

AGENDA

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA,
TO BE HELD NOVEMBER 1, 2016, AT 6:00 PM., AT THE COUNCIL CHAMBERS BUILDING,
826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER -- THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.
- V. AWARDS
 - EYES (EMPLOYEES YIELDING EFFECTIVE SAFETY) QUARTERLY AWARD-- A.J. PURINTON, FIRE FIGHTER.
 - CERTIFICATE OF APPRECIATION FROM THE NORTHERN ARIZONA COUNCIL OF GOVERNMENTS (NACOG) TO DIANE JOENS FOR DEDICATED SERVICE.
- 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(H).) Comments are limited to a 5 minute time period.
- VII. APPROVAL OF MINUTES
 - SPECIAL MEETING OF OCTOBER 18, 2016, AND REGULAR MEETING OF OCTOBER 18, 2016.
 - Comments regarding items listed on the agenda are limited to a 5 minute time period per speaker.***
- VIII. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
 1. REQUEST TO WAIVE SECTION 9.12.030, ALCOHOLIC BEVERAGES, OF THE MUNICIPAL CODE, TO ALLOW THE SALE AND CONSUMPTION OF BEER DURING THE DISCING 4KIDS EVENT SCHEDULED FOR NOVEMBER 5, 2016, AT RIVERFRONT PARK.
 2. SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY EDDIE M. DIAZ, APPLICANT FOR DISCING 4KIDS, INC., FOR AN EVENT SCHEDULED FOR NOVEMBER 5, 2016, AT RIVERFRONT

PARK.

3. ORDINANCE NUMBER 622--AMENDING THE ZONING MAP OF THE CITY OF COTTONWOOD, ARIZONA, FOR FIVE PARCELS OF LAND TOTALING APPROXIMATELY 100.83 ACRES, LOCATED EAST OF THE INTERSECTION OF GROSETA RANCH ROAD AND STATE ROUTE 89A, APN 406-32-080P; 406-23-036V, 406-32-036W, 406-32-174B, AND 406-32-174C, SO AS TO CHANGE CERTAIN DISTRICT BOUNDARIES AND CLASSIFICATIONS THEREOF FROM THE PRESENT ZONING OF PAD (PLANNED AREA DEVELOPMENT) AS APPROVED PER ORDINANCE NUMBER 408 ON NOVEMBER 20, 2001, TO AN ALTERNATIVE PAD ZONE; FIRST READING.
4. AWARD OF CONTRACT AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH SOUTHWESTERN ENVIRONMENTAL CONSULTANTS, INC., TO DESIGN THE MINGUS AVENUE IMPROVEMENT PROJECT, FROM 8TH STREET TO MAIN STREET.

IX. CLAIMS AND ADJUSTMENTS

X. ADJOURNMENT

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

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

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

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



EMPLOYEES YIELDING EFFECTIVE SAFETY (E.Y.E.S.)

Instructions: EYES is a format to help identify maintenance deficiencies noted in normal operations. If the deficiency is an emergency condition, please notify the necessary department: Public Works Department (634-8033) ; Police Department & Code Enforcement (634-4246). ALL hard copy forms should be sent to Human Resources / Risk Management (340-2717).

Incentive: Employees submitting EYES reports will be eligible for a QUARTERLY DRAWING. All submittals will be eligible for the ANNUAL DRAWING in which a grand prize will be awarded.

DEFICIENCIES TO LOOK FOR: (check all that apply)

- | | | |
|--|---|---|
| <input type="checkbox"/> Improper Use of Signs
(Businesses, yard sales, etc.) | <input type="checkbox"/> Traffic Signal Malfunction
(non emergency, ie: light partially out) | <input type="checkbox"/> Unauthorized Use of Fire Hydrants |
| <input type="checkbox"/> Junk Vehicles | <input type="checkbox"/> Unauthorized Dumping
(trash & brush) | <input type="checkbox"/> Handicap Deficiencies (Fixtures, etc.) |
| <input type="checkbox"/> Street & Park Light Outages | <input type="checkbox"/> Damaged Public Facilities
(broken sinks, toilets, etc.) | <input type="checkbox"/> Traffic Sight Obstruction
(bushes, trees, vehicles, etc.) |
| <input type="checkbox"/> Potholes | <input type="checkbox"/> Street Safety Hazard | <input type="checkbox"/> Unfenced Pools |
| <input type="checkbox"/> Trip Hazards | <input type="checkbox"/> Trees Down | <input type="checkbox"/> Unauthorized Grading |
| <input type="checkbox"/> Excessive Weeds | <input type="checkbox"/> Safety Hazards in Parks | <input type="checkbox"/> Unauthorized Painting |
| <input type="checkbox"/> Excessive Debris in Street | <input type="checkbox"/> Potential Storm Water Violations
(oil, erosion, water when not raining) | <input checked="" type="checkbox"/> Other -
<i>Write Description on Reverse Side</i> |
| <input type="checkbox"/> Excessive Debris in Culverts
or Washes | <input type="checkbox"/> Landscape Issues in Medians | |
| <input type="checkbox"/> Street Signs OR Banners
(Damaged, Graffitied) | <input type="checkbox"/> Water Leaks - Water Mains, Hydrants, Sprinklers | |
-
-

PLEASE COMPLETE OTHER SIDE BEFORE SUBMITTING

NAME: AJ Purinton DATE: 9/14/16

DEPARTMENT: FIRE & MEDICAL

EXACT LOCATION OF PROBLEM (REQUIRED): Main Electrical Room @ Cottonwood Police Dept (Public Safety facility)

NEAREST CROSS STREETS : 6th & Aspen

DETAILED DESCRIPTION OF PROBLEM OR ISSUE: _____

Ground Fault in Public Safety Facility resulting in variable voltage being back fed through the ground circuits of building. In the former Dispatch Center (now exercise room) up to 60 volts were detected on the ground wires. FF Purinton was able to test, evaluate, research and identify a surge protector that had functioned and expired, and inadequate ground on the transformer in the primary Police Department electrical room. The expired surge protector allowed the variable current to pass through and into the building electrical system. The cause of the voltage on ground was the transformer was inadequately grounded and kicking out upwards of 160 volts on ground (C-phase). Not sure if this was the result of normal wear, the move-in and -out of the Dispatch Center, or various changes to the facility over the years. This presented a risk to current and future electrical appliances and electrocution risk to employees, the public and service personnel using the electrical systems.

In the concealed space above the former Dispatch room, several of the electrical junction boxes were left open and unsecured creating an electrical shock hazard to personnel that may have need to work or service equipment in the vicinity.

Firefighter AJ Purinton was able to troubleshoot, diagnose and repair the systems rendering them safe and useable. FF Purinton, is a journeyman electrician with several years' experience in commercial and residential electrical systems with Purinton Electric, a licensed contractor in the greater Cottonwood area.

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, HELD OCTOBER 18, 2016, AT 5:00 P.M., AT THE CITY COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

CALL TO ORDER AND ROLL CALL

Mayor Joens called the special meeting to order at 5:04 p.m. Roll call was taken as follows:

COUNCIL MEMBERS PRESENT

Diane Joens, Mayor
Karen Pfeifer, Vice Mayor
Ruben Jauregui, Council Member
Kyla Allen, Council Member
Linda Norman, Council Member

COUNCIL MEMBERS ABSENT

Terence Pratt, Council Member

STAFF MEMBERS PRESENT

Steve Horton, City Attorney
Matthew McLean, Deputy Clerk

ANNUAL REVIEW OF THE CITY ATTORNEY – EXECUTIVE SESSION. PURSUANT TO A.R.S. § 38-431.03(A)(1), THE COUNCIL MAY VOTE TO CONVENE IN EXECUTIVE SESSION TO CONDUCT ITS ANNUAL PERFORMANCE EVALUATION OF THE CITY ATTORNEY, SUBJECT TO THE CITY ATTORNEY’S RIGHT TO COMPEL THE COUNCIL TO DISCUSS THIS MATTER IN OPEN MEETING

Mayor Joens asked Mr. Horton asked if he would prefer executive session.

Mr. Horton stated yes he would.

Mayor Joens moved to convene into executive session. The motion was seconded by Council Member Norman, and carried unanimously.

After discussion regarding the city attorney’s review under executive session, Vice Mayor Pfeifer moved to reconvene into the special meeting. The motion was seconded by Council Member Allen, and carried unanimously.

DISCUSSION AND POSSIBLE LEGAL ACTION REGARDING THE CITY ATTORNEY’S EMPLOYMENT

Mayor Joens invited the council to comment about his work with the city.

Vice Mayor Pfeifer stated she started working with the city attorney when he was working at Magnum Walls, and his ethics shown through way back then. She has full faith in his experience and knows that he is going to keep us on the straight and narrow.

Council Member Allen stated she agrees with Council Member Pfeifer and in particular we have no question about Steve's ethics, and we have such a trust in him because of the relationship we built over the years. He has never steered us wrong, and he has taken the city under his wing as his family, and takes care of legal issues in that way. He makes sure that we are doing it the right way. He is excellent in his relations with us and with contractors and it is always cordial. He represents the city in a magnificent light.

Council Member Norman stated she has always trusted his opinion, and has always done a great job of what we should and should not do.

Mayor Joens stated we have had challenges in the past, not only with attorney issues, but we have challenges with our court system. When we hired Steve at that time we were spending a great amount of money on attorney fees. We will probably right now after seven years of having him, getting up to the amount that we were spending when he came on board. The amount we spend on attorney fees is not just his salary, it is also other fees from other attorneys. So the model the city council has adopted over the past seven years is that if it is something that requires expertise, we hire someone outside of the city to handle that matter, and we have saved by doing that. We have felt very comfortable, safe, and secure with Mr. Horton. He is very ethical and he is going to fight for the citizens of Cottonwood for their protection on any issue. Steve has not asked for an assistant, and he puts in many more hours than he has to and he does that without complaint. We are also paying for his expertise, his long work experience, which insures that we are getting our bang for the buck. The current council really believes in Steve's work, and we believe in his ethics.

Council Member Allen moved to provide Steve Horton with a 6% increase in his salary as of August 31, 2016, which would come to the amount \$193,934.42. The motion was seconded by Vice Mayor Pfeifer, and the motion carried unanimously.

ADJOURNMENT

Mayor Joens moved to adjourn. The motion was seconded Vice Mayor Pfeifer and carried unanimously. The special meeting adjourned at 5:50 p.m.

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, HELD OCTOBER 18, 2016, AT 6:00 P.M., AT THE CITY COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

Mayor Joens called the meeting to order at 6:00 p.m. Roll call was taken as follows:

COUNCIL MEMBERS PRESENT

Diane Joens, Mayor
Karen Pfeifer, Vice Mayor
Kyla Allen, Council Member
Linda Norman, Council Member
Ruben Jauregui, Council Member (left meeting at 8:56 p.m.)

COUNCIL MEMBERS ABSENT

Terence Pratt, Council Member

STAFF MEMBERS PRESENT

Doug Bartosh, City Manager	Berrin Nejad, Community Development Manager
Steve Horton, City Attorney	Carolyn Pettengill, Admin. Asst., Comm. Dev.
Matt McLean, Deputy Clerk	Roger Biggs, Utilities Dept. Admin. Manager
Scott Ellis, Planner	Hezekiah Allen, Community Services
Rudy Rodriguez, Administrative Services General Manager	

PLEDGE OF ALLEGIANCE

Vice Mayor Pfeifer led the pledge of allegiance.

SUMMARY OF CURRENT EVENTS

Mr. Bartosh announced on October 31 we'll be doing our annual fall carnival at the Old Town Activity Park from 6-9 p.m. The Cottonwood Youth Advisory Commission is hosting a Haunted House at the youth center on Saturday, October 29 from 7-10 p.m., for ages 13 and above, and on Halloween from 6-9:30 p.m., for ages 10 and above. The library is having their book fair at the fairgrounds on October 29 from 10 a.m., to 2 p.m., and this Saturday is the Kids Against Hunger community meal packing event. He also noted that Mr. Rooney had passed out a flier on the symposium that was being put on by the Arizona Association for Economic Development on "Designing Downtowns for Economic Success," on October 26 at the Cottonwood Public Safety building.

INTRODUCTION OF NEW EMPLOYEES - JOHN CARTER, INFORMATION TECHNOLOGY MANAGER, AND HENNING BECK, RADIO & TELECOMMUNICATIONS TECHNICIAN/ADVISOR

Henning Beck, the new Radio & Telecommunications Technician/Advisor was introduced.

PROCLAMATIONS

DECLARING OCTOBER 22, 2016, AS "VETERANS HISTORY DAY."

Mayor Joens declared October 22, 2016, as “Veterans History Day,” and presented the proclamation to Jolene Pierson, who shared info about the project that was through the Library of Congress, and the objective was to collect, record, and preserve the oral histories of our nation’s war veterans and civilians who contributed to the war effort.

PROCLAIMING NOVEMBER 6, 2016, AS "MITZVAH" DAY.

Mayor Joens proclaimed November 6, 2016, as “Mitzvah Day,” and she and the Vice Mayor presented the proclamation to Linda Colodner, who shared info about Mitzvah Day that Rabbi Alicia Magal, Barbara Litrell, and herself started 10 years ago and created a faith based day of commitment from people to go out and be of service and give back to the community. They were looking for 200 volunteers to sign up for the volunteer projects.

PROCLAIMING OCTOBER 16-22, 2016, AS "ARIZONA CITIES & TOWNS WEEK."

Mayor Joens proclaimed October 16-22, 2016, as “Arizona Cities & Towns Week.”

At this point in the meeting the new Information Technology Manager, John Carter was introduced.

PRESENTATIONS

YAVAPAI COLLEGE UPDATE BY DR. JAMES PEREY, EXECUTIVE DEAN/CAMPUS EXECUTIVE OFFICER FOR VERDE VALLEY CAMPUS & DIRECTOR OF UNIVERSITY/GOVERNMENTAL RELATIONS

Dr. James Perey gave an update on things the college was currently doing.

COTTONWOOD HISTORIC HOME TOUR EVENT SCHEDULED FOR NOVEMBER 12, 2016

Ryan Bigelow and Tim Elinski presented information on the third annual Cottonwood Historic Home Tour event scheduled from 9 a.m., to 4 p.m., on November 12, 2016, which would coincide with the Walkin’ On Main event.

GAME CHANGER AWARD FROM MATFORCE TO THE COTTONWOOD POLICE DEPARTMENT

Merilee Fowler, Angela Lozano, and Susan Walker, presented a Game Changer Award to the Cottonwood Police Department who did great work in Yavapai County and have an impact on preventing substance abuse in our county.

INTRODUCTION AND REVIEW OF THE NEW COTTONWOOD POLICE DEPARTMENT SMART PHONE APPLICATION

Chief Gesell reviewed the new Cottonwood Police Department Smart Phone Application for the council which can be downloaded from the iTunes store or Google Play store.

CALL TO THE PUBLIC

There were no comments from the public.

APPROVAL OF MINUTES - REGULAR MEETING OF OCTOBER 4, 2016.

Vice Mayor Pfeifer moved to approve the minutes. The motion was seconded by Council Member Allen, and carried unanimously.

CONSENT AGENDA

RENEWAL OF CONTRACT WITH STANDARD PRINTING COMPANY FOR UTILITY BILL PRINTING AND MAILING SERVICES

RENEWAL OF CONTRACT WITH SRE TRANSPORTATION FOR BIOSOLIDS HAULING SERVICES

LEASE EXTENSION FOR THE OLD TOWN JAIL BUILDING LOCATED AT 1101 NORTH MAIN STREET

RENEWAL OF THE FINAL ONE-YEAR CONTRACT EXTENSION WITH ACCURATE BUILDING MAINTENANCE FOR CITY-WIDE CUSTODIAL SERVICES

CONTRACT NUMBER 2017-405d-005 WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR OVERTIME EXPENSES INCURRED BY THE COTTONWOOD POLICE DEPARTMENT DURING DUI TASK FORCE PATROL AND CHECK-POINTS

CONTRACT 2017-PT-014 WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY, TO PROVIDE FUNDS FOR OVERTIME EXPENSES INCURRED BY THE COTTONWOOD POLICE DEPARTMENT FOR SELECTIVE TRAFFIC ENFORCEMENT PATROL (STEP) DETAILS

Council Member Jauregui moved to approve the Consent Agenda as presented. The motion was seconded by Council Member Norman, and carried unanimously.

NEW BUSINESS

REVIEW OF THE 2016 THUNDER VALLEY RALLY EVENT

REVIEW OF THE 2016 THUNDER VALLEY RALLY EVENT

Mr. Allen stated staff wanted to meet with council after Thunder Valley Rally (TVR) to give the council a recap of the program. Thunder Valley Rally would not be possible without the dedication of the committee members who worked year round to put this event together. The rally goals and objectives for this year: Operate a smooth, safe, and economically impactful event illustrated by guest input, and post reviews; grow attendance by 10% shown through a public works traffic count system, hotels and estimates; obtain additional large

scale sponsors by 10%; develop more quantitative analysis measures determining performance standards: Close the debt loss gap by 50%; Diversify offered programs/attractions by adding fiscally responsible events; Provide opportunities for local businesses to garner additional foot traffic; Streamline/perfect parking, transportation & restrooms; and Diversify and add revenue sources. The five year plan includes: Develop, sustain, and grow regional partnerships; Attendance of 10-15,000 guests; Continue to grow in regards to traffic driving national acts; Expand to two - three full days after consecutive successful events shown to boost Verde Valley revenues (V.V. Fairgrounds); Attracted national vendors; Inspire Thunder Valley Rally to be a nationally recognized event branding Historic Old Town Cottonwood as a destination; Develop a staggered growth plan that anticipates outgrowing Old Town. Mr. Allen reviewed the Thunder Valley Rally event and the five year plan. The vendor collections for 2015 were \$7,275.00 and \$13,850.00 in 2016. The poker run revenue in 2015 was \$6,740 in 2015 and \$8,440 in 2016. The merchandise revenues in 2015 were \$11,885 and \$10,482 in 2016. The bar collection revenues were \$11,745.34 in 2015 and \$13,077.01 in 2016. New revenues in 2016 included \$23,753 for Motorcycle Bands and \$14,832 for Concert Passes. They raised \$2,862.63 for charity. They estimated that 8,505 people attended Thunder Valley Rally in 2016. The finances for thunder valley in 2016 were \$104,206.54 in revenues versus \$140,390.04 in expenditures. They lost \$108,681.34 in 2015, but only lost \$36,183.50 in 2016. They estimate the sales tax gained was approximately \$40,000 during the event. The economic impact study is being worked on. In 2016 out-of-Verde visitors accounted for 64.7% of all visitors or 5,503 visitors. The difference between 2015 and 2016 is a difference of 1,495 attendees. Therefore, in 2016 the total direct impact and subsequent impacts are smaller than 2015 based solely on the population estimate. The total TVR regional economic impact in 2016 is \$1,312,000, less than \$1,718,000 in 2015. The difference between the years is most probably entirely the result of the difference in population estimates between the years. In 2015 the estimate was 10,000 attendees, of whom 65.8% or 6,579 were considered out-of-Verde visitors. In 2016 the population estimate was 8,505 determined by actual measurements.

Council Member Allen stated that you went from \$108,000 to \$36,000 for our cost to the city is remarkable. The committee did a remarkable job to split that and get it that low.

Mayor Joens thanked the committee for that.

Vice Mayor Pfeifer stated it is a lot more positive than the last year.

Trevor Gottschalk, a business owner in Old Town, stated after the most recent TVR he felt again compelled to address the council on how this event affects him and his business. He approached dozens of other Old Town businesses to see how the event affects them. Despite the newspaper articles and in council chambers conversations, he found many business feel as he does that the event should be moved out of Old Town. The following is a letter representing the feelings of myself and many other old businesses. This letter is intended to inform the council and the public of our position on the Thunder Valley Rally event put on by the City of Cottonwood. He then read the letter as follows: "As business

owners, we know holding this event in Old Town negatively impacts our businesses and our regular customers. During the event portions of us see reduced sales so much so that some of us choose to close. The event cuts off access to business activity such as shipping and receiving. Others have made huge efforts to capture the possible sales, but in the end it doesn't end up being worth the time effort and capital risk to our businesses. Holding this event in Old Town is not a good fit. Before voting to continue Thunder Valley Rally, we would like to have the discussion about moving it. Old Town would still play a role should the location be moved as it would give attendees that wish to see our historic district for what it really is, rather than a backdrop of closed store fronts or businesses who substantially change their identity to accommodate the event. And those attendees who have no interest in shopping would not be dropped on the street in front of our stores, but they would be at the TVR location enjoying the vendors food, beer, music and bikes, while regular customers still have access to their favorite Old Town stores. The bottom line is that Old Town is not just an event venue. It is a business district for exciting entrepreneurs and business owners who worked hard to make Cottonwood a great place to visit, as well as a great place to live, and this event hinders our ability to do so. Despite the renaissance that Old Town is experiencing, opening a business here is still a risky proposition. Please move the event to another location so we can continue to effectively run our businesses. Sincerely, Old Town Frame Company, Bootleggers, All Things Creative, Jim and Ellen's Rock Shop, Cartwheels Gallery, Magenta, Verde Valley Olive Oil Traders, Heart of Arizona Gallery, Old Town Flower Shop, Dragonfly Gallery, Hippie Emporium, Adriana's Mexican Food, Crema Craft Kitchen, Cottonwood Hotel, Arizona Stronghold, Old Town Café, Betty's Attic, Tavern Grill, Tavern Hotel, Old Town Pepper Company, Shep's Creations, Barter Inn, Little Moos Dairy Market, Iron Horse Inn, Pillsbury Wine Company, Red Rooster Café, Red Geranium Boutique, Bocce, Desert Diamond Distillery, Fire Mountain Wines, Nic's, Paradise Point, Paws on Main, the most interesting store in the world, Larry's Antiques, Sunsetter West, RIOT, Student AZ, Ledbetter Law Firm, Spirit Rising, Small Batch Wine and Spirits, and Fentek Industries."

