ 86326

\_\_\_\_\_  
Teri Drew, Regional Director  
NACOG Economic Workforce Development

\_\_\_\_\_  
Diane Joens, Mayor  
City of Cottonwood

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

City of Cottonwood, Arizona  
City Council Agenda Communication



Meeting Date: October 19, 2010  
Subject: **Mesquite Hills Subdivision Release of Lot 28**  
Department: Public Works  
From: Troy Odell P.E., Utilities Engineer

**REQUESTED ACTION**

Requested is the approval of the release of lot 28 from the third party trust held with Read Homes for the Mesquite Hills Subdivision Phase I.

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

“I move to release Lot 28 from the third party trust from the Mesquite Hills Subdivision Phase I.”

**BACKGROUND**

On December 16, 2008, City Council released 60 of the 62 lots in Phase I of the Mesquite Hills Subdivision as the developer had completed the majority of the onsite improvements. Lot 2 was held for the sidewalks which had yet to be completed and lot 28 was held until the improvements at the intersection of SR89A and Mingus Ave were completed.

The improvements at the intersection included the widening of the road to allow for a right turn lane. These improvements are now complete.

The sidewalks within the subdivision are yet to be completed and lot 2 will remain in the third party trust until the sidewalks are completed.

**JUSTIFICATION/BENEFITS/ISSUES**

The third party trust is the “surety” that work be completed. Lots cannot be sold until they are released from the third party trust by the city.

**Sidewalks** --- The developer would like to postpone the interior sidewalk construction until the bulk of houses are built because the sidewalks are commonly broken during the house building effort. Read Homes proposes that after 50% of the houses on a street have been built, the sidewalk will be built on the entire street before another building permit will be released. For the first 50% of the homes built on

a street, the sidewalk will be placed immediately after the home is built. To guarantee the sidewalk construction, lot 2 will remain in the third party trust until the sidewalks are completed.

**COST/FUNDING SOURCE**

NA

**REVIEWED BY:**

City Manager:



City Attorney:



**ATTACHMENTS**

None

City of Cottonwood, Arizona  
City Council Agenda Communication



Meeting Date: October 19, 2010

**Subject: Emergency Communications Center, Facility and Equipment Needs Study, Contract Approval**

Department: Public Works/Engineering

From: Scott Mangarpan, Public Works Project Manager

### **REQUESTED ACTION**

Approval from the City Council to proceed with the award of a professional services contract to iXP Corporation to complete a facility and equipment needs study for a new Emergency Communications Center in the amount of \$75,000.

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

"Move that City staff proceed with the award of a professional services contract to iXP Corporation to complete a facility and equipment needs study for a new Emergency Communications Center in the amount of \$75,000, subject to final approval of contract details by the City attorney.

### **BACKGROUND**

The Cottonwood Police Department Communications Center, a law enforcement communications operation, serving Cottonwood PD, Clarkdale PD, Jerome PD, Prescott Area Narcotics Taskforce, and Dead Horse State Park, is in need of a new communications center. The current Police Department Communications Center is located within the Cottonwood Public Safety Building in a retrofitted office/closet space, not specifically intended to be used as a communications center. As such, the functionality of the communications center is strained due to lack of space and inadequate ventilation. The current communications center cannot be expanded, not only due to space restrictions, but also due to the lack of building electrical power and telephone and data capacity.

City staff have identified the need to build or establish a communications center that will ensure that the highest level of service is provided in the most efficient manner. City staff also recognize the need to evaluate the feasibility of constructing or establishing a new communications center, which may include several outcomes, based on the results of the facility and equipment needs study. The outcomes may include, but are not limited to: a new,

stand alone communications center for the City of Cottonwood, supporting current operations or a co-located communications center, which may include several combinations of public safety agencies, or possibly a regional, consolidated communications center.

There is interest from other Verde Valley public safety agencies in participating in the facility and equipment needs study for the consideration of the potential outcomes, either as a partner, stakeholder, or subscriber.

The City of Cottonwood currently owns property at the southwest corner of East Aspen Street and South 7th Street, directly behind the Public Safety building. This site has been identified as the location for a new Emergency Communications Center if one is to be constructed.

On June 8, 2010 Statements of Qualifications were received from consulting firms for the facility and equipment needs study for the new Emergency Communications Center. A selection committee was established consisting of Mike Casson, Cottonwood Fire; Gary Eisenga, Cottonwood Police; Marie Carpenter, Cottonwood Police; and Scott Mangarpan, Cottonwood Public Works. Three firms were selected to be interviewed and iXP Corporation was ranked as best qualified by the selection committee. We have completed fee negotiations with iXP Corporation and the City attorney is currently reviewing the proposed contract terms. iXP Corporation and City staff are ready to start the work to complete the study as soon as the contract is approved.

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

Participation by the current stakeholders in the communications center as well as potential stakeholders will be critical to determining the appropriate scope and organization of any new facility.

### **COST/FUNDING SOURCE**

Contract will be awarded to iXP Corporation in the amount of \$75,000.

### **REVIEWED BY:**

City Manager: \_\_\_\_\_



City Attorney: \_\_\_\_\_

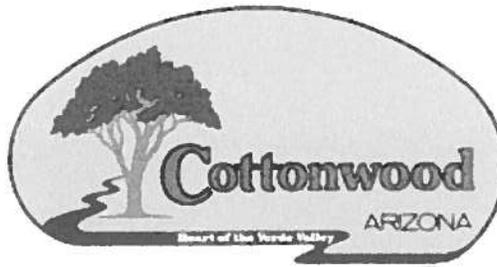


### **ATTACHMENTS**

Task list and fee proposal from iXP Corporation.



***iXP Scope of Work***  
***For the City of Cottonwood Dispatch***  
***Consolidation/Feasibility Study***



---

**September 27, 2010**

iXP Corporation  
1249 S. River Road  
Cranbury, NJ 08512  
Tel: 609.409.7272  
Fax: 609.409.7623  
[www.ixpcorp.com](http://www.ixpcorp.com)

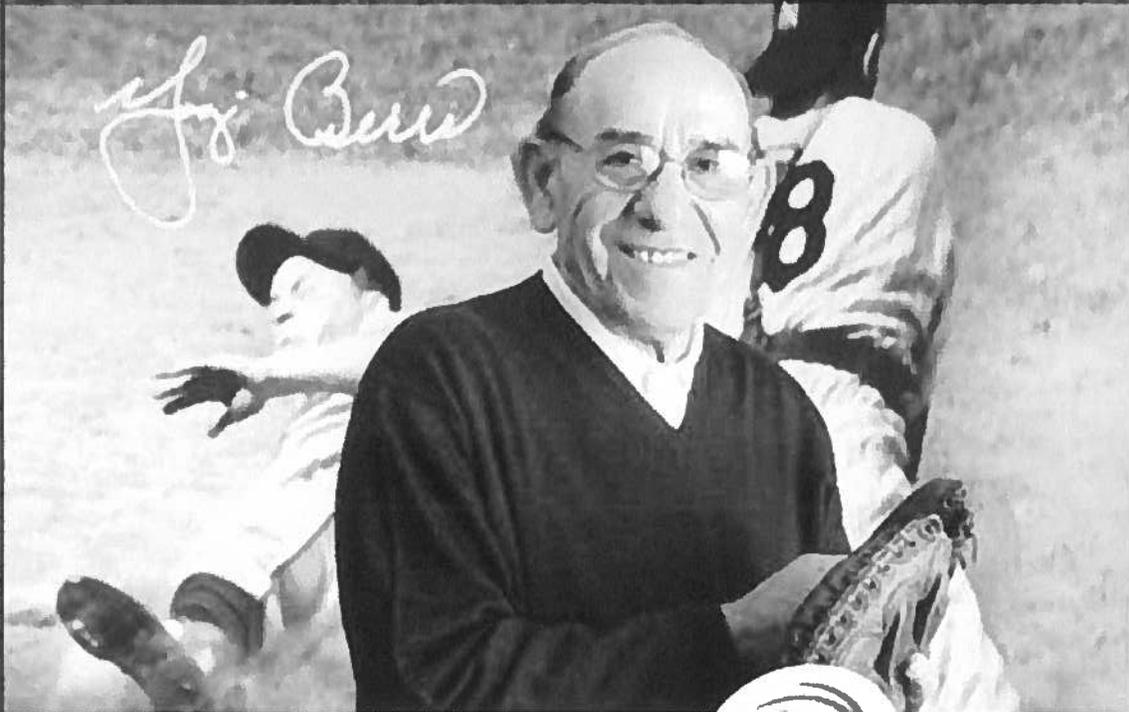
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or you're Out.  
No two ways about it."**