Council Member Allen stated she spoke to some of the vendors, so she was very surprised that some of their names were on this list, because they were very pleased with the event and the money they were getting. So they are a little bit confused about this at this point. She did contact some vendors, and this is the first year that she has been able to attend it. Her hubby got a motorcycle and was 12 again. She really enjoyed it and the people were polite. Some of the vendors know they weren't going to make a lot of money because it wasn't their kind of event, but they will come back. They will come back and at that point they will be attending my business. They understood that it is not always about them. And she really appreciated that, because that is their livelihood. They have one day that is a little bit lower than lower, and they are going to have people come back. Another vendor that she spoke to tripled her business on Friday. She understands the concerns of the Old Town vendors and they will definitely be addressed, and she will speak to many of them herself to get a little bit more personal information.

Council Member Jauregui stated there are a couple of businesses, and one of them was Adriana's, that were cut out completely.

Council Member Allen stated that is a learning experience for Hez because she knows one year the tea room was totally blocked off by the stage. This year they were given access and they had much more activity at their business.

Council Member Jauregui stated he thinks we need to have a conversation on this. It was one of the things that we brought up when we had the meeting about TVR at the rec center.

Mr. Allen stated in 2015 it was put on the agenda whether or not to continue the event, and council had voted 6-1 to continue the program. Staff learns every year how we can help different businesses to succeed during the event, but not every business in Old Town does well.

Mayor Joens stated sometimes it seems to her that Old Town merchants don't want any activities, and questioned do you want us to just cancel everything and not do anything to bring people to the community.

Council Member Jauregui stated he doesn't think that was what they said.

Mike Andersen, owner of Bootleggers Saloon, stated that was a completely unfair statement.

Mayor Joens stated she is just expressing what she hears meeting after meeting. The activities are not welcome by many Old Town businesses. So why are we doing them; we should just stop.

Mr. Anderson asked Mayor Joens what activities she is referring to.

Mayor Joens stated Tilted Earth, anything that we do down here. She is not sure anyone likes Walkin' on Main either. She never hears anything good from you all or positive about the activities that we are extending time with our staff. We are trying very hard to bring people to the area. What do you want from us?

Mr. Anderson stated he is just going to speak for himself on this. I think that the merchants are being ignored completely before the event. Yes, Hezekiah and staff do walk around and ask, but they don't ask in-depth. They don't ask afterwards. Mr. Anderson along with Trevor went to the other merchants and no one from the city went to talk with them. It is not something that helps the whole town. Walkin' on Main helps the whole town-- Chocolate Walk. Events where all the families can come and people can come where it is not shut down for the entire day. That is what the town likes. We like the events, but shutting down the business and taking away our regular customers that can come, that do see us every weekend, that come from Payson or Prescott or Camp Verde. This is also the peak season. This is when the season starts for all of us. There are extra expenses for this event. He owns a saloon and his sales took a big hit this year. He bought the same amount as last year that sold, and this year it didn't work out so well. It was different this year. The clean-up was great, the ingress and egress was fine, but doesn't help everybody in town. So it's not that we don't welcome the events, I just don't think we welcome this particular event being right in the heart of Old Town. People that come to town for the first time think it is a biker

town. A lot of the businesses here don't appeal to that crowd. And some of the businesses say they did change their business model and they are stuck with a bunch of inventory that they can't sell. So it is a loss, not a gain. Then they had to stay open longer hours to make up for a regular Saturday where they closed at 8:00 p.m. Some business stayed open 14 hours to make up for some of the loss they had. So he thinks it is important for the city to really talk with all the merchants, instead of just guessing, and maybe have a special meeting with all the merchants.

Mayor Joens asked do we not have monthly meetings were city staff is included in a monthly Old Town meeting.

Mr. Andersen stated they are welcome to show up. That's the Old Town Association. Not everybody is a member of the OTA.

Mayor Joens stated everybody that signed this (letter), do you want to just stop having events.

Mr. Anderson stated no, that's not what we are asking.

Mayor Joens stated we go through a lot of work.

Council Member Jauregui stated that is not what they are saying.

Mr. Gottschalk stated that is not what we are saying. This event hinders us from doing our business. We want the event, we would like to be able to do well the same way the rest of the city and the rest of the community does. The rest of the community does well. We are saying in Old Town it doesn't do a good job. If you move it somewhere else the attendees would come to Old Town and see our town. We do a good job attracting new different businesses, and that is what the city has been trying to do is get a broad section and then all of a sudden we are being asked to change in two days. Every time he approaches city staff, they say, well it is just two days get over it, or why don't you sell t-shirts. It's offensive for city staff to tell me how to make money with a business that I have already been trying really hard to make money at. It's not easy. Two days might not seem like not that much, but it is one weekend of 52. We love Walkin' on Main, you don't hear anyone complaining about Walkin' on Main.

Council Member Allen stated we do.

Mr. Gottschalk stated we are not saying cancel events, but this event in Old Town makes very few businesses in Old Town happy. That's all we are saying. This event in Old Town makes few businesses happy.

Mayor Joens stated so the city just turns way around and it plans this motorcycle event, Thunder Valley Rally, in a new location and it is not successful, because part of the draw is

the awesomeness of Old Town, and so the event fails and the public spends a lot of money on an event that fails, then just get rid of it is that what you want.

Mr. Gottschalk stated he pays his rent for his business because of the quaintness. We are not just an event venue. We are working down there very hard and if the event doesn't work, then he would feel bad, but he doesn't think it would fail. He thinks Old Town should be a participant and have motorcycle parking so people can come and see the shops. There is a lot of opportunity where you could get the businesses on board for Thunder Valley Rally. None of the merchants stated they didn't want the event. He didn't talk to all the merchants in Old Town, since he was looking for people that were in support of moving it, so he didn't speak to the people that were in favor of the event, like Mitch Levy. He apologized if he left anyone out, but he wasn't saying that he had a majority of merchants. This is just a list of merchants that were in favor of moving the event. He was trying to get honest feedback and opinions from other businesses.

Council Member Allen stated so what you are asking then is Hezekiah or staff needs to visit you all after that event and get your input for that event.

Mr. Allen stated it is required city policy that staff hand out a closure memo prior to the event, so we go to each business and do so. We also go to each resident in the Old Town district area and hand out memos. Mike is the president of the Old Town Association, so yes we do have a pulse on what the merchants in Old Town are looking for. In year's past we would go to each merchant and we would get the same information each year. In addition to that, we also go to each merchant during the event and say how you are doing. If council would like us to go after the event to each merchant as well, we can start that process up again. Please understand that it takes a lot of time to do that.

Mayor Joens stated you are a small staff. She indicated Casey wanted to speak.

Mr. Rooney stated he has been putting a list together since he has been here, and he just updated it recently. He has a list of 105 businesses basically from one end of Old Town to the other with close to 500 employees in Old Town. He thinks we should talk to all 105 people; don't just ask 25 people.

Mitch Levy, owner of Burning Tree Cellars, stated he has talked to some of those people on the list and they have asked for things to be tweaked a little bit, not that the rally be done away with. They were happy with some of the improvements this year over last year and they see the direction that it is going in, but it is not a clear cut list that they want to get rid of it. There are events in Old Town that he doesn't like anymore, such as Walkin' on Main. It has been turned into a car show and no one goes down to his side of the street. He loses money during Thunder Valley Rally weekend, but he knows that it is what's best for the city. It is not going to affect his business over the course of a year. Some people are so closed minded about it, they don't want to say anything. All the bars made money, and to say they are in the saloon business and didn't make money is bologna.

Eric Jursin, owner of Tavern Hotel, Tavern Grill, Nic's, Crema, and Bocce, stated he has really tried to stay on the fence on this one. He services the motorcycle community, he services the tourist community, and he services the locals. He does business at the different businesses that are on this board, and he doesn't want to talk against the event. That list that you saw that Mr. Gottschalk asked him to sign was basically do you want it in Old Town. All we are asking is to move it. Old Town has come around due to a private public partnership. We are all still the same community, we are all the same people and we are just looking for another option, another venue, and if the City of Cottonwood wants to be in the venue business. This event is a rock concert catering to locals and the motorcycle community that sells beer and t-shirts. That's what it is. And if the City of Cottonwood wants to put time into that, because they think it benefits us. He thinks about the differences between Jerome and Cottonwood. Jerome has a biker business. They line their streets every weekend. Down here in Old Town, we have had this event for multiple years, and only the Tavern Grill is the one that does the best during this event. He hasn't seen more motorcycles through the years down here. He thinks about it when he walks back in forth. He doesn't see more motorcycles staying in his hotel, but maybe they show up in cars. It is not that they are against the event, we are just asking to move it. For him, if he had the event somewhere else, say at Riverfront Park, and they created something like the NFL Experience and lined up their vendors down there with the stage at the end, and all the bikes got to park down there. And there is more parking. A lot of his customers, and there isn't a lot of complaints, but they can't leave or they lose their parking spot. If we had the motorcycles at Riverfront and it worked, I would have locals, the normal tourists, and the bikers in Old Town. We would have it all. And I probably represent about 150 of those employees at the end of the day. 10 years ago it was quiet. What really changed and brought tourists to Old Town was the wine business. The number one event that we are putting on doesn't have wine connected to it.

Vice Mayor Pfeifer stated sitting here listening to all this, she needs to let everyone know that for years people have complained that we are putting too much into Old Town. The other businesses around town would like some of the action, so maybe would think about that and maybe we should think about another area for a lot of our activities.

Mr. Allen stated the committee definitely has looked into this, but if you move the event like this, you start from scratch. You know none of the variables and it is a risk. The event in Old Town has become synonymous and has a Sturgis feel to it.

Mayor Joens stated you could look at it, but you could determine that it might not be as successful. Her thoughts are that staff do an analysis of changing it to another place, and if it is not doable and if we are not going to break even or close to even, cancel the event.

Mr. Bartosh stated he thinks he agrees with her, but the only thing he would add to that is make sure the committee is involved in that process of making that assessment.

Mayor Joens stated that was what she was going to say. We have a committee of community members of people from Old Town that have tried to make it better, tried to have

the merchants, but she has been the mayor for nine years and she has been serving the citizens for 13 years and it is the same old same old for every event. Nobody is happy. She wants to listen to the public, she wants to hear, and she realizes that people aren't going to agree, but we are beating our heads against the wall. And what for? Just over and over, nothing is good enough. There is many businesses that benefit such as the hotels. What do people want from us? We are just trying to help, and we are just trying to make this community a place where people where people want to come. Why would a council go against all of these signatures of businesses?

A committee member stated he hates to hear the comment that nobody likes it. There is a group that don't like it. There are more people that like it than don't like it.

Mayor Joens stated they aren't here tonight. When we had the special meeting they were there and we had a lot of support.

The committee member stated at that meeting the council told us they would give us three more years to continue to grow this and try to make these changes. The committee has made tremendous changes and made big improvements on this. So to sit here and feel like it is going to be taken away now.

Council Member Jauregui stated that is not what the people are saying that it is going to be taken away. They want it spread out, and people have a right to run their businesses up and down the street.

The committee member stated he spends at least \$30,000 on this rally every year, and he doesn't make a dime. He makes it over the year, because people come back. All these galleries signed this petition, but people don't buy art and take it home on their motorcycles. But every one of these motorcycle owners own a car or a truck and they come over later. He has a lot of art work in his house, he never once bought it on a motorcycle.

Council Member Allen stated he said the council gave them three years for this event.

The committee member stated yes, and this would be the first year of the three year term. We have had stops at the wineries for the Poker Run. He laid out the route and we try and take it through Sedona and Clarkdale. Trying to move it Riverfront, you need to have solid ground for the motorcycles. The thing with Sturgis is the parking up and down the street. Once they leave their spot, you lose the parking spot which is way they went with motorcycle bands.

Mayor Joens stated if activities aren't welcome then there are other areas that may welcome them. So what does council want to do about this agenda item?

Council Member Allen stated she is very frustrated. We can't base everything on what individuals spoke today, because we know there other individuals and Hezekiah will get that information for us. We need to keep our minds open for next year. He has been fine tuning,

and we have spoken about keeping it in Old Town for three years, but we need to understand that there are more than the people that are here tonight. We can't base our decision on the 20 people that are sitting here and we have to let Hezekiah do his work and get the information and go forward.

Council Member Jauregui stated we should get this on a work session as soon as possible.

Mr. Allen stated last year staff was instructed to do surveys through survey monkey. We did it through the Chamber and the Old Town Association and it asked a lot of the same questions, and what we found is that overwhelmingly city wide businesses want this program. So we can share that data again.

Council Member Jauregui stated these people just want to tweak the event, and maybe this is a tweak that we need to do. This event congests Old Town and he is concerned about the number of people down here and being a safety issue. That is all we are asking to do and spread it out. These people have a right to run their business too.

Mayor Joens stated what part of your presentation was about moving it around town. The businesses want you to move it more. Is council recommending a work session?

Vice Mayor Pfeifer stated it might take more than one or two work sessions. She thinks that the people that are opposed to it need to be there too. If they want it tweaked, they need to get in there and help us tweak it.

Mayor Joens stated it sounds like the council would like to hold a work session, and like we did before she would like to have it at the rec center because this wouldn't be a large enough venue.

Mr. Bartosh stated we are going to have a pretty congested Work Session on November 8th.

Mayor Joens stated why not just have a special meeting.

Council Member Jauregui stated instead of getting a big crowd down here, why not just have the TVR committee and staff amongst ourselves first. Last time we had this meeting there was a ton of people from out of town that came in here.

Mayor Joens stated she also remembers last time he talked about moving it.

Mr. Allen stated what council would like staff to do is look at alternate locations and try and figure out if it will be successful at those alternate locations.

Vice Mayor Pfeifer stated not necessarily looking at alternate locations at this point. Figuring out how to tweak and fine tune.

Council Member Allen stated there were some businesses that were talking about being shut off, and also contact those businesses and get that information and come back to us to discuss that. We can't really say yet to start hitting different spots yet till we know what the consensus is from the information from the other individuals.

Mayor Joens asked Council Member Jauregui if he just wanted to meet with their committee or have an open meeting.

Council Member Jauregui questioned if a work session wasn't an open meeting.

Mayor Joens stated absolutely. So do you want to hold a smaller meeting before a big crowd?

Council Member Jauregui stated before we get a big crowd of people let's get the people who are on the TVR committee, council and staff and we can start there.

Mayor Joens stated the special meeting can determine the next step.

Mr. Bartosh stated we will set the meeting based on getting some more feedback from the merchants in Old Town and just seeing what their concerns are. And then at that point the council will determine whether we move it or keep it here. What he is hearing is keep the meeting here in the council chambers as opposed to the rec center.

Mayor Joens stated she feels it should all be at the rec center. With something that is so passionate about you are likely to have a big crowd.

Mr. Bartosh stated we can get it scheduled for November.

Vice Mayor Pfeifer stated she is going to be gone from the 4th to the 13th.

PUBLIC HEARING REGARDING POSSIBLE ANNEXATION OF PORTIONS OF 13 RESIDENTIAL PROPERTIES THAT ARE CURRENTLY PARTIALLY WITHIN YAVAPAI COUNTY

Mr. Ellis stated this is for the public hearing for a possible rezone. The Yavapai County Assessor approached the city regarding 13 properties along the southwest border where the city and county boundary runs through them. It has been that way since Verde Village 8 was platted over 40 years ago. Recently the assessor was made aware of it and there are two options; we can annex the portions of the properties that are located within the county and make all these properties within the city limits, or the Assessor will split the parcels and part of the parcel will be in the city limits and part will be in the county and the property owners would have to pay two tax bills. We received direction from the council on September 20 to move forward with annexation. Public hearing notices were sent to the property owners on October 7, and we filed the petition with the county recorder on September 20. There are some questions regarding sewer service and emergency

response. There is very minimal impact on property owners, other than they won't have to pay for the fire district tax if they are annexed within the city.

Mayor Joens opened the floor to the public hearing.

Wayne Peck, one of the affected property owners, had questions about the annexation including connecting to the sewer system, and which emergency departments would response. His house was built in 1987 and he doesn't think he would need to connect to the sewer system, and should be exempt from the requirement to connect to the sewer system. He has talked with the Planning and Zoning Department and they have not been able to provide a clear answer to those questions. He is neutral to the decision to be annexed or not, but he has a grand total of 7 percent of his property in the city. He also wondered who would take of the street. He can't get answers to questions and right now he is not very encouraged.

Chief Kuykendall informed Mr. Peck that he would get fire and police responding, and there is a joint services agreement between the Cottonwood Fire Department and the Verde Valley Fire District.

Commander Makuch informed Mr. Peck in an emergency response both the Cottonwood Police Department and the Yavapai Sheriff's Department would respond.

Mayor Joens stated so on the roadwork, there are times where we have collaborated with the county.

Mr. Bartosh stated the county asked for this annexation to begin with, and so he feels fairly confident that we can put something in writing that they will still maintain the road.

Mr. Peck stated he keeps hearing there is no other option. Personally, he doesn't have a problem with two property bills.

There were no further comments from the public, and Mayor Joens closed the public hearing.

AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AN ECONOMIC DEVELOPMENT ADMINISTRATION GRANT IN THE AMOUNT OF \$2,430,000.00, TO HELP FUND AN OLD TOWN STREETScape EXTENSION PROJECT (PHASE IV—WILLARD STREET TO 10TH STREET.)

Mr. Bartosh stated this was a topic that came up in the Cottonwood Economic Development Council. Tom Pender asked him what is the possibility of extending the street scape in Old Town. The council has talked about extending it north and as far south to include the bypass and include the commercial district of Cottonwood. Casey and I got to talking about it, and he was aware of a potential opportunity that may or may not be a longshot.

Mr. Rooney stated he is a member of the NACOG Economic Development District Committee. At the NACOG Economic Development Council meeting on October 6, 2016, he requested support to submit a grant request to the Economic Development Administration (EDA), which is part of the United States Department of Commerce. This grant would help fund the Old Town Streetscape Extension project (Phase 4-Willard Street to 10th Street.) Mr. Rooney will approach the NACOG Regional Council, requesting their support as well. There are currently 105 businesses in Old Town that he has been able to identify. So what we are talking about is extending the street scape along North Main Street from Willard to 10th Street. The approximate cost of extending the street scape will be \$2.7 million, with \$2,430,000 coming from EDA. The cost to the city would be \$270,000.

Mayor Joens asked where we will come up with the matching part of the grant.

Mr. Bartosh stated at this point we are not sure if it would be a 10 percent match. It could be more than that, it could be less than that. What we are asking for tonight is just the authorization to apply for the grant. Obviously if we get approved for it and for some reason it is 50 percent, then we would have to turn it down. To accept the grant we have to approve the match whatever it is going to be. Hopefully, it is not more than \$300,000 and hopefully it is less than \$300,000. We won't know until we apply and figure out what is available.

Mr. Rooney stated part of the reason we need to move forward is we need to take this to the NACOG Regional Council. He wants to go to them and say the city council approved it, and then ask them for approval. He would hate to get the grant and then go through all this effort then we go we can't do this. But he would like some assurance that it is a good thing to do.

Mr. Rodriguez stated we have some time to decide, and all we are asking for is to apply for the grant. We still have to go through a bunch of different committees, and then we will probably be into budget season to look at the matching funds part.

Council Member Allen moved to authorize the submission of a grant application to the United States Economic Development Administration as proposed by staff. The motion was seconded by Council Member Norman, and carried unanimously.

PRESENTATION, DISCUSSION AND COUNCIL DIRECTION ON A PROPOSED NEW CITY WEBSITE

Mr. Carter reviewed the new website, and requested approval from council about the design of the website. There is a lot more civic engagement with the public, including the ability to sign up for things so they can receive notifications. Things are very easier to find on this site, and the language tools are built in. The new site has a content management system so more people can post to the site.

Mayor Joens stated she went through it and she thinks it is great. The center circle is really blah. The picture of the leaves on the grapes are moldy and asked that it be replaced.

Mr. Carter stated we have a hosting agreement with CivicPlus, so they will host the site.

CLAIMS/ADJUSTMENTS

Vice Mayor Pfeifer moved to pay the claims. The motion was seconded by Council Member Norman, and carried unanimously.

EXECUTIVE SESSION-ANNUAL REVIEW OF THE CITY MANAGER; PURSUANT TO A.R.S. §38-431.03.(A)(1) THE COUNCIL MAY VOTE TO CONVENE INTO EXECUTIVE SESSION SUBJECT TO THE CITY MANAGER'S RIGHT TO COMPEL THE COUNCIL TO DISCUSS THIS MATTER IN OPEN MEETING

Mayor Joens asked Mr. Bartosh whether he wants his review under executive session or not.

Mr. Bartosh stated he would like to have it under executive session.

Mayor Joens moved to resolve into executive session. The motion was seconded by Council Member Allen.

After discussing the city manager's review under executive session, Mayor Joens moved to reconvene into regular meeting. The motion was seconded by Vice Mayor Pfeifer, and carried unanimously.

DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY MANAGER'S EMPLOYMENT AGREEMENT

Council Member Allen moved we approve a 6% salary increase for the City Manager, Doug Bartosh, to \$166,979.60, retroactive to January 27, 2016, and include the following attachments as documentation, these being the City Manager Effectiveness Evaluations, City Manager Duties List, COC Project list and the 2016 Cities and Towns Week Proclamation; and in addition, retroactive to January 27, 2016, approve a 3-year employment contract with the City Manager Doug Bartosh, with a 1-year guaranteed salary and benefits if terminated, and authorize the Mayor to sign it. The motion was seconded by Vice Mayor Pfeifer, and carried unanimously.

ADJOURNMENT

Mayor Joens moved to adjourn. The motion was seconded by Council Member Norman, and carried unanimously. The meeting adjourned at 9:55 p.m.

City of Cottonwood, Arizona
City Council Agenda Communication



 Print

Meeting Date:	November 1, 2016
Subject:	"Discing 4 Kids" liquor license requires a waiver to municipal code 9.12.030 at Riverfront Park.
Department:	Community Services
From:	Ryan Bigelow, Recreation Services Supervisor

REQUESTED ACTION

To approve the "Discing 4 Kids" liquor license for the sale and consumption of alcohol at Riverfront Park within designated areas as assigned by waiving municipal code 9.12.030 for the designated area in the Riverfront Softball Complex Parking lot on Saturday, November 5th from 11:00 am to 7:00 pm.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: Motion to approve a waiver of municipal code 9.12.030 for the sale and consumption of alcohol at Riverfront Park on Saturday, Nov. 5th. for the "Discing for Kids" fund raising program.

BACKGROUND

The City of Cottonwood is collaborating with "Discing 4 Kids" non-profit to host the 5th Annual Fall Classic Disc Golf Tournament. "Discing 4 Kids" would like to sell alcohol to benefit the organization. 100% of funds raised will go back to the "Discing 4 Kids" program along with the designation of a maximum amount of \$1,000 towards the Verde Valley Military Service Park.

JUSTIFICATION/BENEFITS/ISSUES

All tournament and beer proceeds will raise money to benefit the Verde Valley Military Service Park at Garrison Park (up to \$1,000) and all additional funding brought in will go towards "Discing 4 Kids" programming. This additional funding will provide for promotion of the sport for youth in Flagstaff and the Verde Valley. This will be the second year the City has worked with "Discing 4 Kids" to host the Fall Classic Disc Golf Tournament. Per City Code 9.12.030, alcohol is not allowed to be sold or possessed/consumed in city parks. This waiver would allow for the selling and consumption of alcohol within the designated area per the Arizona State Liquor License obtained by "Discing 4 Kids". Alcohol will not be provided, or allowed, outside the designated area.

COST/FUNDING SOURCE

No Costs will be observed on behalf of the City involving this event.

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		

City of Cottonwood, Arizona
City Council Agenda Communication



 Print

Meeting Date:	November 1, 2016
Subject:	Special Event Liquor License Application--Discing 4Kids, Inc.,
Department:	City Clerk
From:	Marianne Jiménez, City Clerk

REQUESTED ACTION

Consideration of Special Event Liquor License Application submitted by Eddie M. Diaz, applicant for Discing 4Kids, Inc., for an event scheduled for November 5, 2016.

SUGGESTED MOTION

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

"I move to recommend approval of the Special Event Liquor License application submitted by Eddie M. Diaz, applicant for Discing 4Kids, Inc., for an event scheduled for November 5, 2016, at Riverfront Park."

BACKGROUND

JUSTIFICATION/BENEFITS/ISSUES

COST/FUNDING SOURCE

ATTACHMENTS:

Name:	Description:	Type:
 11-1-16_Discing_4_Kids_Special_Event_LL.pdf	Discing 4Kids Special Event LL	Cover Memo



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

FOR DLIC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
 Fee= \$25.00 per day for 1-10 days (consecutive)
 Cash Checks or Money Orders Only

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

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Discing4kids, Inc.

SECTION 2 Non-Profit/IRS Tax Exempt Number: 47-4186112

SECTION 3 The organization is a: (check one box only)

- Charitable Fraternal (must have regular membership and have been in existence for over five (5) years)
 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? Yes No

Name of Business	License Number	Phone (include Area Code)
------------------	----------------	---------------------------

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19 318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
 Dispense and serve all spirituous liquors under retailer's license
 Dispense and serve all spirituous liquors under special event
 Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: Riverfront park
 Address of Location: N 10th Street Cottonwood Yavapia AZ 85326
Street City COUNTY State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Diaz Eddie Martin 05/23/1965
Last First Middle Date of Birth
 2. Applicant's mailing address: 8625 East Deal Drive Flagstaff Arizona 86004
Street City State Zip
 3. Applicant's home/cell phone: (928) 600-2172 Applicant's business phone: (928) 600-2172
 4. Applicant's email address: discing4kids@gmail.com

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 0

(The number cannot exceed 12 events per year, exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? Yes No

(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary

Name Discing4kids Inc. Percentage: 100%

Address 8625 East Deal Drive
Street City State Zip

Name _____ Percentage: _____

Address _____
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
 "NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"**

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?

(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Local Number of Police _____ Number of Security Personnel _____ Fencing Barriers

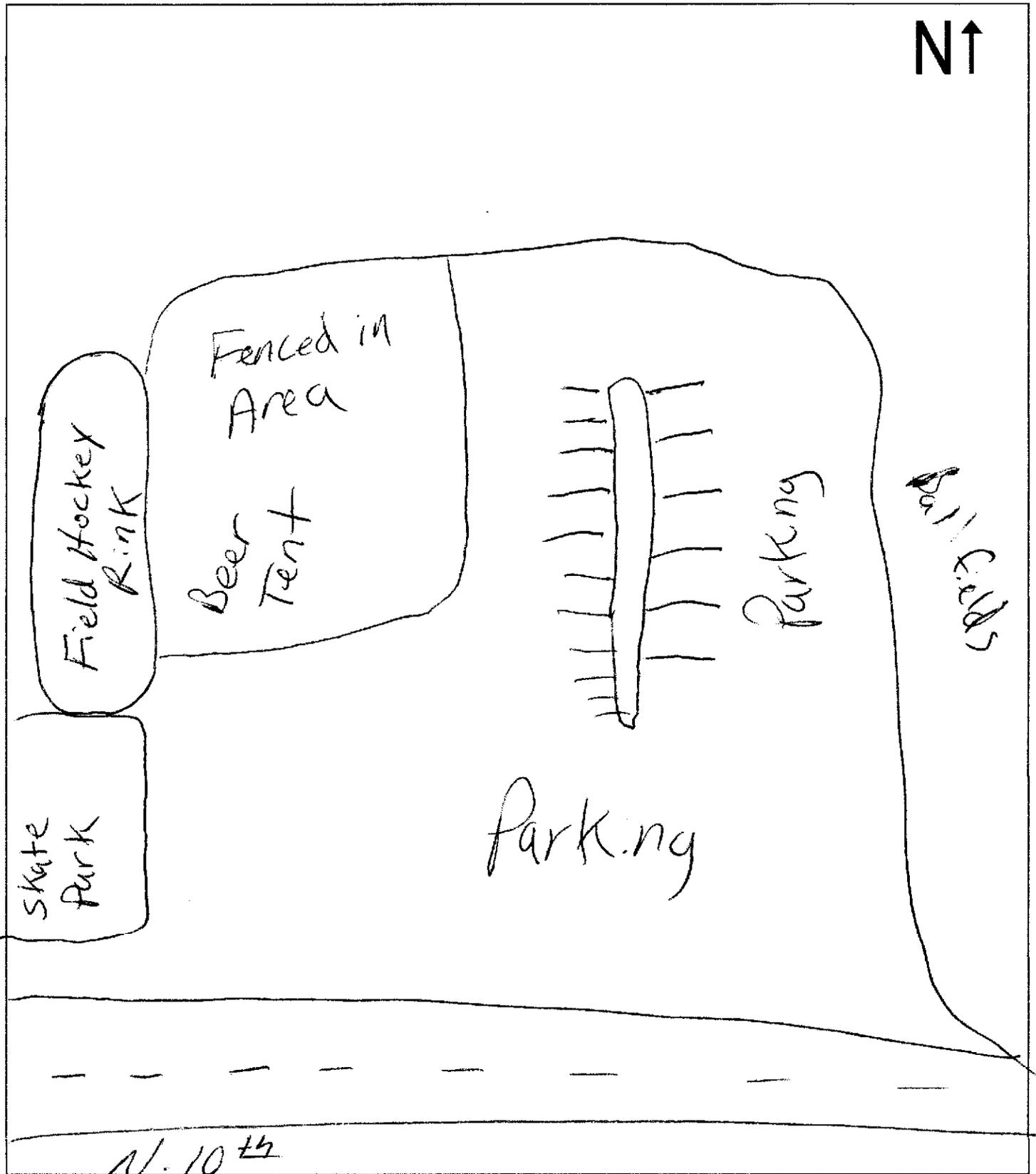
Explanation: Discing4kids board members and employees will be checking I.D's and handing out wrist bands at designated area

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days. See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>11/05/2016</u>	<u>Saturday</u>	<u>10 AM</u>	<u>7PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, (Print Full Name) Eddie Martin Diaz declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Eddie Martin Diaz Signature President Title/ Position 10/13/2016 Date 928-600-2172 Phone Number

The foregoing instrument was acknowledged before me this 21st Day October Month 2016 Year

State Arizona County of Cocconino

My Commission Expires on: 8/27/2017 Date

Amber M. Young Signature of Notary Public

AMBER M. YOUNG
Notary Public - State of Arizona
COCONINO COUNTY
My Commission Expires
August 27, 2017

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, (Print Full Name) Eddie Martin Diaz declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Eddie Martin Diaz Signature President Title/ Position 10/13/2016 Date 928-600-2172 Phone Number

The foregoing instrument was acknowledged before me this 21st Day October Month 2016 Year

State Arizona County of Cocconino

My Commission Expires on: 8/27/2017 Date

Amber M. Young Signature of Notary Public

AMBER M. YOUNG
Notary Public - State of Arizona
COCONINO COUNTY
My Commission Expires
August 27, 2017

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section.

I, _____ recommend APPROVAL DISAPPROVAL
(Government Official) (Title)

On behalf of _____
(City, Town, County) Signature Date Phone

SECTION 16 For Department of Liquor Licenses and Control use only.

APPROVAL DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Daniels/Nicolson Insurance Agency 4411 North 19th Avenue Phoenix AZ 85015	CONTACT NAME: Robert J Kadzie
	PHONE (A/C, No, Ext): (602) 277-0970 FAX (A/C, No): (602) 277-0113 E-MAIL ADDRESS: debf@danielnicolson.com
INSURER(S) AFFORDING COVERAGE	
	INSURER A: United States Liab Ins Co NAIC # 25895
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 1022 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	NPP1569600	02/23/2016	02/23/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Molestation/Abuse \$ 200,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					\$ \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					\$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY	Y	TBD	11/05/2016	11/07/2016	Each Common Cause Aggregate \$ 1M/2M
A	Assault & Battery		NPP1569600	02/23/2016	02/23/2017	Each Occurrence Aggregate \$ 50000/50000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ANY & ALL EVENTS

THE CITY OF COTTONWOOD IS NAMED AS ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT. THE COVERAGE PROVIDED IS PRIMARY COVERAGE INCLUDING LIQUOR LIABILITY.

30 DAYS WRITTEN NOTICE OF CANCELLATION DOES APPLY. (10) DAYS FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

The City of Cottonwood
 816 N. Main St.
 Cottonwood AZ 86326

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved

City of Cottonwood, Arizona
City Council Agenda Communication



 Print

Meeting Date:	November 1, 2016
Subject:	Ordinance Number 622--PAD Rezoning for The Vineyards at Cottonwood development.
Department:	City Clerk
From:	Charlie Scully, Planner

REQUESTED ACTION

Consideration of first reading of Ordinance Number 622--PAD rezoning for the Vineyards at Cottonwood development for 5 parcels of land totaling approximately 100.83 Acres, located east of the intersection of Groseta Ranch Road and State Route 89A (APN 406-32-080P; 406-23-036V, -036W, -174B, -174C.)

SUGGESTED MOTION

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

First reading. No action required.

BACKGROUND

The City Council considered the proposed 555-unit residential planned development at their September 13, 2016 work session.

The Planning and Zoning Commission considered the proposed PAD rezoning at their July 18, 2016 meeting and recommended approval (5-0) subject to 23 conditions. Additional technical conditions have been added for Public Works, Utilities and Fire Department requirements.

A neighborhood meeting conducted by the applicants and attending by over 50 people was held at the nearby On the Greens clubhouse on May 25, 2016, at which no major concerns were raised. A full media release notice for the neighborhood meeting was sent out in advance of the meeting. A 32-square foot public hearing notice sign was installed on the property facing SR 89A. Notification letters were sent to all property owners within 300 feet of the project boundary, as required. One letter of concern was received by a nearby property owner from the Verde Heights subdivision on N. Ocotillo Street. Concerns included potential trespassing on their property, littering, noise and crime associated with residents of the new development.

Property History: In 2001, the property was rezoned PUD (Planned Unit Development) through Ordinance 408 for the "Groseta Ranch Master Plan." All approved PUD's were subsequently renamed city-wide to PAD's (Planned Area Developments.) The 2001 PUD zoning approved 144 acres, including almost 65 acres of commercial, retail and business park uses along the state highway corridor, as well as over 35 acres

designated multi-unit residential. A low calculation of 16 units per acre for multi-unit residential would have provided 560 apartment units. However, no development activity took place subsequent to that rezoning approval.

Project Summary: The proposed Vineyards at Cottonwood project includes approximately 100.83 acres with 65 acres of mixed residential development, 3 acres of community center/commercial, and 30 acres indicated as open space.

Master Development Plan: Planned Area Development (PAD), Section 424 of the Zoning Ordinance, requires submittal of a Master Development Plan (MDP) in a format described in the ordinance. The MDP is intended to layout the overall proposal and include any proposed unique features. The MDP is approved through the zoning ordinance and serves as the guide for development of the project.

Design Review Procedures: PAD Zoning generally requires preliminary design guidelines (*previously referred to as development review*) to be included as part of the Master Development Plan. Design Review includes building architecture, site layout, landscaping, project signage, lighting standards, site features, open space details and similar details. The Zoning Ordinance allows the design review requirements to be approved through the MDP or specific features or areas may be reviewed and approved at a later time with the future phases. The proposed “Craftsman Style” design theme for the residential buildings is well documented in the MDP and is proposed for the entire project. Design review issues not included with the MDP would require subsequent review and approval by the Planning and Zoning Commission. In this case, right-of-way and common area landscaping, open space details, project amenities, trail facilities and similar items will need to be submitted and approved by the Commission for each phase of development prior to or concurrent with the Preliminary Plat application.

Attachments:

- Proposed Ordinance 622 – establishing new PAD Zone designation.
- Master Development Plan for The Vineyards at Cottonwood (*Binder Copy submitted for September 2016 Council work session.*)
- Code Review Board (Planning) Comments; Fire Department Comments: and Engineering Comments. (Exhibits A, B & C)

JUSTIFICATION/BENEFITS/ISSUES

The Vineyards at Cottonwood proposal provides a mix of housing types to respond to the diverse needs of the community, preservation of natural drainage washes and open space, and pedestrian and vehicle connections to surrounding areas.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:		
Name:	Description:	Type:
Ord622.doc	Ordinance Number 622	Cover Memo
Stipulations Exhibits A B C.pdf	Stipulations Exhibits A. B & C	Cover Memo
Master Site Plan Revised August 2016.pdf	Master Site Plan	Cover Memo

ORDINANCE NUMBER 622

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF COTTONWOOD, ARIZONA, FOR FIVE PARCELS OF LAND TOTALING APPROXIMATELY 100.83 ACRES, LOCATED EAST OF THE INTERSECTION OF GROSETA RANCH ROAD AND STATE ROUTE 89A, APN 406-32-080P; 406-23-036V, 406-32-036W, 406-32-174B, AND 406-32-174C, SO AS TO CHANGE CERTAIN DISTRICT BOUNDARIES AND CLASSIFICATIONS THEREOF FROM THE PRESENT ZONING OF PAD (PLANNED AREA DEVELOPMENT) AS APPROVED PER ORDINANCE NUMBER 408, ON NOVEMBER 20, 2001, TO PAD (PLANNED AREA DEVELOPMENT) ZONE.

WHEREAS, the Planning & Zoning Commission considered the proposed PAD rezoning at their July 18, 2016, meeting and recommended approval subject to 23 conditions; and

WHEREAS, additional technical conditions were added by staff for Public Works, Utilities, and Fire Department requirements; and

WHEREAS, the City Council considered the 555 unit residential Planned Area Development at a work session held on September 13, 2016; and

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

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

Section 1: That the following described parcels of land APN 406-32-080P; 406-23-036V, 406-32-036W, 406-32-174B, AND 406-32-174C, lying within the City of Cottonwood, Yavapai County, Arizona, shall be and are hereby reclassified from PAD to PAD, subject to the applicant's compliance with the conditions and stipulations set forth below under Section 2.

Legal Description

Parcel Number 1:

That portion of Sections 28 and 33, Township 16 North, Range 3 East, Gila and Salt River Meridian, Yavapai County, Arizona, being portions of those certain parcels described in Book 3984 of Official Records at Page 64 and Book 3984 of Official Records at Page 67, records of Yavapai County, more particularly described as follows:

Ordinance Number 622

Page 2

COMMENCING at the south quarter corner of said Section 28 marked with a found ½ inch rebar with set tag "LS 48100" (from which the southwest corner of said Section 28, marked with a found, bent, rebar with aluminum cap "RLS 40622", bears North 88°51'34" West, along the Basis of Bearing, a distance of 2648.46 feet);

Thence North 88°51'35" West, along the south line of the southwest quarter of said Section 28 a distance of 1645.61 feet to a point;

Thence South 05°37'52" East a distance of 407.23 feet to a point; Thence South 57°33'17" West a distance of 204.00 feet to a point;

Thence North 86°33'06" West a distance of 335.72 feet to a point on the easterly right-of-way of the PRESCOTT-FLAGSTAFF HIGHWAY per Drawing Number D-13-T-464 on file with the Arizona Department of Transportation and the Warranty Deed re-recorded in Book 4768 of Official Records at Page 553, records of Yavapai County marked with a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 51°07'57" West, along said easterly right-of-way, a distance of 230.49 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622", the TRUE POINT OF BEGINNING;

Thence North 40°41'19" West, along said easterly right-of-way, a distance of 449.08 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 01°41' 55" East, along said easterly right-of-way, a distance of 28.05 feet to a point on said south line of the southwest quarter of said Section 28 marked with a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 01°47'45" East, along said easterly right-of-way, a distance of 31.34 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 56°54'34" East, along said easterly right-of-way, a distance of 259.24 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 25°08'18" West, along said easterly right-of-way, a distance of 13.31 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 24°52'54" West, along said easterly right-of-way, a distance of 25.00 feet to a point on the southerly line of that certain exception described as PARCEL 1 in said Book 3984 at Page 67 marked with a set 1/2 inch rebar with plastic cap "LS 48100" in pavement;

Ordinance Number 622

Page 3

Thence North $64^{\circ}15'46''$ East, along said southerly line of exception, a distance of 90.24 feet to a found spindle with washer "LS 13015" in pavement;

Thence North $63^{\circ}56'12''$ East, along said southerly line of exception, a distance of 28.82 feet to a point on the southerly line of that certain right-of-way granted to the City of Cottonwood and described on EXHIBIT B in Book 4217 of Official Records at Page 577 marked with a set 1/2 inch rebar with plastic cap "LS 48100" in pavement;

Thence North $73^{\circ}50'09''$ East, along said southerly line of right-of-way, a distance of 252.98 feet to a point marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence easterly, along said southerly line of right-of-way, along a curve to the right having a radius of 360.00 feet, a central angle of $17^{\circ}50'56''$, a chord of North $82^{\circ}45'37''$ East, 111.70 feet, for an arc length of 112.15 feet to a point marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence South $88^{\circ}18'55''$ East, along said southerly line of right-of-way, a distance of 10.84 feet to a point;

Thence South $00^{\circ}41'18''$ East a distance of 145.53 feet to a point; Thence South $01^{\circ}08'25''$ West a distance of 249.50 feet to a point;

Thence South $50^{\circ}02'37''$ West a distance of 493.65 feet to the TRUE POINT OF BEGINNING.

Parcel Number 2:

That portion of Sections 28 and 33, Township 16 North, Range 3 East, Gila and Salt River Meridian, Yavapai County, Arizona, being portions of those certain parcels described in Book 3984 of Official Records at Page 64 and Book 3984 of Official Records at Page 67, records of Yavapai County, more particularly described as follows:

BEGINNING at the south quarter corner of said Section 28 marked with a found 1/2 inch rebar with set tag "LS 48100" (from which the southwest corner of said Section 28, marked with a found, bent, rebar with aluminum cap "RLS 40622", bears North $88^{\circ}51'34''$ West, along the Basis of Bearing, a distance of 2648.46 feet);

Thence North $88^{\circ}51'35''$ West, along the south line of the southwest quarter of said Section 28 a distance of 1645.61 feet to a point;

Thence South $05^{\circ}37'52''$ East a distance of 407.23 feet to a point; Thence South $57^{\circ}33'17''$ West a distance of 204.00 feet to a point;

Ordinance Number 622

Page 4

Thence North $86^{\circ}33'06''$ West a distance of 335.72 feet to a point on the easterly right-of-way of the PRESCOTT-FLAGSTAFF HIGHWAY per Drawing Number D-13-T-464 on file with the Arizona Department of Transportation and the Warranty Deed re-recorded in Book 4768 of Official records at Page 553, records of Yavapai County marked with a found aluminum cap "ADOT ROW 2009 RL 40622";

Thence North $51^{\circ}07'57''$ West, along said easterly right-of-way, a distance of 230.49 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North $50^{\circ}02'37''$ East a distance of 493.95 feet to a point; Thence North $01^{\circ}08'25''$ East a distance of 249.50 feet to a point;

Thence North $00^{\circ}41'18''$ West a distance of 145.53 feet to a point on the southerly line of that certain right-of-way granted to the City of Cottonwood and described on EXHIBIT B in Book 4217 of Official Records at Page 577;

Thence South $88^{\circ}18'55''$ East, along said southerly line of right-of-way, a distance of 844.00 feet to a point marked with a set 1/2 Inch rebar with plastic cap "LS 48100";

Thence northeasterly, along said southerly line of right-of-way, along a curve to the left having a radius of 440.00 feet, a central angle of $34^{\circ}07'26''$, a chord of North $74^{\circ}37'22''$ East, 258.20 feet, for an arc length of 262.05 feet to a point marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence North $57^{\circ}33'39''$ East, along said southerly line of right-of-way, a distance of 686.9g feet to a point marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence northeasterly, along said southerly line of right-of-way, along a curve to the left having a radius of 440.00 feet, a central angle of $04^{\circ}25'16''$, a chord of North $55^{\circ}21'01''$ East, 33.94 feet, for an arc length of 33.95 feet to a point marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence North $53^{\circ}08'23''$ East, along said southerly line of right-of-way, a distance of 263.69 feet to a point on the locally accepted north-south mid-section line of said Section 28 marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence South $00^{\circ}01'22''$ West, along said mid-section line, a distance of 834.67 feet to a found 1/2 inch rebar with tag "LS 32224";

Thence South $00^{\circ}17'19''$ West, along said mid-section line, a distance of 150.03 feet to the POINT OF BEGINNING.

Parcel Number 3:

Ordinance Number 622

Page 5

That portion of Section 29, Township 16 North, Range 3 East, Gila and Salt River Meridian, Yavapai County, Arizona, being a portion of that certain parcel described as PARCEL 2 in Book 3984 of Official Records at Page 66, records of Yavapai County, more particularly described as follows:

COMMENCING at the south quarter corner of Section 28, said Township and Range marked with a found 1/2 inch rebar with set tag "LS 48100";

Thence North 88°51'34" West along the south line of the southwest quarter of said Section 28 and the Basis of Bearing, a distance of 2648.46 feet to the southeast corner of said Section 29 marked with a found, bent, rebar with aluminum cap "RLS 40622";

Thence North 00°01'30" West a distance of 150.74 feet to a point on the easterly right-of-way of the PRESCOTT-FLAGSTAFF HIGHWAY per Drawing Number D-13-T-464 on file with the Arizona Department of Transportation and the Warranty Deed re-recorded in Book 4768 of official Records at Page 553, records of Yavapai County marked with a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence South 65°35'15" West, along said easterly right-of-way, a distance of 50.75 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 74°40'47" West, along said easterly right-of-way, a distance of 155.85 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 44°38'55" West, along said easterly right-of-way, a distance of 405.00 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 05°18'05" West, along said easterly right-of-way, a distance of 91.04 feet to a point on the southerly line of said PARCEL 2 marked with a set 1/2 inch rebar with plastic cap "LS 48100", the TRUE POINT OF BEGINNING;

Thence North 05°18'05" West, continuing along said easterly right-of-way, a distance of 86 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 61°45'06" West, along said easterly right-of-way, a distance of 220.77 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 44°39'12" West, along said easterly right-of-way, a distance of 431.99 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 07°00'05" East, along said easterly right-of-way, a distance of 48.39 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Ordinance Number 622

Page 6

Thence North 35°09'52" West, along said easterly right-of-way, a distance of 164.23 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 44°39'27" West, along said easterly right-of-way, a distance of 127.33 feet to a point on the north line of said PARCEL 2 marked with a set 1/2 inch rebar with plastic cap "LS48100";

Thence North 82°38'00" East, leaving said right-of-way, along said north line, a distance of 721.71 feet to the end of the westerly line of that certain right-of-way granted to the City of Cottonwood and described on EXHIBIT B in Book 4217 of Official Records at Page 577 marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence South 44°41'05" East, along said westerly line of right-of-way, a distance of 628.44 feet to a point on the southerly line of said PARCEL 2 marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence South 55°45'19" West, along said southerly line, a distance of 110.11 feet to a found 5/8 inch rebar with illegible plastic cap and set tag "LS 48100";

Thence South 51°42'35" West, along said southerly line, a distance of 259.86 feet to a found 5/8 inch rebar with set tag "LS 48100";

Thence South 61°30'43" West, along said southerly line, a distance of 192.34 feet to a found 5/8 inch rebar with plastic cap "LS 13015";

Thence south 32°52'33" West, along said southerly line, a distance of 30.33 feet to the TRUE POINT OF BEGINNING.

Parcel Number 4:

That portion of Sections 28 and 29, Township 16 North, Range 3 East, Gila and Salt River Meridian, Yavapai County, Arizona, being a portion of that certain parcel described as PARCEL 1 in Book 3984 of Official Records at Page 66, records of Yavapai County, more particularly described as follows:

COMMENCING at the south quarter corner of said Section 28 marked with a found 1/2 inch rebar with set tag "LS 48100";

Thence North 88°51'34" West along the south line of the southwest quarter of said Section 28 and the Basis of Bearing, a distance of 2648.46 feet to the southwest corner of said Section 28 marked with a found, bent, rebar with aluminum cap "RLS 40622";

Ordinance Number 622

Page 7

Thence North 00°01'30" West a distance of 150.74 feet to a point on the easterly right-of-way of the PRESCOTT-FLAGSTAFF HIGHWAY per Drawing Number D-13-T-464 on file with the Arizona Department of Transportation and the Warranty Deed re-recorded in Book 4768 of Official Records at Page 553, records of Yavapai County marked with a found aluminum cap "ADOT ROW 2009 RLS 40622", the TRUE POINT OF BEGINNING;

Thence South 65°35'15" West, along said easterly right-of-way, a distance of 50.75 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 74°40'47" West, along said easterly right-of-way, a distance of 155.85 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 44°38'55" West, along said easterly right-of-way, a distance of 405.00 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 05°18'05" West, along said easterly right-of-way, a distance of 91.04 feet to a point on the northerly line of said PARCEL 1 marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence North 32°52'33" East, along said northerly line, a distance of 30.33 feet to a found 5/8 inch rebar with plastic cap "LS 13015";

Thence North 61°30'43" East, along said northerly line, a distance of 192.34 feet to a found 5/8 inch rebar with set tag "LS 48100";

Thence North 51°42'35" East, along said northerly line, a distance of 259.86 feet to a found 5/8 inch rebar with illegible plastic cap and set tag "LS 48100";

Thence North 55°45'19" East, along said northerly line, a distance of 110.11 feet to a point on the westerly line of that certain right-of-way granted to the City of Cottonwood and described on EXHIBIT B in Book 4217 of Official Records at Page 577 marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence South 44°41'05" East, along said westerly line of right-of-way, a distance of 266.82 feet to a point marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence southeasterly, along said westerly line of right-of-way, along a curve to the left having a radius of 440.00 feet, a central angle of 11°18'53", a chord of South 50°20'32" East, 86.75 feet, for an arc length of 86.89 feet to a point marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence South 55°59'58" East, along said westerly line of right-of-way, a distance of 160.73

feet to a point marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence southerly, along said westerly line of right-of-way, along a curve to the right having a radius of 260.00 feet, a central angle of 39°50'07", a chord of South 36°04'55" East, 177.15 feet, for an arc length of 180.77 feet to a point marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence South 16°09'51" East, along said westerly line of right-of-way, a distance of 37.03 feet to an angle point (the intersection of said westerly line of right-of-way and the northerly line of the same right-of-way) marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence South 73°50'09" West, along said northerly line of right-of-way, a distance of 252.15 feet to a point marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence southwestwardly, along said northerly line of right-of-way, along a curve to the left having a radius of 540.00 feet, a central angle of 28°29'01", a chord of South 59°35'39" West, 265.70 feet, for an arc length of 268.45 feet to a point marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence South 45°21'09" West, along said northerly line of right-of-way, a distance of 28.66 feet to a point on the easterly right-of-way of said PRESCOTT-FLAGSTAFF HIGHWAY marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence South 65°34'31" West, along said easterly right-of-way, a distance of 1.68 feet to the TRUE POINT OF BEGINNING.

Parcel Number 5:

That portion of Section 33, Township 16 North, Range 3 East, Gila and Salt River Meridian, Yavapai County, Arizona, being a portion of that certain parcel described in Book 3984 of Official Records at Page 65 and a portion of that certain parcel described in Book 3984 of Official Records at Page 67, records of Yavapai County, more particularly described as follows:

BEGINNING at the south quarter corner of Section 28, said Township and Range, also being the north quarter corner of said Section 33 marked with a found 1/2 inch rebar with set tag "LS 48100 (from which the southwest corner of said Section 23, marked with a found, bent, rebar with aluminum cap "RLS 40622", bears North 88°51'34" West, along the Basis of Bearing, a distance of 2648.46 feet);

Thence South 00°12'53" West, along the locally accepted north-south mid-section line of

Ordinance Number 622

Page 9

said Section 33, a distance of 267.02 feet to a found 5/8 inch rod with set tag "LS 48100";

Thence South 00°09'20" West, along said mid-section line, a distance of 50.71 feet to a found 5/8 inch rod with set tag "LS 48100";

Thence South 00°03'34" West, along said mid-section line, a distance of 255.61 feet to a found 5/8 inch rod with set tag "LS 48100";

Thence South 00°03'40" West, along said mid-section line, a distance of 232.00 feet to a set 1/2 inch rebar with plastic cap "LS 48100";

Thence South 51°19'27" West, leaving said mid-section line, a distance of 314.55 feet to a set 1/2 inch rebar with plastic cap "LS 48100";

Thence North 82°42'30" West a distance of 365.30 feet to a set 1/2 inch rebar with plastic cap "LS 48100";

Thence South 50°11'05" West a distance of 788.61 feet to a point on the easterly right-of-way line of the PRESCOTT-FLAGSTAFF HIGHWAY per Drawing Number D-13-T-464 on file with the Arizona Department of Transportation and the Warranty Deed re-recorded in Book 4768 of Official Records at Page 553, records of Yavapai County marked with a set 1/2 inch rebar with plastic cap "LS 48100";

Thence North 40°37'27" West, along said easterly right-of-way, a distance of 98.00 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 54°34'50" West, along said easterly right-of-way, a distance of 145.28 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 33°34'45" West, along said easterly right-of-way, a distance of 195.46 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 47°31'02" West, along said easterly right-of-way, a distance of 142.00 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 39°20'00" West, along said easterly right-of-way, a distance of 212.52 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 23°02'27" West, along said easterly right-of-way, a distance of 60.45 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 34°04'27" West, along said easterly right-of-way, a distance of 45.50 feet to

a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 62°30'25" West, along said easterly right-of-way, a distance of 102.18 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 45°29'21" West, along said easterly right-of-way, a distance of 251.85 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence North 25°43'20" West, along said easterly right-of-way, a distance of 110.99 feet to a found aluminum cap "ADOT ROW 2009 RLS 40622";

Thence South 86°33'06" East, leaving said easterly right-of-way, a distance of 335.72 feet to a point;

Thence North 57°33'17" East a distance 204.00 feet to a point;

Thence North 05°37'52" West a distance of 407.23 feet to a point on the north line of the northwest quarter of said Section 33;

Thence South 88°51'35" East along said north line of the northwest quarter, a distance of 1645.61 feet to the POINT OF BEGINNING.

Section 2: That staff has determined the following items necessary as conditions of the zoning approval to protect the public health, safety and general welfare:

1. Prior to or concurrent with the subdivision platting process, the Developer and the City shall negotiate and execute a Development Agreement (DA) which, among other things, shall outline the residential phasing plan and infrastructure plan for the Master Development Plan (MDP); and provide for the payment of a capacity fee of \$4,000.00 per residential unit at the time of building permit issuance for access to and use of the City's existing water and wastewater infrastructure.
2. The development standards, master site plan and residential densities described in the MDP dated August 2016 shall supersede any previously approved PUD, PAD or MDP.
3. The Project shall be consistent with the Master Development Plan (MDP) as revised August 2016. There shall be no more than 555 residential dwelling units approved for the development, as described in the MDP. The developer shall attempt to provide the residential diversity through the mix of housing types described in the MDP.

4. The Project shall be consistent with the comments from the Code Review Board meeting of March 15, 2016 (attached Exhibit A.)
5. The Project shall be consistent with the comments received from the Fire & Medical Department dated June 28, 2016 (attached Exhibit B.)
6. The Project shall be consistent with the comments from Engineering Department dated July 8, 2016 (attached Exhibit C.)
7. The Project shall be consistent with the requirements of the Utility Department regarding installation of water and sewer improvements, including timelines, scheduling, standards and fees.
8. The Project shall conform to the requirements of the Public Works Department regarding grading and drainage plans, stormwater management and street engineering.
9. A Traffic Impact Study (TIS) shall be submitted with Phase 2 or at 50 homes, whichever comes first, with plans to be approved by staff and ADOT. All streets, public and private, shall be built to City standards. The Developer shall provide written approval from ADOT prior to the construction of each phase.
10. Indicate one (1) foot vehicular non-access easements for detached single-unit residential parcels abutting designated collector streets and along state highways.
11. All site grading activity shall be subject to City requirements for dust control, including use of treated effluent for dust suppression.
12. For trails that are located along drainage washes, locate the trail along the top or upper side of slope and not within the floodway or drainage bottom. Non-motorized trails shall be located within open space tracts and designated public access easements; and the homeowners association shall be responsible for maintenance of all park, open space and trail improvements. Trail alignments shall be shown on the Preliminary Plat with access points indicated. Trails shall be designed with a minimum six (6) foot width tread or travel surface.
13. The Developer shall be required to submit all required future plans to the Planning and Zoning Commission for Design Review prior to or concurrent with the applicable phase of the Preliminary Plat for all areas and features not included as part of the Master Development Plan, including any condominium development, multi-unit residential, town homes, commercial uses, community facilities, parks and trails,

landscaping and project signs, as well as any additional or modified site features or building designs.

14. Prior to or concurrent with each phase of development as submitted for the applicable Preliminary Plat application, the Developer shall provide landscape plans, as per Zoning Ordinance Section 407, for areas and uses subject to design review. Indicate that the homeowners association shall be responsible for maintaining the landscaping in public right-of-ways and other areas as proposed.
15. All public infrastructure (streets, water, sanitary sewer, storm drainage, reclaimed water, etc.) shall be constructed in accordance with the current edition of the Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, Article 6 of the City of Cottonwood Subdivision Ordinance, the approved Traffic Impact Analysis (TIA), the Water and Wastewater Master Plan for the subdivision, and generally accepted engineering principles. Additional requirements may be required at the discretion of the City of Cottonwood Engineer.
16. Drainage improvements shall be designed in accordance with the Drainage Design Manual for Yavapai County and City Ordinances 172 & 615. Additional requirements may be required at the discretion of the City of Cottonwood Engineer.
17. Public and private roads shall be constructed per the subdivision ordinance or the most current applicable city standards.
18. No parking will be allowed on any streets (private) that are 20' wide. Parking on one side of the road will be allowed on streets that are 26' wide, except where Fire Hydrants are located.
19. All road/street heights, widths, cul-de-sac and hammerhead turn around distances shall meet the requirements in the 2012 International Fire Code appendix D and the City of Cottonwood conditions.
20. A secondary approved temporary access road shall be installed before phase II construction is started. A permanent approved collector street accessing North Main Street shall be installed and fully accepted by the City of Cottonwood before phase II is 25% completed.
21. Construction of the roadway extension for Groseta Ranch Road north to Main Street shall be started as soon as practicable ensuring that the road is completely constructed and accepted by the City of Cottonwood no later than March 1, 2020. The

developer shall fund the construction of Groseta Ranch Road to City collector street standards from SR 89A to N. Main Street.

22. At the gated entrance to the On the Greens subdivision, from Anna's Ave., the Cottonwood Fire and Medical Department has an emergency vehicle preemption signal device on the coded gate system that requires a clear visible path from Groseta Ranch Road in order to operate correctly. The developer shall coordinate any future placement of trees and shrubs within this corridor that may prevent this device from working correctly.
23. The Developer shall dedicate an Aviation Easement to the City of Cottonwood due to subject property's proximity to the Cottonwood Airport. This easement shall be identified on the subdivision plat.
24. A Certificate of Zoning Compliance documenting the completion of conditions of approval as specified by the Master Development Plan shall be issued prior to approval of any Certificate of Occupancy for the project. A Certificate of Zoning Compliance may be issued for individual Phases, as defined in the MDP.
25. The plat shall display all 100 year flood plains. All lots adjacent to or including any flood plain designation shall include a base floor elevation shown on the plat.
26. City connection point will be into a manhole on the gravity sewer at Kindra Heights and N. Main Streets designated on Utility Department maps as 3-26-7 or a comparable point to be determined by mutual agreement between the Developer and the City. The connection point manhole shall be coated with a material specifically designed to prevent concrete manhole degradation caused by hydrogen sulfide or other corrosive materials.
27. Prior to issuance of the first Certificate of Occupancy for the project, the Developer shall be required to construct the sewer main line from the subdivision to the designated and approved tie-in point.
28. Residents shall be charged the standard monthly sewer rates, charges and fees per household. These fees are set by the City Council and are subject to annual review.
29. All work within City rights of way, or on City systems or property will be coordinated with the appropriate City Department(s), utilizing the most current specifications, techniques and materials. All work shall be performed by individuals or firms properly licensed or registered within the State of Arizona to perform such work. Companies or individuals working within the City of Cottonwood rights of way shall obtain and keep current a City of Cottonwood business license for the

duration of the project.

30. Developer shall install domestic water services utilizing only Utility Department approved materials and supplies.
31. Meter box type, size and materials shall be approved by the City Utility Department prior to installation. Installation type shall mate with the appropriately sized Utility Department meter.
32. Per Arizona statute and City Code, backflow devices if required shall be installed, tested and certified prior to initiation of water service.
33. Fire hydrant type and manufacturer shall be approved by City prior to installation.
34. All sewer manholes shall be readily accessible by truck mounted equipment typically required to maintain municipal sewer systems.
35. If manholes are constructed as part of a trail system, the trail shall be constructed utilizing methods and materials to allow routine access by sewer maintenance equipment.
36. If the utility improvements specified within the Development Agreement and the approved plans are not complete within 5 years of the signed date of the Development Agreement, the Development Agreement shall be subject to cancellation by the City Council unless adjusted or extended by the City Council.
37. Fees shall be applied per section 15.52 of the Cottonwood Municipal Code and/or as otherwise provided by the Development Agreement, the City Code, and these stipulations.

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

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE

Ordinance Number 622
Page 15

MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, THIS ____ DAY OF
NOVEMBER 2016.

Diane Joens, Mayor

APPROVED AS TO FORM:

Steve Horton, Esq, City Attorney



VIA EMAIL

March 18, 2016

Michel Foster
Granite Mountain Asset Management
7765 N. Williamson Valley Rd.
Prescott, AZ 86305

Re: CRB # 16-008 Vineyards at Cottonwood

Dear Mr. Foster,

Thank you for attending the March 15th Code Review Meeting, we look forward to working with you on this project. This project is required to go to the Planning and Zoning Commission and City Council for rezoning approval.

Below is a process summary and comments regarding this project.

- 1) **P&Z & City Council Hearings Zone Change.** A hearing application is required (submitted following Code Review), with a fee for Re-zoning. Fees for re-zoning are \$750 + \$35 per acre. The Planning & Zoning Commission meets at 6 PM on the third Monday of each month, except during holiday months. After you submit your hearing application with all required documents and the required neighborhood meeting is held, you will be scheduled to attend a P&Z meeting. You must have a representative who is familiar with all aspects of this project attend this meeting.

If the Planning & Zoning Commission recommends approval for the rezone, it will then be presented to the City Council for final approval. This meeting will be scheduled after Planning & Zoning approval and will require two hearings.

Please review the Cottonwood Zoning Ordinance procedural codes for Design Review (Article III, Sec. 304), Amendments or Zone Changes (Sec. 301), and PAD requirements (Sec. 424). Other design related codes pertaining to signs, parking, landscaping, and lighting are found under Sections 405-408. The zoning ordinance is on-line at <http://cottonwoodaz.gov>.

- 2) **Site Improvement Permits:** Grading and Building Permits may not be issued nor any site work commenced until after Planning & Zoning approval.

- 3) **Certificate of Occupancy:** Issuance of a Certificate of Occupancy is required prior to use of this building. All requirements stipulated as part of the Code Review and Planning & Zoning process must be addressed before the Certificate of Occupancy will be issued.