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## Introduction

*“The future ain’t what it used to be!”* – Yogi Berra

We all smile when we hear “Yogi-isms” that remind us of the simpler times of days gone by. The City of Cottonwood however, has captured and successfully maintains that hometown feel of yester-year. During these tough economic times, this is no small feat. When iXP discovered that the City of Cottonwood was looking to increase the efficiency of their government operations through identifying options for shared service solutions, we asked to learn more.

After numerous productive meetings with representatives from the City of Cottonwood we have been asked to provide a scope of work that describes the methodology and tasks required for a Consolidation Assessment and Feasibility Study to determine the viability of a regionalized public safety communication center.

Our discussions thus far have revealed:

- Providing the highest level of service in the most efficient manner is critically important to the City of Cottonwood;
- The City of Cottonwood has a strong desire to move forward with either a regionalized communications center or a City of Cottonwood public safety communications center;
- There is good support and a high level of interest for the feasibility study from the City of Cottonwood and potential stakeholders; and
- There are multiple stakeholders who are interested in joining a regional public safety communications center.

We offer the following formal Vision Statement for your consideration and adoption. As Mr. Berra reminds us, *“A nickel ain’t worth a dime anymore!”* But with a strong vision, you will ensure the direction your mission takes remains focused and provides you with honest value and tangible outcomes.



## Goals and Objectives

Cost containment and improved service levels are identified goals of the City of Cottonwood. The City is seeking a comprehensive and independent review with justifiable options for consideration to consolidate and/or create a regional public safety communications center. Both elements of efficiency should be present in any consolidation consideration.

The objectives of the project are:

- A desire to develop a Business Case that will provide the most cost effective Public Safety communications service possible in the most cost effective fashion;
- A wish to explore the opportunity to provide improved emergency communications and response;
- A desire to examine the feasibility of creating a regional public safety communications center; and to
- Identify methods to improve current service levels and technologies in the event that a full regionalization is deemed to be unfeasible.

## Assumptions

In any evaluative study of this nature, some assumptions are necessary in order to develop an effective and planned approach. For our purposes the following assumptions will be made:

- Investigating possible cost savings is important if it can be achieved, but would not be the only driver in a thoughtful consolidation and/or regionalization analysis;
- Service level improvements are essential if any level of consolidation and/or regionalization is to be considered and service level deterioration will not be viewed as favorable by the study participants; and
- The agencies are open to considering any and all options, including no consolidation if the analysis is supportive.



## Scope of Work

The consolidation and/or regionalization of public safety communications centers has become popular in recent years due to its many potential benefits and advantages. Such benefits include economies of scale and reduced costs when equitably applied to staffing, improving technology, streamlining policies and procedures, technology standardization and interoperability, budgets, and protocols. It also offers increased accountability and flexibility to implement policies and procedures via a standardized and public safety certified training program.

iXP Corporation has been asked by the City of Cottonwood to provide a high level assessment and independent analysis of the various options for creating a regional public safety communications center. We are pleased to provide this professional services multi-phase proposal for the assessment, design and implementation of a regional public safety communications center.

iXP's methodology is to help the client solve mission critical problems for their organizations and it is therefore important to understand that this communications center project will be a multi faceted undertaking which requires a comprehensive approach. iXP will utilize its wealth of knowledge and expertise by focusing its resources on the four major building blocks of public safety communications centers– ***Governance, Operations, Technology and Facilities***. iXP will focus on these four critical areas when assessing, evaluating, planning and designing options for consolidation of public safety communications services.

The iXP approach to this study, as it is to all of our client based services, is to thoroughly understand the needs and capabilities of the City and potential stakeholder agencies. The methodology employed is to utilize iXP experts who have collective knowledge and proficiency in the areas under review and who understand how to assess, design, and program manage solutions that will best meet the needs of the participating departmental stakeholders and the community served.

There are many unique and intricate considerations for a project of this size and iXP Corporation is recommending a multi -phased approach. The phases are briefly described below.

The first phase will establish a baseline of the current public safety communications environment and the collective vision for a regional operation. The focus of this phase will be on the governance aspects of the project, workload and staffing requirements and the operational requirements of the stakeholder agencies. It will entail assessing and evaluating the governance aspects of this project, looking at the workload and current costs of existing communication environment and providing recommendations as to whether a regional public safety communications center is feasible. This will allow decisions to be made that are based on reliable and accurate information before proceeding to the second project phase.



A survey of available data and information is required to develop an understanding of the operations of each of the current Communications Centers identified. A wide range of data and information on the current management, operations, and technology will be reviewed. Following the collection and compilation of the data, the information will be assembled in a manner that allows evaluation of the common and unique elements of each Center.

The deliverable for this first phase will be our findings, recommendations on potential savings and service improvements in a consolidated and/or a regional public safety communications center along with some governance/funding models. The Assessment report will be presented to the City Manager and other members of the management team as requested for review and for the City and other potential stakeholder agencies to reach decisions on the options presented. Once the report has been reviewed and the agencies who wish to proceed have been identified iXP and those agencies can move to the second phase.

The second phase will provide a conceptual design for a consolidated and/or a regional public safety communications center facility with timelines and budgetary estimates that includes a full technology outfitting. Also included will be management and staffing plans with budgetary estimates for a five year cycle. This phase will also include an option for an iXP service level delivery, (outsourcing) which would include the facility, technology and operations of the center for a fixed multi-year price.

A third phase option for delivery of the initiative can entail using iXP industry experts in a Program/Project Management role which will ensure that implementation and transition are completed to scope, on time and on budget.

iXP will provide the identified current Communications Centers with a site visit guide that will identify the information and data that will be needed to be collected such as, call volumes, staffing, budgets, etc, during the on site visit. Having this information for the scheduled on site visit will be a critical path item and require full support from all the Centers involved. iXP will also request that a City of Cottonwood Public Safety Official – Police or Fire be assigned as the liaison between iXP and the other identified Communication Centers to facilitate the gathering of information. The benefit of these requests is that it helps to speed the process and makes the on site time more productive, which helps to reduce time and save money during the needs assessment.



## **Task List – First Phase**

### **Cottonwood Regional E-911 Planning Project**

- Develop Site Visit Guide for each Communication Center
- Send Site Visit Guide and Letters of Intent to Participants
- Vision session/ kick off meeting with Participating Public Safety Command Staff - Collect Letters of Intent. Answer any group questions about Site Visit Guide

### **On site Visits and Data Collection**

#### **Governance**

- Review Organizational and Stakeholder Governance Models
- Review Operational and Capital Budget Models
- Review Internal Management Structure

#### **Operations**

- Observe and review Call Taking and Dispatching Protocols
- Review Staffing Configuration, Levels and vacancy rates last 2 years
- Review recruiting and training process and costs
- Review pay and benefit schedule including any planned increases
- Overtime costs last 2 years
- Review GIS and Addressing Functions
- Review 9-1-1 Administration and Revenue Processes
- Observe and review Communications with Responders (Radio System)
- Collect Workload Data (911 call statistics, 10 digit call statistics, dispatching Calls for Service, officer initiated events, non-Dispatch duties, etc.)

#### **Technology - Review and document existing PSAP systems**

- CAD
- RMS or CAD relationships to external RMS
- External databases (or interfaces to those databases)
- Mapping, GIS and/or AVL Applications and integrations to CAD, 911 or other systems
- Mobile applications (CAD, RMS, AVL, etc.)
- 9-1-1 Telephony System
- General Telephony System
- Logging and Recording System
- Radio console system
- Radio System Overview
- Fire Paging and Alerting
- Data Networking and Administrative Applications
- Technology support mechanisms/costs (internal staff, county staff, vendor contracts, etc.)