DEPARTMENT COMMENTS REGARDING SUBMITTAL

Planning – Charlie Scully, csully@cottonwoodaz.gov (928) 634-5505 x 3323

BACKGROUND:

In 2001, subject property was rezoned to Planned Unit Development (PUD-C & PUD-R) Zone for the “Groseta Ranch Master Plan,” which included approximately 144 acres. PUD zoning city-wide was subsequently renamed Planned Area Development (PAD) Zone. The former project did not proceed past the zoning approval process. The current proposal represents a substantially different project in terms of the general layout, the mix of uses, circulation and access. The current proposal includes rezoning with a new PAD Zone Ordinance and Master Development Plan.

MASTER DEVELOPMENT PLAN

The proposed “The Vineyards at Cottonwood” project includes approximately 101 acres. A new parcel, 28.53 acres in area, located to the south of the Vineyards at Cottonwood project at Verde Heights Drive is NOT part of the current proposal. The 28.53 acre parcel will be retained by the current property owner for future development through a separate application process. Future planning, layout and use of the corner property at Verde Heights Drive and SR 89A will be through a separate process subject to separate zoning review and public notification.

Zoning Ordinance, Section 424. PAD (Planned Area Development) Zone, describes the procedures and includes the outline for a Master Development Plan (MDP.) PAD zoning provides an opportunity for proposing a unique custom designed development project. In return for flexibility with zoning and development standards, the applicant is required to submit a separate Master Development Plan document that allows review of the overall proposal in a comprehensive and coordinated format, so as to allow the reviewing agencies an opportunity to determine compliance with objectives.

The MDP is a separate document, submitted in a ring binder format, that includes a detailed project narrative, supporting exhibits describing the proposed uses, development standards, design guidelines, project phasing data, maintenance responsibilities and other supporting documentation, as well as detailed graphic exhibits, including proposed site plan, landscape plan, building designs, and other project elements, as described in the PAD Zone section of the Zoning Ordinance. PAD Zoning supports a master planned approach to property development and encourages quality mixed-use development with integrated open space and natural lands preservation.

MDP Project Narrative:

Section 424 provides an outline for the project narrative, including:

- Name and Contact Information.
- Data Summary.
- Project Objectives.

PROJECT SUMMARY AND PHASING

Information in this section needs to be confirmed for the MDP submittal.

- 7-10 year total project lifespan for build-out.
- 6 housing phases, each with roughly consistent mixes of single family, patio homes, and condominiums.

Total: (523 residential units)

101 acres. Gross Density- 5.17 units per acre

- ___ single family homes
- ___ patio homes
- ___ row homes
- ___ condominium units
- ___ acres commercial development

Phase 1 (___ units)

Units 1-4

- ___ single family homes
- ___ patio homes
- 32 condominiums
- 1 acre organic farm with farmers market

Phase 2 (___ units)

Units 5-7

- ___ single family homes
- ___ patio homes
- ___ Row Homes
- Condominium exercise, social room and pool
- 4 acres commercial development

General Plan Review:

The Applicant provides a written statement in the MDP describing how the proposed project conforms to the objectives of the Cottonwood General Plan.

Staff General Plan Analysis: The proposed PAD zoning is in conformance with the General Plan Land Use classification for this property, which is designated as Planned Development (PLD). The PLD Land Use classification in the Cottonwood General Plan 2025 supports the Planned Area Development (PAD) Zoning District designation.

Graphic Exhibits: Typical Planning exhibits include:

Site Plan
Topographic map
Phasing Plan
Housing Elevations/Renderings
Open Space & Landscape Plan.

Property Development Standards:

PAD Zoning allows the Applicant to propose unique standards for the project with the understanding that the project will include superior design and character. The MDP serves as the guide for documenting the unique standards for a project. The Applicant shall include all proposed standards, including narrative descriptions and any graphic exhibits.

Typical property development standards may include: Setbacks, Parcel Size, Lot Coverage, Open Space requirements, Parking and Driveway standards, and similar features.

Design Guidelines: Section 424.D.2.g. “Design Guidelines” provides information for documenting Design Guidelines. This includes a narrative section and graphic exhibits, as needed, to adequately describe typical design elements, materials and colors for buildings and site features. This typically includes statements and guidelines to describe:

- General Guidelines.
- Architectural Theme.
- Building Design.
- Screening/Buffering from adjacent properties.
- Site Features: walls, entry signs.
- Landscaping: May included plant list, description of special features, design details.

Screening and Buffering:

1. Describe the east boundary of the project in relation to the existing homes and properties. Will there be any landscaping, fence or wall? How close are the new homes to the neighboring properties?
2. New residential development is proposed along the State Route 89A corridor. What does this look like and is there any screening or buffering, such as walls, fences, or landscaping along the highway? A cross section showing relationship of the highway to the residential development with the grade change would help explain the condition.

Landscape Plan:

A landscape plan for the overall development at this stage indicates general landscape and open space areas. This may include natural open space, drainage features, right-of-way areas, streetscape, pedestrian areas, walking paths, common areas, project entry features and residential areas, where applicable. A Landscape Plant table indicating categories, such as trees, shrubs and ground cover, is typically included. Strict adherence to drought-tolerant plant varieties is expected.

Open Space Standards:

There is an expectation that projects with PAD Zoning will include open space features as an integrated component of a quality master planned community. The ordinance describes open space as both natural and developed areas. For residential and mixed-commercial PAD development, the ordinance describes 30% minimum gross acreage, excluding public and private right-of-way.

Parks and Community Amenities

A separate site plan is typically used to show various open space and park features, including park and recreation amenities, walking paths, flood and drainage areas, detention basins, developed common areas, landscaped areas, and preserved natural areas. Provide descriptions and typical details to help describe the character of such areas.

Trails.

The goal of including walking trails in and around planned developments is described in the PAD Zone ordinance and MDP outline. The MDP should show the proposed location on map and describe basic design, surface treatment and any relevant details. The Subdivision map should also include trail and walkway locations.

Circulation Standards:

Existing streets include Groseta Ranch Road, providing access from the roundabout on State Route 89A, and Anna's Street connecting Groseta Ranch Road to On the Greens development.

Traffic Impact Study:

The Zoning Ordinance, Section 424. PAD Zoning indicates that a Traffic Impact Study (TIS) is required for residential development with 50 or more units proposed, including where part of larger phased development. Any TIS need to be coordinated through the City Engineer.

Access and Driveways:

All access points to the development need to be described as part of the MDP. The roundabout at Groseta Ranch Road is indicated as the primary access. The extension of Groseta Ranch Road to Main Street is indicated as future second access. Any additional access at State Route 89A needs to be approved by ADOT.

Interior Circulation:

Describe typical streets, and include provisions for pedestrian and bicycle circulation. Cottonwood Area Transit (CAT) should be consulted for possible location/s of bus shelter, in the event that future transit routes would include a bus stop for the development

Statement of Water Use:

Recognizing the importance of having a sustainable supply of water, the City of Cottonwood in 2009, obtained from the Arizona Department of Water Resources (ADWR) a "Designation of Adequate Water Supply" for 6,000 acre-feet of water annually, which is more than twice the volume of groundwater pumped in 2013. In order to obtain this designation, the City demonstrated to ADWR that 6,000 acre-feet of groundwater will be continuously available to be pumped from the aquifer for 100 years without causing the groundwater table to decline below a

statutorily defined limit. By becoming a Designated Adequate Water Provider, all proposed subdivisions within the City's service area are designated as having a sustainable supply of water to meet their needs. Developers are not required to submit a separate hydrologic study to the State for the subdivision process, as the city-wide designation covers this requirement.

Water Conservation Plan:

The PAD Zone provides an opportunity to propose a comprehensive approach to water conservation for the development. The City ordinance requires greywater dual plumbing for all new residential units; however, the PAD Zone provides an opportunity to waive the dual plumbing requirement for individual residences in return for meeting objectives through a conservation program. Low water plumbing fixtures, rainwater harvesting, drought-tolerant landscaping, or other innovative measures can be included in a water conservation plan.

Development Phasing Plan:

A site map should be submitted showing the phasing plan for the overall project. Land development may occur in phases; infrastructure phasing needs to be determined, as per system requirements, on a case-by-case basis. The requirements for phased infrastructure development, including roads, water lines and wastewater systems, need to be determined based on system requirements. In some cases, extended infrastructure will need to be installed at an earlier phase, so as to meet operational or system requirements.

SUBDIVISION PROCESS:

The subdivision platting process is guided by the City's Subdivision Ordinance and State Statute. Subdivision is done through a separate application process that requires review and approval by the Planning and Zoning Commission and City Council. The zoning approvals for the proposed Planned Area Development project must be obtained first with subdivision of land to follow. A Preliminary Plat for the complete project is required to be approved by the Planning and Zoning Commission and City Council. Final Plats for separate phases and units may then be approved by the City Council.

1. **Development Agreement:**

A Development Agreement describing responsibilities of the City and the Developer may be proposed as part of the subdivision process.

2. **Condominium Plat:**

There are questions about how the condominium component of the project will be established. Will the undivided common interests for the condominium units include the immediately surrounding landscaped areas, parking lots and sidewalks, or will that be covered a separate Tract owned by the property owners association for the entire project? Arizona Revised Statutes §§ 9-463 and 33-1201, et seq., and the Cottonwood Subdivision Ordinance, Article 8, Condominiums, address procedures and standards for condominiums.

3. Flag Lots:

The PAD zoning provides flexibility with typical lot layout requirements. Under standard zoning categories, the creation of all new parcels shall have minimum frontage on City streets. “Flag lots” also called “cherry stem lots,” where lots have long driveways providing minimal street frontage at the driveway connection are not permitted as part of standard zoning districts, which require minimum street frontage width. Flag lots have the effect of creating isolated parcels along the street, difficult design challenges with residences essentially located in backyards, and street character defined by excessive driveways within a short section. Details are needed.

4. Flag Lot Typical Housing Layout:

PAD Zoning allows consideration of flexibility with standards in return for providing a superior quality development. A typical detail showing how the homes are laid out on the “flag lots,” including the relationship and orientation of the street front units and rear flag lot units, needs to be shown. Driveways could potentially be shared through the use of easements so as to minimize the overall number of driveways. Showing the design details for how these homes are laid out will help make the case for how the flag lots contribute to the neighborhood quality and character.

Planning Comments:

1. The application for PAD (Planned Area Development) Zoning requires submittal of a MDP (Master Development Plan,) as per Section 424 (PAD Zone) of the Cottonwood Zoning Ordinance. The MDP is specific to each PAD Zone project and will serve as the guide for development for this project for many years to come. For that reason the MDP is submitted in a ring-binder format and includes the zoning details, property development standards and design review guidelines that become adopted in relation to the PAD ordinance.
2. Housing: Several types of residential uses are indicated, including patio homes, row house, multi-family and single family. The types of housing, typical design styles and typical lot layout should be provided to understand the different types of residential uses.
3. The Design Review describes the character and theme for various components of the buildings and site features. Materials and colors are described. Lighting fixtures for homes and common areas should be described.
4. Open Space and Landscape Plan: A separate plan should identify different types of open space features with estimates of area. Landscaping describes plant varieties and general areas to be landscaped, with separate details provided where needed to describe features.
5. Provide information regarding any screening or buffering proposed along the east project boundary where lots are shown abutting existing properties, including any walls, fences, berms or landscaping.

6. Parking and Driveway Details. There are several parking lots shown. Descriptions of design details and number of spaces should be indicated. For single family units, describe off-street parking, including any covered spaces, setbacks from street and relation to home.
7. Provide information and graphic exhibits for the proposed layout of “Flag Lot” units, including the relationship and orientation between the street front dwelling units and the interior flag lot units. Options to minimize driveways should be considered. Typical layouts for the flag lot properties are needed so as to be able to adequately review the proposal.
8. Provide information on the treatment of residential properties abutting State Route 89A, including any proposed walls, fences or landscaping. Provide cross-section drawings where residential properties front on the highway showing relationship of highway to buildings in terms of grade change, as well as the location of any screening walls and landscaping. What does the view of the residential buildings look like from State Route 89A?

Engineering / Public Works – Robert Winiecke, rwiniecke@cottonwoodaz.gov (928) 634-8033

1. Portions of the subject property lie both within and outside of Special Flood Hazard Areas (SFHA) designated by FEMA on the City of Cottonwood’s current FIRM Maps. Work being performed in the SFHA will require the developer to obtain a “Floodplain Development Permit” and comply with additional permitting requirements as necessitated by this proposed work activities. Areas that fall outside of the SFHA contain several well defined washes inscribed into the land. The developer will be required to perform a detailed “Hydrologic & Hydraulics” study to delineate the 1-percent annual chance occurrence floodplain in these areas in accordance with the Yavapai County Drainage Design Manual (and general engineering standards) and show this information on all subdivision plats (including regulatory flood elevations where applicable). This study may be incorporated into the subdivision Drainage Master Plan required per City Ordinance #172.
2. If a lot is constructed upon falls within the SFHA or delineated floodplain, upon completion of building the structure the Developer shall submit a copy of a completed “Elevation Certificate” (see FEMA Form 086-0-33, current version) prepared by a Surveyor licensed to practice in the State of Arizona verifying the structure’s “As-Built” condition to the City’s Floodplain Administrator. The Contractor shall be aware that additional site inspections will be required by the Floodplain Administrator following slab form placement (but prior to concrete pouring) and as otherwise be deemed necessary.
3. The developer shall be responsible for preparing any and all paperwork associated with requesting changes to the City of Cottonwood’s FIRM maps by the FEMA. All expenses for requesting and filing any LOMA, LOMR, LOMR-F, CLOMR, and CLOMR-F shall be the responsibility of the developer.

4. A Traffic Impact Analysis Report will be required for this development. Areas of particular concern are: the intersection of Groseta Ranch Road & SR 89A (roundabout), Groseta Ranch Road, Anna's Avenue and the intersection of Groseta Ranch Road & Main Street.
5. A Master Water plan will be required for this development.
6. A Master Wastewater plan will be required for this development.
7. The Developer shall be responsible for constructing the Groseta Ranch Road Extension to Main Street per City of Cottonwood Standards.
8. The Developer shall be responsible for constructing the Anna's Avenue Extension to northwest along the north boundary of Phase 1-Unit 2 (North) to the end of his development per City of Cottonwood Standards.
9. A Stormwater Pollution Prevention Plan will be required for this project.
10. The preferred width of sidewalks for public use is 6'. The preferred location for sidewalks along arterial and collector streets is detached from the back of curb with a landscape buffer. For sidewalks installed along local streets with narrower rights of way may be attached to the back of curb.
11. Final engineering plans shall be submitted to the City of Cottonwood Engineering Dept. for review and approval prior to the commencement of any work and any permits being issued.
12. Tract A – Two of the three proposed condominium buildings are shown to span the existing wash channel. Are you proposing to re-route the wash or install culverts?
13. The proposed "Public Road" serving lots 106, 107, 108 is shown as a dead end street. This will not be allowed and shall be revised.
14. What is being proposed at Lot 92 & 93.
15. The proposed "Public Road" serving lots 69-76 is shown as multiple dead end streets. This will not be allowed and shall be revised.
16. All proposed "Public Roads" shall be named throughout the subdivision.
17. The developer shall dedicate a 1' Vehicular Non-Access Easement along the rear property line of parcels abutting SR 89A, Groseta Ranch Road & Anna's Avenues.
18. All proposed "Public Roads" shall be platted, designed and constructed in accordance with the City of Cottonwood Subdivision Ordinance.
19. Pedestrian Access, including crosswalks and signage at major street intersections shall be required as well as anywhere a walking trail crosses a public road.

20. The use of “Flag lots” is strongly discouraged as it makes driveway placement and future maintenance difficult.
21. The developer shall dedicate a drainage easement along the new property line dividing the commercial and residential developments (line shown with a bearing of S50 ° 11’ 05” W and a distance of 788.61’).
22. All designed slopes shall be a maximum of 3:1 and have provisions for slope stabilization installed. Deviations may be considered by the City Engineer on a case-by-case basis and by no means should be a waiver of this requirement be expected.
23. All disturbed areas within the development shall be either hydroseeded or landscaped.
24. Please provide a master site plan showing the proposed development in its entirety in an engineering format.
25. How does the developer propose to connect existing public roads adjacent to the development (i.e. Ocotillo or Apsco Lane)?

Utilities – Mike Traynor, mtraynor@cottonwoodaz.gov (928) 634-0186

1. Please contact for comments.

Fire Department- Rick Contreras, rcontreras@cottonwoodaz.gov (928) 634-2741

All plans and designs shall fully comply with the 2012 International Fire Code {IFC} and the 2012 International Building Code {IBC} and per the Cottonwood Fire Departments Conditions.

1. Fire sprinklers shall be installed throughout the building{s} per NFPA 13 and all local regulations. The system shall be designed to meet the Hazard Class.
2. All plans, designs and fire flow calculations shall fully comply with the 2012 International Fire Code Appendix B and Chapter 5 of the IFC and per the Cottonwood Fire Departments Conditions.
3. Fire hydrants and all water supply systems shall be installed, inspected, tested and accepted in accordance with all fire code requirements before any building materials and combustibles are allowed to arrive on site. Coordinate the installation and exact location of the fire hydrants with the Cottonwood Fire Marshal and the City of Cottonwood Utilities Department. {A reduction of fire hydrants and/or distance *may* be allowed}.
4. All road/street heights, widths and cul-de-sac shall meet the requirements in the 2012 IFC and the City of Cottonwood conditions.

5. A secondary *approved* temporary access road shall be installed before phase II construction is started. A permanent approved collector street accessing North Main Street shall be installed and fully accepted by the City of Cottonwood before phase II is 25% completed.
6. All addressing and street names shall be coordinated and approved with the Cottonwood Fire & Medical Department and shall meet the conditions of Chapter 5 and appendix D of the 2012 IFC.
7. Fire alarms shall be installed in all commercial and mixed use buildings per NFPA 72 and NFPA 70.
8. The Cottonwood Fire and Medical Department looks forward to working alongside the developer/contractor on this upscale subdivision project that will provide the most up to date current fire and life safety systems and code requirements within the State of Arizona. These features will provide our citizens and property with enhanced fire protection for many years to come.
9. If there are any questions please feel free to contact the Cottonwood Fire Department at 928} 634-2741 or email rcontreras@cottonwoodaz.gov
10. **These comments are preliminary, and final determinations, comments and approvals will be provided upon review of the final sets of plans submitted. No Certificate of Occupancy will be signed or issued by the Fire Marshal until all Fire Department conditions and requirements are fully met.**

Fire Alarm Plan Comments

1. Fire Alarms shall be installed per NFPA 72 and all applicable codes and standards.
2. All Fire Alarm Plans shall be provided to the Cottonwood Fire Department for approval before the work to the Fire Alarm system starts. The Fire Alarm shall be tested by the Fire Marshal or his representative.
3. A Certification of Completion per NFPA72 shall be completed by the contractor and provided to the Cottonwood Fire Departments Fire Marshal after the testing and acceptance of the fire alarm system is completed.
4. Fire Alarm Panel location signage is required, verify the exact verbiage with the Cottonwood Fire Marshal {see item #5 for details and size}
5. If there are any questions please feel free to contact the Cottonwood Fire Department

6. **Final determinations, comments and approvals will be provided upon review of the final sets of plans submitted. No Certificate of Occupancy will be signed or issued by the Fire Marshal until all Fire Department conditions and requirements are fully met.**

Building Department- Steve Jackson, sjackson@cottonwoodaz.gov (928) 634-5505 x3317

1. All plan submittals shall be thru the Community Development Department.
2. All change orders which occur following the issuance of a building permit must be approved by city staff or they will be cited as part of the final inspection and must be remedied before a certificate of occupancy will be issued.
3. Specify the Building area, Construction type, and Occupancy classification.
4. Two sets of plans shall be submitted for each building for review accompanied by a completed Building Permit application.
5. Buildings will be required to be sprinklered which is a separate permit.
6. The City of Cottonwood follows all the 2009 IRC and IBC Building codes along with the 2008 NEC code.
7. All work will be done by contractors licensed by the State of Arizona and the City of Cottonwood.
8. All exterior lighting including home lighting will have to meet the dark sky ordinance of fully shielded fixtures only.

Yavapai County Community Health Services – John Alden, john.alden@yavapai.us (928) 634-6893

1. Any facilities selling food, beverage (to include wine tasting), or retail foods will require a separate plan review by health. One complete set of plans and appropriate review fee (based on square footage) will be required for each facility. No plan review by health for the condominium pool. Once pool is completed and approved, health will then license and conduct inspections.

NOTE: All plan submittals shall be through the Community Development Department. Changes to project proposals following Design Review approval which have been incorporated into permit submittal must be highlighted in writing and attached to the building permit, or they will not be considered approved. All change orders which occur following issuance of a building permit must be approved by City Staff, or they will be cited as part of the final inspection and must be remedied before a Certificate of Occupancy will be issued.

Please call if you have any questions.

Sincerely,

Scott Ellis
Planner



City of Cottonwood

Engineering Dept.

Date: July 8, 2016

Mr. Charles Scully
City of Cottonwood
111N Main St.
Cottonwood, AZ 86326

RE: Vineyards @ Cottonwood Comments

Dear Mr. Scully:

The following comments pertain to Vineyards@ Cottonwood Master Development Plan, submitted to the City on June 20, 2016:

1. All public infrastructure (streets, water, sanitary sewer, storm drainage, reclaimed water, etc.) shall be constructed in accordance with the current edition of the Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, Article 6 of the City of Cottonwood Subdivision Ordinance (06/07/OS) and generally accepted engineering principles. Additional requirements may be required at the discretion of the City of Cottonwood, Engineer.
2. Drainage improvements shall be designed in accordance with the Drainage Design Manual for Yavapai County and City Ordinances 172 & 615. Additional requirements may be required at the discretion of the City of Cottonwood, Engineer.
3. Public roads shall be a minimum of 30' wide back of curb to back of curb. Streets with a width less than 30' back of curb to back of curb shall be considered to be private streets and will not be publically maintained. If a street width of less than 30' back of curb to back of curb is desired, the minimum width shall be dictated by the requirements set forth by the City of Cottonwood Fire Department.
4. Time is of the essence for the construction of Groseta Ranch Road north to Main Street. Construction of the roadway extension shall be started as soon as practicable ensuring that the road is completely constructed and accepted by the City of Cottonwood no later than March 1, 2020. Failure to comply will result in ownership of the granted right of way reverting back to the property owner.
5. The Developer shall dedicate an Avigation Easement to the City of Cottonwood due to subject property's proximity to the Cottonwood Airport. This easement shall be identified on the subdivision plat.

If you have any questions or need additional information, please do not hesitate to contact me at 928.634.8033 or via e-mail at rwieniecke@cottonwoodaz.gov.

Respectfully,



Robert L. Winiecke, P.E., CFM
Engineer



FIRE & MEDICAL DEPARTMENT

TO: Berrin Nejad, Community Development Manager
FROM: Rick Contreras, Fire Marshal
DATE: June 28th 2016
SUBJECT: The Vineyards at Cottonwood Subdivision Preliminary Requirements

GENERAL FIRE DEPARTMENT COMMENTS

The Cottonwood Fire and Medical Department looks forward to working alongside the developer/contractor on this upscale subdivision project that will provide the most up to date current fire and life safety systems and code requirements within the State of Arizona. These features will provide our citizens and property with enhanced fire protection for many years to come. As a reminder, all plans and designs shall fully comply with the 2012 International Fire Code {IFC} and the 2012 International Building Code {IBC} and per the Cottonwood Fire Departments Conditions. Please review the comments that are listed below.

- A full complete set of detailed stamped plans shall be provided to the Cottonwood Fire & Medical Department for review and prior approval of all phases before the work is permitted to start.
- Any buildings that exceeds 30' of the vertical distance between the grade plane and the highest roof surface shall meet all the requirements of Appendix D section D105.

FIRE SPRINKLER & FIRE ALARM COMMENTS

- Fire sprinklers shall be installed throughout the building{s} per NFPA 13 and all local regulations. The system shall be designed to meet the Hazard Class.
- Fire alarms shall be installed in all commercial and mixed use buildings per NFPA 72 and NFPA 70.

*Community risk reduction through:
Experience – Education – Engineering - Enforcement*

FIRE HYDRANT AND FIRE FLOW COMMENTS

- All plans, designs and fire flow calculations shall fully comply with the 2012 International Fire Code Appendix B and Chapter 5 of the IFC and per the Cottonwood Fire Departments Conditions.
- Fire hydrants and all water supply systems shall be installed, inspected, tested and accepted in accordance with all fire code requirements before any building materials and combustibles are allowed to arrive on site. Coordinate the installation and exact location of the fire hydrants with the Cottonwood Fire Marshal and the City of Cottonwood Utilities Department. {A reduction of fire hydrants and/or distance may be allowed} per appendix C of the IFC.

STREET / ACCESS / TURNAROUND COMMENTS

- All road/street heights, widths, cul-de-sac and hammerhead turn around distance {s} shall meet the requirements in the 2012 International Fire Code appendix D and the City of Cottonwood conditions.
- A secondary approved temporary access road shall be installed before phase II construction is started. A permanent approved collector street accessing North Main Street shall be installed and fully accepted by the City of Cottonwood before phase II is 25% completed.
- Tract “G” and Tract “F” may not meet the requirements stated within appendix D table D103.4. Provide a detailed plan of these Tracts for review and approval.
- No parking will be allowed on any streets that are 20’ wide. Parking on one side of the road will be allowed on streets that are 26’ wide, except where Fire Hydrants are located.
- Fire lanes shall be provided and shall be a minimum of 20’ wide and have a vertical clearance of 13’6” and maintained within 150’ of any part of the building. 12”x 8” Red retro reflective Fire Lane signs stating “No parking by order of the Fire Marshal” shall be posted at every 75’. All curbs in the Fire Lane shall be painted red with 4” white letters stating “No Parking Fire Lane” painted of the curb face. Coordinate exact areas of signage requirements with the Cottonwood Fire & Medical Department.

MAPPING / ADDRESSING COMMENTS

- All addressing and street names shall be coordinated and approved with the Cottonwood Fire & Medical Department Lieutenant Jeff Boyd. There may be some conflicts with the proposed street names that are currently listed. All requirements and conditions shall meet the conditions of Chapter 5 and appendix D of the 2012 IFC.

LANDSCAPING PLAN

- At the gated entrance to the On the Greens subdivision {from Anna's Ave.}, The Cottonwood Fire and Medical Department has an emergency vehicle preemption signal device on the coded gate system that requires a clear visible path from Groseta Ranch Road in order to operate correctly. Please coordinate any future placement of trees and shrubs within this corridor that may prevent this device from working correctly.

FIRE MARSHAL DIRECT COMMENTS

- We believe that this will be an outstanding project that will satisfy all of the Fire and Life Safety Code requirements throughout the entire subdivision. Our goal is to provide you {the developer} with outstanding customer service, and also provide our citizens with the safest living community as possible. We value your experience within the development/construction profession in Northern Arizona and look forward to hearing input from the developer so that we are all on the same page throughout this process.
- If there are any questions or comments, please feel free to contact the Cottonwood Fire Department at 928} 634-2741 or email rcontreras@cottonwoodaz.gov
- **These comments are preliminary, and final determinations, comments and approvals will be provided upon review of the final sets of plans submitted. No Certificate of Occupancy will be signed or issued by the Fire Marshal until all Fire Department conditions and requirements are fully met.**

MASTER PHASE PLAN

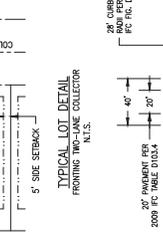
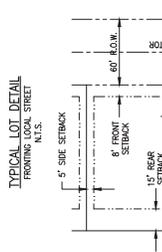
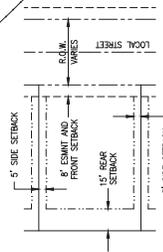
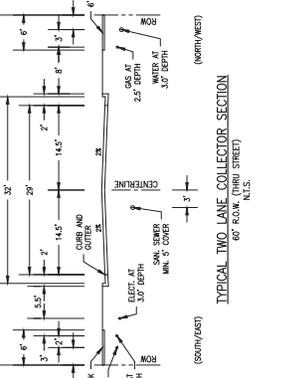
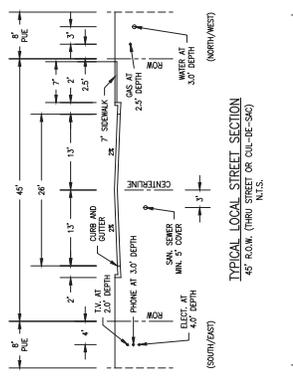
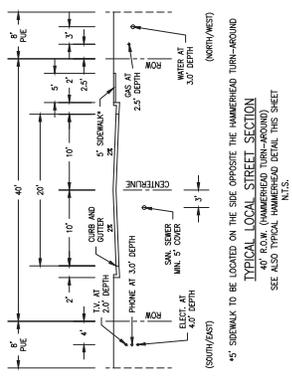
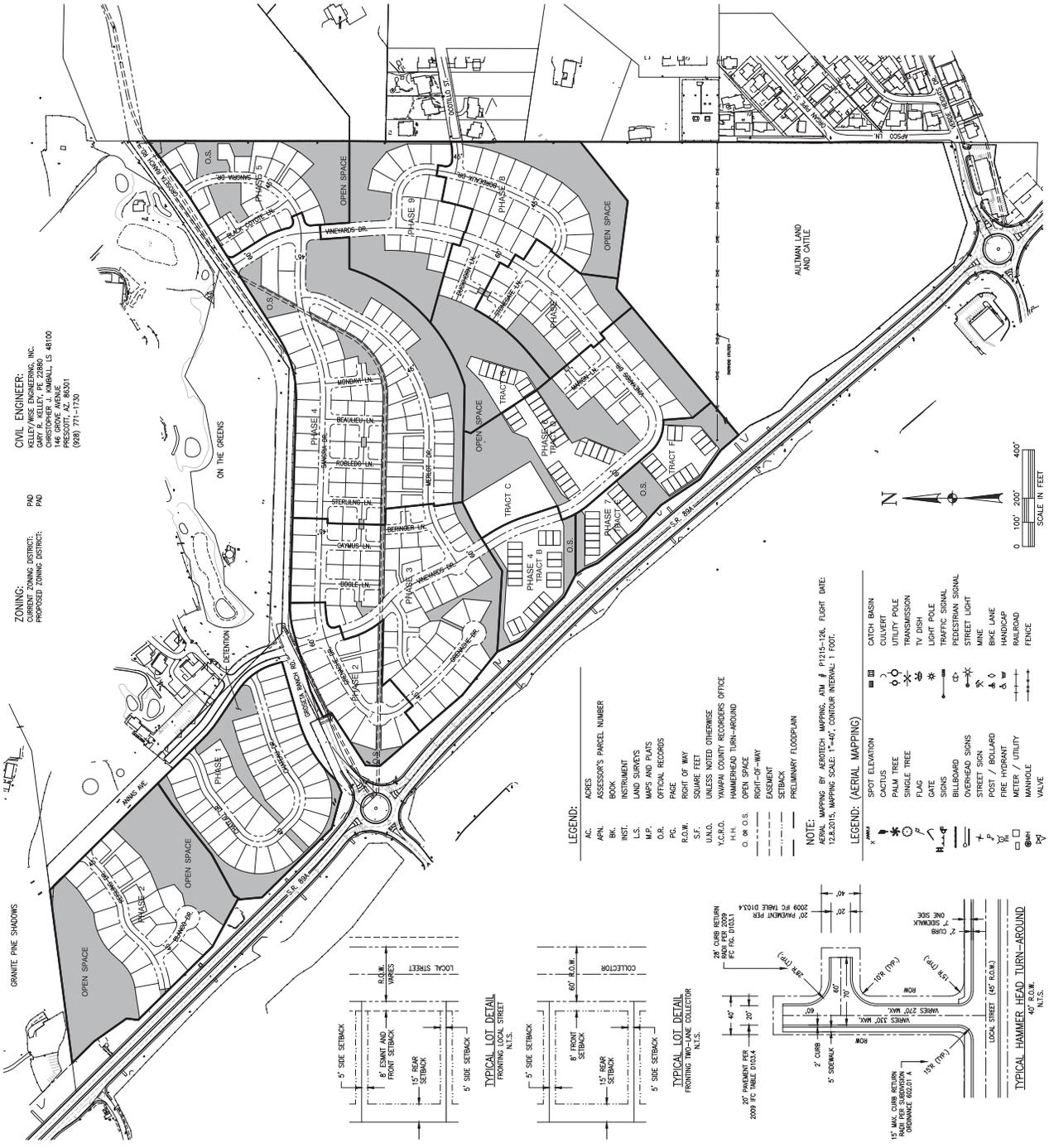
THE VINEYARDS AT COTTONWOOD
 APN: 406-23-036V, 036W, 174B, 174C
 AND 406-32-080P

DEVELOPER:
 GRANITE MOUNTAIN ASSET MANAGEMENT, LLC
 7765 WILLIAMSON VALLEY ROAD
 SUITE 100
 K1 KOSIN
 7765 WILLIAMSON VALLEY ROAD
 (817) 602-4545

OWNER:
 VINEYARDS AT COTTONWOOD, L.L.C.
 7765 WILLIAMSON VALLEY ROAD
 SUITE 100
 K1 KOSIN
 7765 WILLIAMSON VALLEY ROAD
 (817) 602-4545

CIVIL ENGINEERS:
 KELLEY / WISE ENGINEERING, INC.
 CHRISTOPHER J. WIDALL, LS 48100
 145 CREDE AVENUE
 PRESCOTT, AZ 86301
 (928) 771-1720

ZONING: PD
PROPOSED ZONING DISTRICT: PD
PROPOSED ZONING DISTRICT: PD



- LEGEND:**
- AC. ACRES
 - APN. ASSESSOR'S PARCEL NUMBER
 - BLK. BLOCK
 - LOT. LOT
 - SEC. SECTION
 - MAPS AND PLATS
 - D.B. OFFICIAL RECORDS
 - P.G. PAGE
 - R.O.W. RIGHT OF WAY
 - S.F. SQUARE FEET
 - U.N.O. UNLESS NOTED OTHERWISE
 - Y.C.R.O. YAVAPAI COUNTY RECORDERS OFFICE
 - H.H. HAMMERHEAD TURN-AROUND
 - O. OR O.S. OPEN SPACE
 - RIGHT-OF-WAY
 - SEWER
 - SEWER
 - PRELIMINARY FLOODPLAIN
- NOTE:** MAPS BY AERTECH MAPPING, ATM # 0016-106, FLIGHT DATE: 12.8.2015, MAPPING SCALE: 1"=40', CONTOUR INTERVAL: 1 FOOT.

- LEGEND: (AERIAL MAPPING)**
- CATCH BASIN
 - CULVERT
 - UTILITY POLE
 - TRANSMISSION
 - TV DISH
 - LIGHT POLE
 - TRAFFIC SIGNAL
 - PEDESTRIAN SIGNAL
 - STREET LIGHT
 - BIKEWAY
 - BIKE LANE
 - POST / BILLBOARD
 - FIRE HYDRANT
 - MANHOLE
 - METER / UTILITY
 - VALVE
 - FENCE

VINEYARDS AT COTTONWOOD
 MASTER PHASE PLAN

DRAWN	CHK	REVISED
GREEN	CSJ/NRW	
CHECK	GRK	
DATE	8.30.16	
JOB	15-078	
SHEET NO.	1 OF 1	

KELLEY / WISE ENGINEERING, INC.
 145 CREDE AVENUE
 PRESCOTT, ARIZONA 86301
 (928) 771-1720

EXP. DATE: 08/20/18

City of Cottonwood, Arizona
City Council Agenda Communication



 Print

Meeting Date:	November 1, 2016
Subject:	Possible award and approval of the contract for SOQ 2016- PW-07; Mingus Avenue Design: 8 th Street – Main Street.
Department:	Development Services
From:	Robert L. Winiecke, City Engineer

REQUESTED ACTION

Staff is requesting that Council review and award the contract for the Mingus Avenue Design: 8th Street – Main Street to Southwestern Environmental Consultants, Inc.

SUGGESTED MOTION

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

“I move to award the contract for the Mingus Avenue Design: 8th Street – Main Street, to Southwestern Environmental Consultants Inc.”

BACKGROUND

There are several improvements planned for Mingus Avenue from Willard to Main Street. This proposed roadway improvement project will complete the design for the reconstruction of the Mingus Avenue corridor. The proposed improvements include road reconstruction of a three-lane roadway, one eastbound travel lane, one two-way left-turn lane, one westbound travel lane and a five foot shoulder in each direction, suitable for bicycle use. In addition to the proposed roadway improvements will be new curb, gutter, sidewalks on both sides of the roadway and drainage improvements to the corridor between 8th and Main Streets. This contract has two supplemental provisions to include a drainage mitigation study for areas located south of Mingus Avenue and a traffic analysis for the intersection of Mingus Avenue and Main Street.

JUSTIFICATION/BENEFITS/ISSUES

Staff invited consultants to submit Statements of Qualifications on January 22nd, 2016 for professional services to design the Mingus Avenue, 8th Street to Main Street project. The intent of this solicitation was to enter into an agreement for professional services to design the second phase of the Mingus Avenue reconstruction project.

The solicitation was published in the newspaper in consecutive weeks and was posted on Public Purchase as well as the City website. Eight (8) completed SOQs were received by the deadline of February 29th, 2016.

The evaluation committee scored the Statements of Qualifications per the requirements outlined in the solicitation and chose to interview the top three (3) scoring consultants. Based upon a combination of the original SOQs and the interviews, staff ranked the proposers as per the solicitation requirements. The results were as follows:

1. Southwestern Environmental Consultants
2. Shephard Wesnitzer, Inc.
3. PSOMAS

Staff then entered contract negotiations with Southwestern Environmental Consultants and feels that the scope and fee, Not to Exceed \$190,508.00, included within the agreement is fair and reasonable for award.

The award of the contract for the Mingus Avenue Design, 8th Street to Main Street will allow City staff to proceed with the design phase of Mingus Avenue.

COST/FUNDING SOURCE

The Mingus Avenue Project is budgeted in the Public Works contractual services budget.

ATTACHMENTS:

Name:	Description:	Type:
 SEC_Agreement.pdf	Agreement	Backup Material

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF COTTONWOOD
AND
SOUTHWESTERN ENVIRONMENTAL CONSULTANTS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of October 4th, 2016, between the City of Cottonwood, an Arizona municipal corporation (the “City”), and Southwestern Environmental Consultants, Inc., a professional engineering firm (the “Consultant”).

RECITALS

- A. The City issued a Request for Qualifications, # 2016-PW-07, seeking statements of qualifications from professional engineering firms qualified to design the Mingus Avenue 8th-Main Street Project.
- B. The Consultant responded to the RFQ by submitting a Statement of Qualifications (the “SOQ”) attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for engineering services to design the Mingus Avenue from 8th Street to Main Street project (the “Services”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until completion of the project (the “Initial Term”), unless terminated as otherwise provided in this Agreement.
2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.
3. Compensation. The City shall pay Consultant an amount not to exceed One hundred ninety thousand, five hundred and eight dollars (\$190,508.00) for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit C.

and incorporated herein by reference.
4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.
6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the

Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant

from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as

evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than

\$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

12. Termination; Cancellation.

12.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon

termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its

obligations under this Agreement. The City shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Consultant hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

13.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether

oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the City. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

13.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Cottonwood
 816 N. Main Street
 Cottonwood, Arizona 86326
 Attn: Purchasing

If to Consultant: SOUTHWESTERN ENVIRONMENTAL CONSULTANTS, INC.
 1756 Villa Drive, Suite C-11
 Cottonwood, AZ 86326
 Attn: Joe Link

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the

Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

13.18 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, and the Consultant's SOQ, the documents shall govern in the order listed herein.

13.19 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

13.20 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF COTTONWOOD,
an Arizona municipal corporation

Diane Joens, City of Cottonwood Mayor

ATTEST:

Marianne Jimenez, City Clerk

Approved as to form:

Steve Horton, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF COTTONWOOD
AND
SOUTHWESTERN ENVIRONMENTAL CONSULTANTS, INC.

[Consultant's SOQ]

See following pages.



SOUTHWESTERN ENVIRONMENTAL CONSULTANTS, INC.

www.sec-landmgt.com

Sedona:
20 Stutz Bearcat Drive #6
Sedona, AZ 86336
928-282-7787

Cottonwood:
825 Cove Parkway
Cottonwood, AZ 86326
928-634-5889



2/29/2016

City of Cottonwood, Arizona
Mingus Avenue Design Services
10th Street to Main Street
2016-PW-07

Original



**SOUTHWESTERN
ENVIRONMENTAL
CONSULTANTS, INC.**

www.sec-landmgt.com
info@sec-landmgt.com

CORPORATE OFFICE:
20 STUTZ BEARCAT DRIVE #6
SEDONA, ARIZONA 86336
(928) 282-7787
Fax: 282-0731

BRANCH OFFICE:
825 COVE PARKWAY
COTTONWOOD, ARIZONA 86326
(928) 634-5889
Fax: 634-2222

February 29, 2016

Jeffery Cook
Administrative Services Department
City of Cottonwood
816 N. Main Street
Cottonwood, AZ 86326

**Re: Request for Qualifications, Mingus Avenue Design Services from 10th St. to Main St.
2016-PW-07**

Dear Mr. Cook,
Southwestern Environmental Consultants, Inc. (SEC) is pleased to present the attached Statement of Qualifications to the City of Cottonwood for Mingus Avenue Design Services. SEC is a multi-discipline full service engineering company offering engineering design services throughout Northern Arizona. SEC has been an integral member of the Verde Valley since 1974 and we have a vested interest in the success of our surrounding communities.

SEC'S vision is focused on being an innovative, problem solving company that brings our clients' ideas to reality while being conscious stewards of the environment.

SEC has been providing Civil Engineering, Land Surveying and Land Planning Services in Northern Arizona for over 40 years. These activities are supported by our GIS mapping and CAD/3D Modeling experts. SEC has the staffing, experience, expertise and more importantly the proven track record to team up with the City for a successful project.

SEC plans to bring in Engineering & Testing Consultants, Inc. (ETC) for geotechnical services. ETC was founded in Prescott in 1981 and has provided professional geotechnical engineering and construction support services throughout Yavapai County and Northern Arizona. Between SEC & ETC, we will bring over 73 years of local knowledge, reputation, and trust to the City of Cottonwood.

We are highly qualified for all aspects of the tasks as you will see outlined in the Request for Qualifications. SEC has completed over 6,000 resource consulting, engineering, surveying and project management assignments throughout the United States. We have successfully completed a wide variety of projects with federal, county, municipal, tribal and private interests in 22 states on more than 65,000,000 acres. Our team members are highly qualified for all aspects of this

"Growth is inevitable... it's planning that makes the difference."