**Facilities - Review and document existing PSAP facilities**

- Review physical layout, dimensions, relationships to other functions and opportunities for possible use as backup center
- Review shared infrastructure systems for the facility (power, emergency power, HVAC, security, etc.)
- Review infrastructure systems dedicated to the PSAP
- Costs: rent, utilities, taxes, insurance, maintenance, etc - last 2 years
- Meeting to allow agency time to have input. This will be done either by phone or in person

Develop and send follow-up questions to each PSAP

Receive additional information and compile with site visit data

**Tasks 2 & 3 - Develop written profiles of each county's current conditions from the information developed in Task 1**

- Cottonwood Police Department
- Sedona Police Department
- Sedona Fire District
- Camp Verde Marshals Office
- Send Draft Profile Reports for Review
- Receive corrections and edits to Profiles

**Task 4 - Determine which services and technologies could be consolidated and/or shared, the approximate costs and timelines, and technical implementation strategies. Specific operational areas to be examined include (but are not limited to)**

- Develop strategies for consolidated or shared services
- Develop strategies for consolidated or shared technologies
- Develop potential timelines for implementing these strategies
- Develop potential costs for implementing these strategies

**Task 5 - Develop potential technical and organizational issues that sharing or consolidating services may create along with mitigating strategies**

**Task 6 - Draft Report, Final Report, Presentation**

- Draft Report Compilation
- Deliver Draft Report
- Develop Final Report
- Final Report Presentation



## **Pricing and Payment – First Phase**

iXP proposes a firm fixed price for the services included in this First Phase proposal of **\$75,000**. **This total fixed price INCLUDES all reimbursable and travel expenses. No additional charges will be incurred.** This price is valid for a period of ninety days (90) from the date of the proposal.

iXP proposes the following payment schedule:

**35% at contract signing - \$26,250.00**

**35% at the end of TASK 3 - \$26,250.00**

**30% at the delivery of the Phase 1 Final Report - \$22,500.00**

**All prices are inclusive of travel and living costs and other customary business expenses such as printing, telephone charges, etc. All prices are exclusive of any State, County or City taxes or business fees that may be required to conduct business with The City of Cottonwood, Arizona. Invoices will be issued according to the schedule above and payment is expected net thirty (30) days of receipt of invoice.**



City of Cottonwood, Arizona  
City Council Agenda Communication



Meeting Date: October 19, 2010

**Subject: Fire Apparatus Proposal**

Department: Administrative Services and Fire Department

From: Jesus R. Rodriguez, CGFM, Administrative Services General Manager

**REQUESTED ACTION**

Staff is requesting that Council review and consider the approval of the attached Inter-local Contract for Cooperative Purchasing between the City of Cottonwood and the Houston-Galveston Area Council (HGAC). Inclusive in the request is authorization for the Cottonwood Fire Department to move forward with the design and construction of a Fire Apparatus currently in the budget and that staff work with Frontier Emergency Products, the apparatus vendor to reduce costs, by possibly paying for a portion of the equipment and chassis when it is delivered to the fire apparatus factory.

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

"I move to waive the City's standard procurement procedures pursuant to Section IV.VI.C of the City's Financial Operations Guide to allow for the purchase of a fire apparatus through the Houston-Galveston Area Council's cooperative purchasing program; to authorize the purchase of a fire apparatus through this program for a maximum total purchase price of \$498,868.00; to authorize the City Attorney and the Administrative Services General Manager to negotiate the final terms of the agreement, and the Mayor to execute the agreement once it is finalized; and to authorize staff to work to reduce the final cost of the equipment by taking steps that include but are not limited to authorizing payment for the chassis upon its delivery to the assembly plant in Wyoming, Minnesota in exchange for a discount of \$6,860.00."

**BACKGROUND**

The council allocated \$500,000 in the FY 2011 budget for a fire apparatus which is expected to be financed through a Lease Purchase agreement either late this fiscal year or early next. The determination as to when to fund will be timed with the extinguishment of one of the current Lease Purchase agreements. This strategy will not unduly burden the funding source, that being the .2% sales tax.

With the increase in firefighters, which is funded through a Staffing for Adequate Fire and Emergency Response (SAFER) Grant, Cottonwood was able to establish another engine company. What has been at issue is the one fire apparatus currently being used by the additional engine company was meant to be a backup/reserve apparatus and not a first line vehicle. This new apparatus will alleviate this issue and return the backup/reserve apparatus to its intended purpose. To this end, the Fire Department has been busy looking at options to attain the necessary apparatus.

During their research, they located a Houston, Texas based organization, the Houston-Galveston Area Council (HGAC) which already has contracts in place for the equipment that the department is looking for.

**JUSTIFICATION/BENEFITS/ISSUES**

By using this method of acquisition, it being allowed through our Procurement Policy, the City of Cottonwood saves time and money. As a note, the State of Arizona does not have a procurement program such as HGAC when it comes to emergency fire apparatus.

**COST/FUNDING SOURCE**

The funding for the acquisition is currently budgeted and will ultimately be financed through a Lease Purchase agreement. This agreement will be paid off from the .2% sales tax collections. As a note, any prepayment of equipment or chassis related to costs savings will be initially funded by the CIP fund and reimbursed upon securing the Lease Purchase financing.

**REVIEWED BY:**

City Manager: \_\_\_\_\_

City Attorney:  /SH

**ATTACHMENTS**

- Attachment A - Inter-local Contract for Cooperative
- Attachment B - Fire Apparatus Proposal
- Attachment C - Fire Apparatus Proposal - Warranty Maintenance Incentive
- Attachment D - Fire Apparatus Proposal - \$12,500 Equipment Allowance Incentive
- Attachment E - Information about the program



**INTERLOCAL CONTRACT  
FOR COOPERATIVE PURCHASING**

ILC

No.: \_\_\_\_\_

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \* \_\_\_\_\_, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \* \_\_\_\_\_

**W I T N E S S E T H**

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \* \_\_\_\_\_ (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \* \_\_\_\_\_ and ends \* \_\_\_\_\_. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

\*  
Name of End User (local government, agency, or non-profit corporation)

\*  
Mailing Address  
\*  
City State ZIP Code

\*By:  
Signature of chief elected or appointed official

\*  
Typed Name & Title of Signatory Date

**Houston-Galveston Area Council**  
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Manager

Date: \_\_\_\_\_

*\*Denotes required fields*

**\*Request for Information**

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed form to **H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.**

Name of End User Agency: \_\_\_\_\_ County Name: \_\_\_\_\_  
*(Municipality / County / District / etc.)*

Mailing Address: \_\_\_\_\_  
*(Street Address/P.O. Box) (City) (State) (ZIP Code)*

Main Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Physical Address: \_\_\_\_\_  
*(Street Address, if different from mailing address) (City) (State) (ZIP Code)*

Web Site Address: \_\_\_\_\_

Authorized Official: \_\_\_\_\_ Title: \_\_\_\_\_  
*(City manager / Executive Director / etc.)*

Mailing Address: \_\_\_\_\_ Ph No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
*(Street Address/P.O. Box)* Fx No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

\_\_\_\_\_  
*(City) (State) (ZIP Code)*

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
*(Purchasing Agent/Auditor etc.)*

Mailing Address: \_\_\_\_\_ Ph No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
*(Street Address/P.O. Box)* Fx No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Email Address: \_\_\_\_\_

\_\_\_\_\_  
*(City) (State) (ZIP Code)*

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
*(Public Works Director/Police Chief etc.)*

Mailing Address: \_\_\_\_\_ Ph No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
*(Street Address/P.O. Box)* Fx No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Email Address: \_\_\_\_\_

\_\_\_\_\_  
*(City) (State) (ZIP Code)*

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
*(EMS Director/Fire Chief etc.)*

Mailing Address: \_\_\_\_\_ Ph No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
*(Street Address/P.O. Box)* Fx No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Email Address: \_\_\_\_\_

\_\_\_\_\_  
*(City) (State) (ZIP Code)*



2940 W. Osborn Rd - Phoenix, AZ 85017  
(602) 305-7477 - (602) 305-7573 Fax - [www.firetrucksaz.com](http://www.firetrucksaz.com)

---

September 20, 2010

Mike Kuykendall  
Cottonwood Fire Department  
199 South 6<sup>th</sup> Street  
Cottonwood, AZ 86326

### **Re: Fire Apparatus Proposal**

Dear Mike,

Thank you for the opportunity to provide you with a proposal in regards to your upcoming apparatus needs. Frontier Emergency Products and Rosenbauer America are pleased to offer you the following apparatus subject to change if desired for one (1) Custom Pumper Fire Apparatus. This apparatus is available for purchase off of the HGAC contract.