**SOUTHWESTERN
ENVIRONMENTAL
CONSULTANTS, INC.**

www.sec-landmgt.com
info@sec-landmgt.com

CORPORATE OFFICE:
20 STUTZ BEARCAT DRIVE #6
SEDONA, ARIZONA 86336
(928) 282-7787
Fax: 282-0731

BRANCH OFFICE:
825 COVE PARKWAY
COTTONWOOD, ARIZONA 86326
(928) 634-5889
Fax: 634-2222

project including the design of paved roadways, curbs and gutters, grading, drainage, public outreach and post design services. Our experience also includes land planning, structural engineering, utility design, flood studies, SWPPP, sewer collection systems, sewer treatment systems, water distribution systems, water treatment systems, cost estimating, project planning, quality control, as-built certification, and project management.

SEC is the on-call engineering firm for the City of Sedona, Town of Clarkdale and Town of Camp Verde. We are often contacted by the City of Cottonwood for engineering and surveying assignments. SEC has completed hundreds of successful submittals for various municipalities and government entities including FEMA, ADEQ, USACE, ADWR, U.S.F.S., and U.S. Fish and Wildlife Service. SEC's success is based on building relationships and a team based dynamic culture we bring to each and every project. As a local business, we are well aware of the conditions and the constraints of the area and we believe this knowledge will be a great benefit for a successful completion of this project.

We are pleased to be of consideration and we look forward to the opportunity to assist the City on this project.

Sincerely,

G. Krishan Ginige, P.E, MS (Env/Civil Eng.), CFM
President
928-634-5889, krishan@sec-landmgt.com

"Growth is inevitable... it's planning that makes the difference."

5.5.1 INTRODUCTION TO THE DESIGN TEAM (APPLICANT)

Prime Consultant- Southwestern Environmental Consultants, Inc. (SEC)

Firms Registration No. 11090

SEC is a multi-discipline full service engineering company offering engineering design services throughout Northern Arizona. SEC has been an integral member of the Verde Valley since 1974.

Our experience includes land planning, civil engineering, surveying, structural engineering, road design, utility design, flood studies, drainage studies, SWPPP, sewer collection systems, sewer treatment systems, water distribution systems, water treatment systems, cost estimating, project planning, quality control, as-built certification and project management



825 Cove Parkway
Cottonwood, AZ
(928) 634-5889



417 N. Arizona Ave
Prescott, AZ
(928) 443-3216



20 Stutz Bearcat Drive #6
Sedona, AZ
(928) 282-7787

Sub Consultant-Engineering & Testing Consultants, Inc. (ETC)

Firms Registration No. 10241

ETC was founded in Prescott in 1981 and has provided professional engineering, planning, and construction support services to various public agencies and the private sector throughout central and northern Arizona.

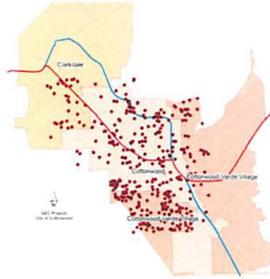
5.5.2 NAMES/LICENSES OF THE TEAM MEMBERS PROPOSED FOR THE PROJECT

Below is a list of key personal proposed for this project along with their qualifications, project assignment and relevant experience. Please refer the organization chart (page 17) and attached resumes for additional information.

- Krishan Ginige, MS, CFM, PE (49109) - Senior Project Manager, 20 year's experience
- Mark Farr, RLS (40829) – Surveying, 30 year's experience
- Bill Kantor, BS, PE (10217)- Road Design, 40 plus year's experience
- Mike Wilson, BS, PE (37900) - Geotechnical Engineering, 19 year's experience
- Steve Biasini, BS, Land Arch (14147) – QA/QC, 42 years' experience
- Thushari Ginige, MS, CFM, EIT (11367) – Drainage/Utility Design, 12 year's experience
- Bruce Connolly, BS, EIT (11970) - Road Design, 6 year's experience
- Jake Mickle, BS, EIT (11611) – Drainage/Utility Design, 6 year's experience

- Neil Johnson, BS – CADD Design, 30 year’s experience
- Brian Sorrells – CADD Design, 11 year’s experience
- Neil Wilson – CADD Design, 28 year’s experience
- Eric Burke – Survey, 12 year’s experience
- Brian Aldrich – CADD Design, 15 year’s experience
- Cheri Marx – Public Outreach, 5 year’s experience
- Jamee Reddell – Public Outreach, 12 years’s experience

5.5.3 EXPERIENCE AND LOCAL KNOWLEDGE



As a local business, SEC is well aware of the local conditions and needs of its residents. Within the past 42 years we have completed over 500 hundred projects within the City of Cottonwood which include 22 projects for the City of Cottonwood within the last 5 years. Below is a partial summary of SEC’s involvement in similar projects in the area.

12TH STREET IMPROVEMENTS - COTTONWOOD, ARIZONA

The Twelfth Street Improvements, located within the City of Cottonwood, a CDBG Grant project, required a redesign of 12th Street from Mingus Avenue south to Birch Street. The project encompassed approximately 2,000 linear feet of the road. The project incorporated drainage and street design requirements while maintaining appropriate consideration of the existing surrounding neighbors and conditions. The design and construction were required to be completed on an accelerated time frame in order to meet the Grant deadline. SEC took on this project as an opportunity to enhance



12th Street before construction.

internal project management in addition to the engineering design and community involvement requirements. SEC’s surveying department conducted a survey of the existing and proposed alignment. Work included Aerial Topography and High Resolution Color Ortho, Paneling for Flight, Ground Control and Detail Survey, Research for adjoining Boundary



12th Street after construction.

parcels and Right-of-Way, Establish Individual Parcels and Right-of-Way within the development. The project also included finalizing right-of-way conditions, roadway design, new sidewalks, matching existing streets at intersections, utilities and improvement to drainage conditions. Incorporating public and City input as well as coordinating with the local fire department and postal service were all crucial components of the



12th Street during construction

project. Public outreach and stakeholder coordination also contributed to the success of this project.

PROJECT CONTACT

Morgan Scott, Development Services Director
City of Cottonwood
1490 Mingus Avenue, Cottonwood AZ 86326
928-634-8033

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, P.E., Project Manager; Mark Farr, RLS; Thushari Ginige, E.I.T.; Neil Wilson, CADD Designer; Eric Burke, Survey; Brian Sorrells, CADD Design

THE CROSSROADS AT MINGUS (AKA THE HIGHLANDS DEVELOPMENT) - CLARKDALE, ARIZONA

Crossroads at Mingus is a 106 acre commercial and residential project. SEC was originally hired in the early stages of construction to revise a previously prepared hydraulic design. Under intense pressure not to halt construction, SEC conducted a complete hydraulic reevaluation and then designed drainage features and structures around the existing or under construction road system.

During the reevaluation, it was discovered the development heavily impacted a major wash (5,368cfs) the Corps of Engineers considered Jurisdictional Waters of the U.S. SEC designed a 1,500 ft. length channel which mitigated flooding for the project. SEC prepared the Corps of Engineers 404 and 401 permit applications, negotiated with the COE and led the effort to prepare Biological and Archeological studies to develop mitigation and revegetation plans for the impacted areas. The development was temporarily interrupted by the recession of the late 2,000's; the work was halted on the wash in mid-construction and the COE's permit expired. Due to SEC's pertinent documentation, the COE waived all fines against the development and issued a new permit. The job has been subsequently completed and accepted by the Corps of Engineer, Yavapai County and FEMA.

Under SEC design, surveying and construction management supervision, the project has over 19,000 linear feet of roads including a commercial collector and residential roads. The road design consists of intersection design within steep grades, sidewalks, access to residential lots, entrances to public parks, pedestrian circulation between trails and sidewalk, public transport accommodations (bus stops), roundabouts and drainage mitigation.

Due to the magnitude of the project, SEC had to coordinate with many different agencies. Coordination and outreach to all stake holders was a key element of success of the project. The project is successfully constructed and accepted by the Town of Clarkdale.



PROJECT CONTACT

John Tobias
PTM Enterprises, LLC
Clarkdale, AZ 86324
928-284-2663

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, P.E., Project Manager; Mark Farr, RLS; Thushari Ginige, E.I.T.; Neil Wilson, CADD Designer; Eric Burke, Survey; Brian Sorrells, CADD Design; Mike Wilson, P.E, Steve Biasini

OLD JEROME HIGHWAY (OJH) RECONSTRUCTION - CLARKDALE, ARIZONA

OJH was a unique project which combined geological, drainage and grading challenges. The road was experiencing spider cracks and differential settlements. The road had to be resurfaced numerous times. Within the geotechnical investigation, it was discovered that the subbase was poor in some areas while there was expansive soil in other areas. The existing overland flow crossed the street and brought significant amount of sediment after rain events. The design required coordination with existing utilities. SEC was able to develop a design which addresses all concerns. SEC also interacted with the neighbors and addressed their concerns in a periodic manner.

PROJECT CONTACT

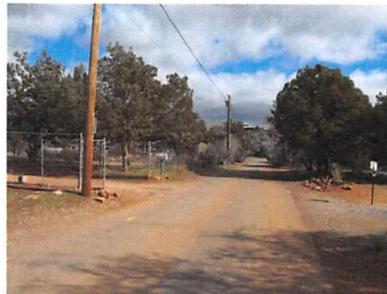
Wayne Debrosky
Town of Clarkdale
P.O. Box 308, Clarkdale AZ 86324
928-639-2550

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, President, P.E., Project Manager; Mark Farr, RLS; Mike Wilson, P.E; Neil Wilson, CADD Designer; Eric Burke, Survey; Brian Sorrells, CADD Design

GRASSHOPPER LANE – DRAINAGE AND ROAD IMPROVEMENT – SEDONA, ARIZONA

SEC and JE Fuller evaluated the drainage mitigation options for the Coffee Pot Basin. As a part of the project, SEC is redesigning approximately 1,200 LFT of road along Grasshopper Lane in the North-South and East-West direction. The project consisted of survey, boundary/ROW research, utility relocation, temporary and permanent easement generation and public outreach. The design is completed and scheduled for construction in 2017. SEC has been retained as a construction manager for the project.



PROJECT CONTACT

Andy Dickey
Assistant Community Development Director/City Engineer
City of Sedona
102 Roadrunner Drive, Sedona AZ 86336

928-203-5039

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, P.E., Project Manager; Mark Farr, RLS; Thushari Ginige, E.I.T.; Bruce Connolly, E.I.T.; Neil Wilson, CADD Designer; Eric Burke, Survey; Brian Sorrells, CADD Design

MESCAL/SR 89A INTERSECTION - CLARKDALE, ARIZONA

SEC was selected by the Town of Clarkdale to develop an intersection at SR 89A. SEC conducted the necessary surveying and traffic studies to develop the intersection design acceptable to both the Town of Clarkdale and ADOT. The existing orientation of the drainage on 89A across the future intersection presented a unique challenge to our design team. SEC was also in charge of utility coordination for this project. After the intersection design was complete, SEC was hired by the Town for post design services. The project is now completed to the satisfaction of all parties and is open for public use.

PROJECT CONTACT

Wayne Debrosky
Town of Clarkdale
P.O. Box 308, Clarkdale AZ 86324
928-639-2550

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, President, P.E., Project Manager; Mark Farr, RLS; Neil Wilson, CADD Designer; Eric Burke, Survey; Brian Sorrells, CADD Design

NAVOTI/CALLE DEL SOL INTERSECTION - SEDONA, ARIZONA

SEC was contracted by the City of Sedona to develop an intersection at Navoti and Calle Del Sol. The project consisted of intersection geometric design, utility evaluation, drainage evaluation and mitigation. This intersection took into consideration vehicle turning movement and dimensions, vertical constraints, ROW constraints and pedestrian crossing locations and volumes. Due to the proximity to 89A, coordination was required with ADOT. The intersection was developed close to an active subdivision. SEC coordinated public outreach and received public input that was considered in the final design. SEC was involved in the pre-bid and construction management services. The project is successfully completed and open for public use.



PROJECT CONTACT

Andy Dickey
Assistant Community Development Director/City Engineer
City of Sedona
102 Roadrunner Drive, Sedona AZ 86336
928-203-5039

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, President, P.E., Project Manager; Mark Farr, RLS; Bruce Connolly, EIT, Road Design; Neil Wilson, CADD Designer; Eric Burke, Survey; Neil Johnson, CADD Design

LITTLE ELF DRIVE – DRAINAGE AND ROAD IMPROVEMENT- SEDONA, ARIZONA

SEC and JE Fuller evaluated the drainage mitigation options for Coffee Pot Basin. As a part of the project, SEC is re-designing approximately 1,100 LFT of road along Little Elf Dr. The project consisted of survey, boundary/ROW research, utility relocation, temporary and permanent easement generation and public outreach. Existing driveways and the narrow ROW width and existing utility coordination were the major challenges of the project. Public outreach and stakeholder coordination was a critical part of the project. The design is successfully completed.

PROJECT CONTACT

Andy Dickey
Assistant Community Development Director/City Engineer
City of Sedona
102 Roadrunner Drive, Sedona AZ 86336
928-203-5039

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, P.E., Project Manager; Mark Farr, RLS; Thushari Ginige, E.I.T.; Bruce Connolly, E.I.T.; Neil Wilson, CADD Designer; Eric Burke, Survey; Brian Sorrells, CADD Design

CAMP NAVAJO - BELLEMONT, ARIZONA

SEC is the Civil Engineer for the design of new or modified interfaces between Camp Navajo facilities and support equipment and new or modified interfaces between different models of support equipment for demonstration of missile motor storage at Camp Navajo. SEC is responsible for design, contract development, bidding process, inspection and project management for this project. This project also requires SEC employees to have a security and background clearance.



SEC is working with Camp Navajo, the US Navy, Lockheed-Martin, and ATK Launch Systems to develop interface for systems. Value engineering is a key component of this project and has to date reduced the construction costs by over \$100,000.00 and saved the manufacturing of special equipment. SEC is in the process of engineering a road design, docking system and storage igloo that will aid in the transport of missile motors. SEC will also be evaluating and designing structural changes to an existing 1942 igloo. Scope of work included geotechnical investigation, drainage mitigation, road improvement, utility upgrade & relocation matching existing igloos for access.



This project has a very critical schedule and completion date set by the Navy. SEC developed a project schedule to ensure all parties met important milestones. The success for this project will ideally bring additional job opportunities to Northern Arizona and revenue to the State. SEC has successfully completed phase 1 of the igloo modification. Project performance was a key factor for SEC to obtain the

next phase of the project. SEC has completed design of addition 8 magazines meeting all design constraints and a challenging schedule. These magazines will be under construction in March, 2016 and SEC has been retained as the project manager for the construction phase.

PROJECT CONTACT

Pete Cullum
Camp Navajo Facility Engineering
1 Hughes Avenue, Bellemont AZ 86015
928-773-3322

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, President, P.E., Project Manager; Mark Farr, RLS; Bruce Connolly, EIT, Road Design; Neil Wilson, CADD Designer; Eric Burke, Survey; Brian Sorrells, CADD Design; Bill Kantor, P.E.

SUNSHINE LANE- SEDONA, ARIZONA

Sunshine Lane, located in an older neighborhood within the City of Sedona was in need of drainage and road improvements. SEC provided surveying, engineering and post construction services for the project. Pavement evaluation, existing driveways, channel/slope stabilization, drainage improvements and stakeholder coordination were critical components of the project.

PROJECT CONTACT

Andy Dickey, City of Sedona (928.203.5039)
102 Roadrunner Drive, Sedona AZ 86336

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, P.E., Project Manager; Mark Farr, RLS; Thushari Ginige, E.I.T.; Neil Wilson, CADD Designer; Eric Burke, Survey

JORDAN ROAD SIDEWALK IMPROVEMENTS- SEDONA, ARIZONA

This project included work on the historical trail and road in Uptown Sedona. This road needs to support local and tourist traffic on the minor collector classification. The project revised the street section to include the drainage in the area and the addition of a sidewalk, curb and gutter. This included defining the current drainage capacity.



PROJECT CONTACT

Andy Dickey, City of Sedona (928.203.5039)
102 Roadrunner Drive, Sedona AZ 86336

KEY PERSONNEL FOR THIS PROJECT:

Mark Farr, RLS; Neil Johnson, Project Manager; Neil Wilson, CADD Designer; Eric Burke, Survey

STANLEY STEAMER PROJECT DRAINAGE AND ROAD IMPROVEMENT- SEDONA, ARIZONA

SEC provided engineering and surveying and structural engineering for a drainage and box culvert system design on Stanley Steamer Drive for the City of Sedona. This project included road design, utility relocation, public outreach, topographies, drainage easements, public outreach, post construction services and progress meetings with City staff.



PROJECT CONTACT

Andy Dickey, City of Sedona (928.203.5039)
102 Roadrunner Drive, Sedona AZ 86336

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, P.E., Project Manager; Mark Farr, RLS; Thushari Ginige, E.I.T.; Neil Wilson, CADD Designer; Eric Burke, Survey

HARMONY-WINDSONG DRAINAGE AND ROAD IMPROVEMENT- SEDONA, ARIZONA

The Harmony-Windsong area was identified by the City of Sedona Storm Water Master Plan for the current Capital Improvement Plan that listed drainage improvements to be implemented. Phase II of the improvements was to evaluate, recommend and design a drainage facility that better carries the water across SR 89A at the existing Reinforced Concrete Box Culvert that crosses SR 89A.



PROJECT CONTACT

Andy Dickey, City of Sedona (928.203.5039)
102 Roadrunner Drive, Sedona AZ 86336

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, P.E., Project Manager; Mark Farr, RLS; Thushari Ginige, E.I.T.; Neil Wilson, CADD Designer; Eric Burke, Survey

5.5.4 TEAM MEMBERS/RESUME

KRISHAN GINIGE, PRESIDENT, MS, CFM, P.E., # 49109,

Mr. Ginige is the senior engineer at SEC and will be responsible for engineering oversight on all aspects of the project. Mr. Ginige has a master's degree in Civil Engineering from the University of Nebraska and brings 20 years of experience to SEC. His experience includes roadway design and construction, the construction of water and waste water treatment plants, water distribution systems with large storage capacity, sewer system design and construction, power stations, high-rise buildings, large warehouses, hospitals, subdivision development and utility design, flood studies and drainage analysis, permitting, interaction with public and various governmental agencies such as WIFA, Army Corps of Engineers, ADEQ, ADOT, etc. To this, he adds his experience in planning, scheduling, progress monitoring, estimating, quality and safety control and team coordination. His skill at building successful work relationships with clients and staff as well as his software proficiency including AutoCAD, FLO-2D, HEC-HMS, HEC-RAS, Hydraflow-Storm Sewer, Hydraflow-Express along with various other office management programs has been a huge asset to the SEC team. He has served as project manager for numerous projects at SEC, being responsible for overseeing the design and development of the drainage reports, water distribution systems, and as-built plans and certification, grading and road plans, 404 wash channelization and underground detentions.



MARK J. FARR, R.L.S. #40829

Mr. Farr's experience includes large developments from their initial stages to the final construction surveys including as-built drawings. He has worked with governmental agencies at the municipal, county and state levels. As a Registered Land Surveyor, Mr. Farr has over 30 years of field and office experience including large developments from their initial stages to the final construction surveys and as-built drawings. His background includes cadastral and boundary surveying, construction surveying, as-built documentation, sectional breakdowns, subdivision lot surveys, minor land divisions, associated legal descriptions and results of survey plats. In addition, Mark has been involved in the supervision and management of survey crews, proposal preparation and contract administration.



BILL KANTOR, STRUCTURAL ENGINEER P.E.-#10217

Mr. Kantor has over 42 years of experience in a broad range of civil and structural engineering for both public agencies and private consultants. Over the last 11 years, he has been associated with SEC assignments in Flagstaff and the Verde Valley involving the design of highway and roadway drainage structures; 40+ private residence floodway foundation designs; retaining wall designs (concrete, masonry, MSE and others); structural design for commercial, residential and industrial buildings. Bill began his career with ADOT, working on assignments consisting of interstate highway, bridge and drainage design. After ADOT, Bill spent 18



years as project engineer and senior project manager with a civil design firm, managing and designing municipal, county, and DOT projects including county and urban streets, storm drains, water, sewer and irrigation, bridges and other civil structures throughout Arizona. Over the last 13 years, Bill has been practicing in Phoenix, the Verde Valley and Flagstaff with an emphasis in structural design for residential, commercial, institutional and industrial buildings and bridge consulting. Over the last four decades, Bill has provided design and construction administration for several Native American projects including housing, schools and medical centers. These projects were done in Needles, CA, Inscription House and Many Farms, AZ and for the San Carlos Apache Housing Authority. In addition to the design of new buildings, Bill also provides designs for the remodel of residential, commercial and historic buildings. Unusual conditions including retrofit of roof framing, second story additions and foundation strengthening are areas of practice which he enjoys solving. He also specializes in civil structures including retaining walls of all types, bridges, drainage structures, i.e. box culverts, headwall-wing walls and buried vaults.

MICHAEL WILSON, ETC GEOTECHNICAL ENGINEERING PE, #37900

Mr. Wilson will serve as the Project Manager. Mr. Wilson's primary responsibilities are with geotechnical engineering projects. Engineering activities include geotechnical evaluations such as subsurface soil explorations, foundation design, slope stability evaluations, soil surveys for flexible and rigid pavement thickness design. He is also proficient in field and laboratory testing of soils, Portland cement concrete, and asphaltic concrete.