#### **One (1) Rosenbauer General Division Custom Pumper**

As per the highlight specifications provided, the cost of the apparatus as described and subject to change if desired is \$467,981.00 plus applicable tax of \$30,887.00 calculated at 6.6% to be paid for by the city for a total purchase price of \$498,868.00 including sales tax and delivery.

Please note that a \$10,500.00 discount has been applied to the above total purchase price as a first time Rosenbauer customer incentive.

#### **Delivery**

Delivery of the apparatus will occur in approximately 10 months from a properly executed contract.

#### **Discount Payment Option**

If the chassis is paid for at time of completion and delivery to Rosenbauer General located in Wyoming MN, \$6,860.00 will be deducted from the final invoice amount.

*Cost of chassis.*

#### **Payment Terms**

Payment is cash due upon delivery of the apparatus.

Our vision is to help our customers save lives and protect property by listening and understanding their needs and by providing products and services of unmatched quality and value

## **Training**

Up to three (3) days of operational and maintenance training will be provided after delivery and payment of the apparatus.

Additionally, as a training enhancement to the Cottonwood Fire Department, Frontier Emergency Products will provide, at no additional cost, a customized power point training presentation related to systems operation, basic maintenance and safety of apparatus. This program, upon completion of training, becomes the property of the Fire Department to be used for future training and familiarization of the apparatus.

## **Service**

Service and warranty support will be provided by our factory trained staff of technicians either in our shop located in Central Phoenix or through our mobile service unit. Service support can be obtained 24 hours a day through our 1-800 number should the need arise.

Thank you for the opportunity to provide you with our proposal. We look forward to working with you and the Cottonwood Fire Department to provide the best apparatus available in the industry today.

Should you have any questions please feel free to call me at (602) 421-2472.

Sincerely,

Mike Heston  
Frontier Emergency Products

Our vision is to help our customers save lives and protect property by listening and understanding their needs and by providing products and services of unmatched quality and value



2940 W. Osborn Rd - Phoenix, AZ 85017  
(602) 305-7477 - (602) 305-7573 Fax - [www.firetrucksaz.com](http://www.firetrucksaz.com)

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September 28, 2010

Mike Kuykendall  
Cottonwood Fire Department  
199 South 6<sup>th</sup> Street  
Cottonwood, AZ 86326

**Re: Fire Apparatus Proposal**

Dear Mike,

Once again I just wanted to say thank you for the opportunity to work towards earning your business.

As a follow up to our proposal dated September 20, 2010 and an additional incentive, Frontier Emergency Products will provide at no additional cost to the Cottonwood Fire Department the first year annual inspection and service.

We will provide a complete bumper to bumper inspection just prior to the first year of the warranty expiring, change all appropriate fluids and filters, make any necessary adjustments and perform a pump test as required by NFPA.

Frontier will pick up and deliver the truck at no charge to the Cottonwood Fire Department for this work to be performed.

Thank you for the opportunity to provide you with this additional information. We look forward to hopefully working with you and the Cottonwood Fire Department to provide the best apparatus available in the industry today.

Should you have any questions please feel free to call me at (602) 421-2472.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Heston', is written over a horizontal line.

Mike Heston  
Frontier Emergency Products

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September 28, 2010

Mike Kuykendall  
Cottonwood Fire Department  
199 South 6<sup>th</sup> Street  
Cottonwood, AZ 86326

**Re: Fire Apparatus Proposal**

Dear Mike,

As a follow up to our previous communication where we will provide the first year annual service at no additional cost, we are also pleased to offer the Cottonwood Fire Department a \$12,500.00 "Equipment Allowance" that can be utilized at the department's discretion for additional people to attend the pre-construction conference at the factory or the final inspection trip, additional options for the apparatus if desired or for loose equipment to outfit the apparatus just prior to delivery.

Thank you for the opportunity to provide you with this additional information. We look forward to hopefully working with you and the Cottonwood Fire Department to provide the best apparatus available in the industry today.

Should you have any questions please feel free to call me at (602) 421-2472.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Heston', is written over a horizontal line.

Mike Heston  
Frontier Emergency Products

GENERAL PURPOSE  
& EMERGENCY  
VEHICLESCOMMUNICATIONS  
EQUIPMENT &  
SERVICESGROUNDS  
FACILITIES &  
PARKS EQUIPMENTPUBLIC  
WORKS  
EQUIPMENTEMERGENCY  
EQUIPMENT  
& SUPPLIESCONSULTING  
LEASING & STAFFING  
SERVICESEMERGENCY  
PREPAREDNESS &  
DISASTER RECOVERYCOOPERATIVE  
ENERGY  
& FLEET FUELYou are here: [Home](#) > [Information About The Program](#) > [Interlocal Contract Form \(ILC\)](#)

## INFORMATION ABOUT THE PROGRAM

### INTERLOCAL CONTRACT FORM (ILC)

FREQUENTLY ASKED  
QUESTIONS

### JOINING HGACBUY BY EXECUTING AN INTERLOCAL CONTRACT (ILC)

In order to participate in HGACBuy, you must:

1. Be a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service); and
2. Possess legal authority to enter into the Contract.

End User warrants that both requirements are fulfilled by execution of an ILC.

**Steps For Completion And Processing:** **Step 1:** Print two copies of the appropriate HGACBuy ILC Form and fill in all required information, including the date your governing body authorized the ILC.

**Step 2:** Secure signature by an individual with authority to contractually bind your entity.

**Step 3:** Send both documents with original signatures to HGACBuy at the address indicated on the ILC Form.

**Step 4:** HGACBuy will execute both copies of the contract and return one to you. **Special Requirements For Non-Profit Corporations:**

Qualifying non-profit corporations providing one or more government services (e.g. Volunteer Fire Departments, Emergency Medical Services) must also submit the following items together with the ILC documents:

1. Copy of 501(c)(3) Form
2. Copy of Charter and By-Laws highlighting section(s) demonstrating that your organization performs a governmental service.
3. A letter describing the governmental service(s) that your organization performs. (This requirement does not apply to Volunteer Fire Departments or organizations providing Emergency Medical Services)

Fax copies of Interlocal Contracts will be accepted and processed subject to the same requirements as original documents.



**Interlocal Contract Form!!!  
(Membership Form)**

[Click here to download the ILC form to join HGACBuy...](#)

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## COOPERATIVE PURCHASING

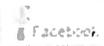
HGAC BUY



HGACBuy is a "Government-to-Government" procurement service available nationwide. Governmental entities have been procuring products and services through HGACBuy for over 30 years. As a unit of local government assisting other local governments, HGACBuy strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals. All contracts available to members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statutes.

All units of local government, including non-profits providing governmental services, are eligible to join HGACBuy. Visit the [The HGACBuy Web site](#)

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<b>CLAIMS REPORT OF OCTOBER 19, 2010</b>			
<b>FUND</b>	<b>VENDOR NAME</b>	<b>DESCRIPTION</b>	<b>TOTAL</b>
<b>TOTAL</b>			<b>\$0.00</b>
<b>CLAIMS EXCEPTIONS REPORT OF OCTOBER 19, 2010</b>			
<b>FUND</b>	<b>VENDOR NAME</b>	<b>DESCRIPTION</b>	<b>TOTAL</b>
All	City of Cottonwood	PAY DATE 10/15/2010	\$394,978.25
All	APS	Utilities	\$83,195.13
Utilities	Ferguson	Arsenic Supplies, Equipment Maintenance and	\$15,289.42
All	United Fuel	Gas & Oil	\$9,139.78
All	AZ Municipal Risk Retention Pool	Work Comp for 1st Qtr 2011	\$44,490.00
Gen	AZ State Treasurer	September Monies	\$14,427.60
Hurf	R&T Repair	CAT vehicle maintenance	\$5,769.43
Gen	Sedona Fire District	Disptaching October 2010	\$10,435.60
<b>TOTAL</b>			<b>\$577,725.21</b>