THUSHARI GINIGE, MS, E.I.T. #11367

Ms. Ginige received her master's degree in Civil Engineering and brings over twelve years of highly motivated and creative engineering experience to the SEC team. Her experience in hydraulic modeling and design along with her ability to work with specification and regulatory requirements produces the high quality engineering work Ms. Ginige is known for. At SEC, Ms. Ginige is responsible for flood and drainage studies, water system design, sewer design, grading plans, utility plans, as-built plans, site inspections, scheduling and billing. Thushari has been involved in the Mescal Gulch Wash Floodplain Delineation Study, Town of Clarkdale Wastewater Treatment Plant Design and Cornville Drainage Analysis.



BRUCE CONNOLLY, CIVIL ENGINEER E.I.T. #11970

Mr. Connolly graduated with a degree in Civil Engineering from Northern Arizona University where he focused on water resources, traffic engineering, and structural engineering. Bruce has previously owned an HVAC and Solar business where he gained experience with construction management and energy efficient home design. Bruce currently uses HEC-HMS, HEC-RAS, and Hydraflow software for watershed and urban drainage modeling.



NEIL JOHNSON, PROJECT LIAISON/DESIGN SPECIALIST

Mr. Johnson graduated from Northern Arizona University with a BS in Forest Management. Neil has over thirty years of multidisciplinary experience with SEC making him uniquely qualified to design, manage, review and evaluate projects of varying types and sizes. His diverse background in hands-on natural resource and project management, subdivision planning and infrastructure design give him a perspective on the planning and design process that allows projects to flow efficiently. As a Project Liaison/Manager, he has been responsible for the planning and permitting of numerous residential subdivisions and commercial buildings in the Verde Valley. These projects required extensive interaction with both clients and various regulatory agencies to ensure compliance with existing regulations and laws and to ensure that the projects remained financially viable. The design process required working closely with engineers, architects and owners to ensure that the end result met the needs and requirements of all. Once the design was completed and approved, many Clients retained SEC to manage and certify the construction. For projects on which Neil is not the lead designer, he utilizes his knowledge of project development and permitting to serve as Quality Control reviewer of all SEC engineering projects. He also reviews projects for value and cost savings as well as constructability and permitting.



STEVE BIASINI, PLANNER/LANDSCAPE ARCHITECT #14147

Mr. Biasini earned a master's degree in landscape architecture in 1974. His work experience includes construction management and supervision, teaching and private consulting. He has been providing landscape architecture and project management services in the Verde Valley since 1978. Among his many notable projects in the surrounding communities are the Wal-Mart shopping center, the Verde Valley Guidance Center, Cottonwood Ranch residential development and The Crossroads at Mingus subdivision.

NEIL WILSON, CADD/GIS TECHNICIAN

Mr. Wilson graduated from UC Berkeley where he studied Mechanical Engineering and Computer Science. Neil has over 28 years of drafting related experience combined with on-the-ground survey knowledge. Neil has extensive knowledge of a wide variety of computer software for office management, engineering and land surveying, GIS mapping and is continually upgrading his drafting and mapping skills to take advantage of the latest technology.



BRIAN ALDRICH, DESIGNER

Mr. Aldrich has a Bachelor's of Applied Science degree in CAD Technology. His work experience includes civil engineering and surveying work such as site grading and drainage plans, utility plans and all types of survey drawings. He also has experience in architectural, mechanical, technical and electrical drafting and is quite knowledgeable about local building and development codes.



ERIC BURKE, SURVEY TECHNICIAN AND CADD DRAFTSPERSON

Mr. Burke has experience working in the field as well as in office. In the field he has worked on numerous Boundary Surveys, ALTA / ASCM Surveys and Topographic Surveys, along with work on Floodplain Studies, Construction Layout/As-Built and PLSS Sectional Breakdowns. He is also versed in the setting of ground control and data file management for Aerial Surveys. His office experience includes drafting Results of Survey Plats, Minor Land Division Maps, Results of Topographic Surveys Maps, ALTA / ASCM Survey Maps and Utility As-built Maps. His office experience also includes the research and understanding of recorded documents as they apply to ALTA / ASCM and Boundary Surveys. Eric is familiar with various surveying instruments including GPS and robotic total stations. He has also completed courses in Trimble Real-Time Kinematic Surveying and Course 1 of Advanced Studies in the USPLSS. Eric is currently working on the L.S.I.T test.



BRIAN SORRELLS, SURVEYOR/FORESTRY TECHNICIAN

Mr. Sorrells will serve as a CAD Technician and Right-Of-Way Specialist. He has a Bachelor's of Science Degree in Geography from Northern Arizona University. He has worked for SEC the past 11 years as a surveyor and drafting technician. His office experience includes drafting Results of Survey Plats, Minor Land Divisions Maps, Results of Topographic Surveys Maps, ALTA/ASCM Survey Maps and Utility As-built Maps. His office experience also includes the research and understanding of recorded documents as they apply to ALTA/ASCM and Boundary Surveys.



5.5.5.1 APPLICANT'S ASSURANCE THAT THIS ENGAGEMENT WILL NOT RESULT IN CONFLICT OF INTEREST.

The project team complies with the above requirement. This engagement will not result in conflict of interest.

5.5.5.2 APPLICANT'S CAPACITY AND INTENT TO PROCEED WITHOUT DELAY IF SELECTED FOR THIS WORK.

The project team is available to immediately begin work on this contract. The team will monitor and assess the capacity of our technical staff. This resource management process enables us to match project requirements to available staff, identifying areas of needed team augmentation as well as areas where additional professional service opportunities may be required to address critical deadlines.

The project team (see organization chart) consists of a project manager and technically sophisticated professionals who can be available at a moments notice. The concept of meeting workload requests applies not only to the quantity of our personnel but also to the quality. For all of the technical areas anticipated for this project, we offer individuals with specialized expertise who are available to complete complex scope requirements within a compressed time frame.

The project team organization is a functional structure designed to facilitate rapid decision making and clear lines of communication, authority, responsibility and accountability. We have assembled your project team to include members who performed successfully on the previous similar projects in Cottonwood and Yavapai County. These professionals have well-established communication and coordination skills from working together on many past projects.

We have the right team with the right expertise to hit the ground running on this project.

5.5.5.3 SEC'S PHILOSOPHY, APPROACH AND MANAGEMENT OF THE PROJECT

DESIGN CONCEPT & APPROACH

SEC is aware of most of the challenges in this project as we have already experienced and mitigated similar conditions in the development of 12th street improvements between Mingus Ave. and Birch St. SEC will collect all available data through the City database, published data, surrounding projects and SEC in house database. Preliminary data collection will include but not limited to; topographic, utility, drainage, traffic and existing features. Based on our understanding,



following are some of the conditions that will need to be reviewed and addressed, as needed.

Pavement- The pavement has significant cracks. A geotechnical evaluation will be conducted to determine the existing conditions and possible recommendations for new pavement. Available data from current project within the area will be used where possible to minimize cost.



Drainage – Mingus Avenue between 10th Street and Main Street has a grade break close to 11th Street dividing the drainage flow along the street IN an East West direction. The underground drainage system between 11th street and Railroad wash would need to be evaluated for capacity. The flow along Mingus Avenue toward the east is mainly carried through a ditch and pipe system. Due to the natural grade in an South to North direction, the drainage contribution on the drainage configuration system along Mingus Avenue will be required to be reviewed and upgraded.

Sidewalks & existing concrete – There exist sidewalk along the north side of the road. South sidewalk is limited to a very small area close to 11th Street. One of the expected tasks is to evaluate the existing sidewalks and driveways for structural integrity and durability. Verification of compliance with the latest regulations would be a key component.

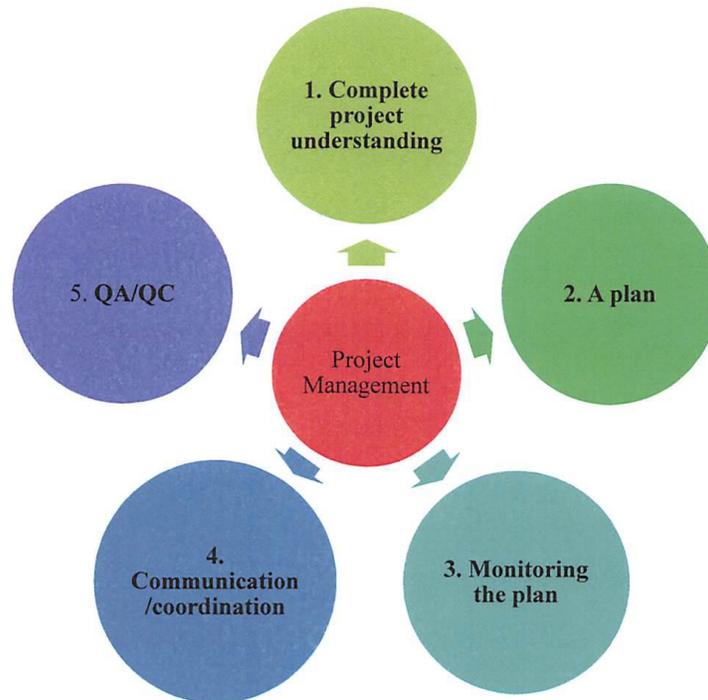
Existing driveways and intersections will be another design consideration. When working in existing neighborhoods, minimum impacts due to the road development will be an important consideration.

Based on the available information, SEC will develop a **design parameter matrix**. This matrix will account design constraints such as existing driveways, existing mail boxes, utilities and sidewalk. It will also include improvement parameters such as new pavement, curb/gutter, sidewalk, bicycle lanes, drainage improvements, etc. The design parameter matrix will help and guide design process and keep a light on all important parameters. SEC will develop 30%, 60%, 90% and final plans along with supporting construction documents which will meet or exceed the regulatory requirements

Stake holder participation –. SEC understands that one of the critical aspects of a successful project is the stake holder's participation and co-ordination. SEC will assign individuals who would be leading the public outreach process. SEC will initiate meetings, share information and incorporate feedback as appropriate to the design process.

MANAGEMENT

Our team understands that when working on a public works project, time is of the essence with the knowledge that quality, constructability and value engineering approaches are critical components. We also understand that working in established neighborhoods will create a unique set of construction challenges.

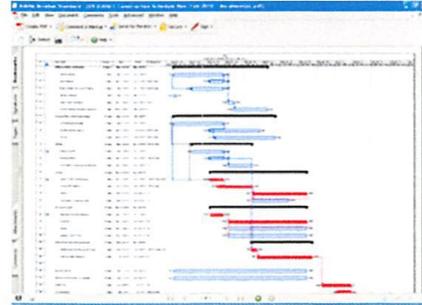


Project Management

Key project elements:

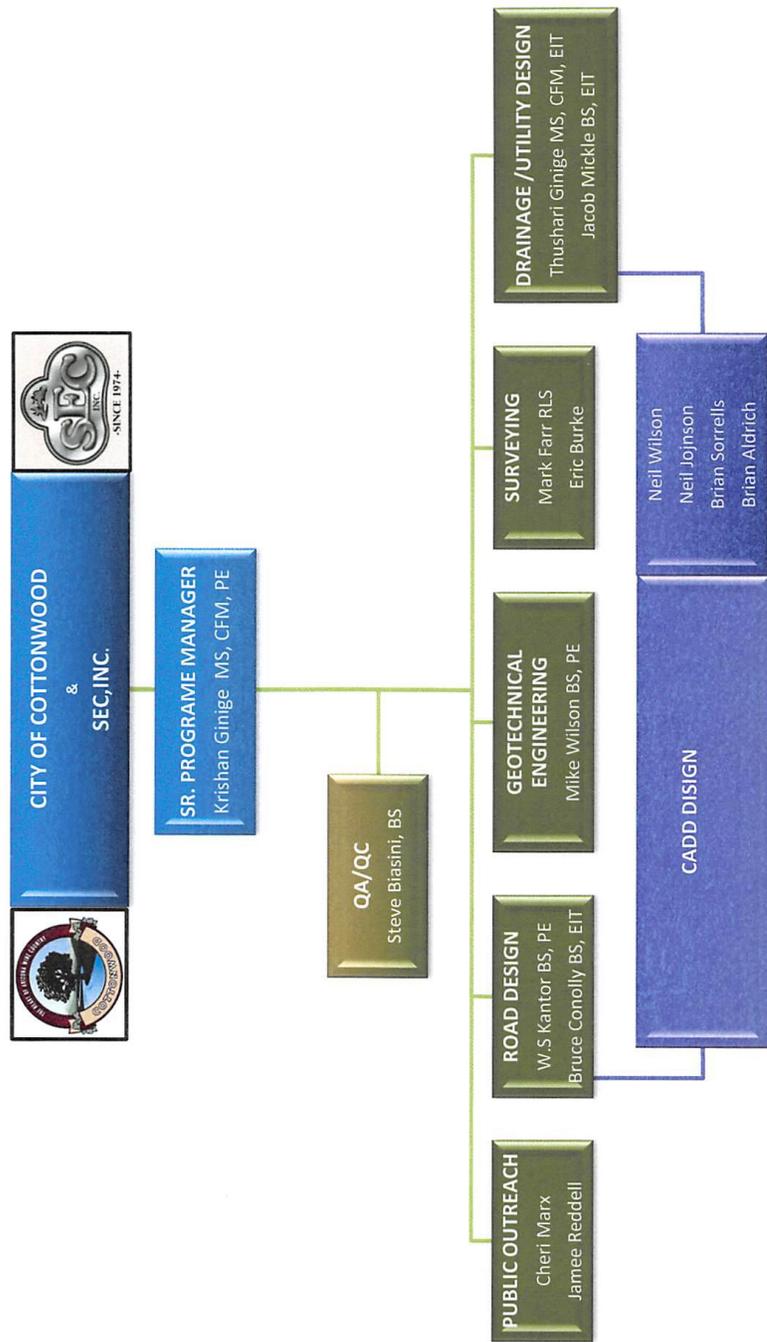
1. **Complete project understanding.** To provide a budget that represents the project's level of complexity and detail, we will meet with you to understand objectives and final expectations.
2. **A Plan.** Our team's project manager, Krishan Ginige, will develop a project control plan (PCP) that provides a road map for where we start, where we want to end and how we will get there.
3. **Monitoring the plan.** The PCP contains a detailed schedule and budget. We will provide the City project schedule updates at appropriate intervals, noting any issues that could alter the schedule or require City decisions. Our accounting system allows for weekly cost updating so that our managers can review current financial status in order to identify and resolve potential budget concerns as they occur.
4. **Communication/coordination.** Effective communication/coordination ensures mutual understanding, minimizes reviews/errors, enhances quality and maximizes our ability to complete projects with strict constraints.
5. **QA/QC.** Each team member is committed to continuous quality improvement and all employee performance reviews contain a section on QA/QC adherence. Every PCP includes a tailored QC plan.

We believe the key to any successful project is **planning**. SEC uses **macro & micro** project tracking methods to develop the key elements of the project. Key milestones will be established for each phase/critical item and the schedule will be monitored by the team on a weekly basis. The tasks & targets will be refined as the project progresses creating a schedule that is both dynamic and serves as a key decision making tool. SEC has put together a team for this project that is experienced with a total of 288 combined years by the key members and has a proven track record with each other for over 10 years. See organization chart (page 17). The group dynamic of "input based approach" will lead to value engineering and productivity. Input based approach is not a catch phrase but a concept which has been tested and practiced on a day to day basis. At SEC, open communication is both encouraged and required. All members of the team are encouraged to bring their ideas to the table. This open communication becomes a vital component to identify challenges and constraints. SEC weekly project meetings are used as a platform for the "team based" design approach. SEC's approach is built with a mechanism of task responsibility and "path for escalation", when needed. The organization chart will clearly identify the major responsibilities. As the schedule is developed, each major task will be assigned to a responsible person, who will be accountable for efficiency, effectiveness and timely completion of the assignment. SEC will communicate with the City Project Manager on a continuing basis to discuss the progress challenges and the possible solutions.



As the project proceeds, a separate **QA/QC process** will be in place to review all documents and reports to ensure that they meet appropriate design and constructability standards and are cost effective. The QA/QC process will be completely independent of the design efforts.

ORGANIZATION CHART



Attachments

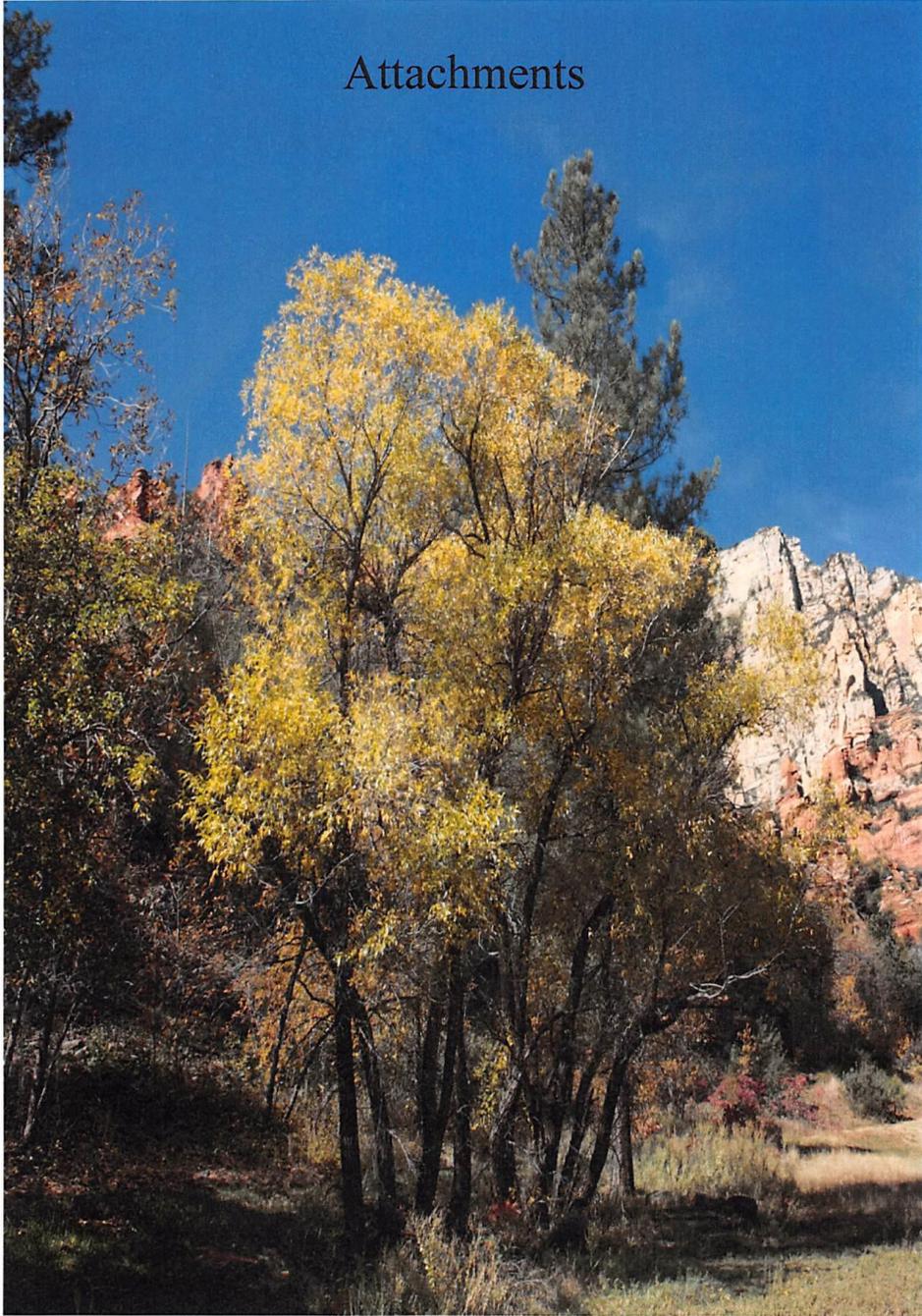


EXHIBIT B - OFFER SECTION

TO THE CITY OF COTTONWOOD:

The Undersigned hereby offers and agrees to enter into negotiations with the City to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

For clarification of this Offer, contact:

Southwestern Environmental Consultants, Inc. Name: Krishan Ginige
Company Name

825 Cove Parkway Phone: (928) 634-5889
Address

Cottonwood, AZ 86326 Fax: (928) 634-2222
City State Zip

 Email: Krishan@sec-landmgt.com
Signature of Person Authorized to Sign

Krishan Ginige
Printed Name

President
Title

(Including all information required to be submitted with Response)

1. Applicant Information:
Firm Name: Southwestern Environmental Consultants, Inc
Contact Name: Krishan Ginige
Principal Address: 825 Cove Parkway
Cottonwood, AZ 86236
Phone: (928) 634-5889 Fax: (928) 634-2222
E-Mail: kginige@sec-landmgt.com
Local Address: 20 Stutz Bearcat Dr. #6
Sedona, AZ 86336

Type of Organization: Engineering and Surveying

Tax ID #: 86-0289753 License #: 16-1011

2. Exceptions to RFQ (§5.5.6 Exceptions to RFQ): No Exceptions
3. Disclosure of Debarment Information (§5.5.7 Disclosure): No Debarment Information
4. References (must be provided)

Provide names, addresses and telephone numbers of government agencies/businesses to which you have provided similar goods or services.

A. Entity: Camp Navajo

Address: 1 Huges Avenue, Bellemont, AZ 86015

Contact: Pete Cullum

Phone: (928) 773-3322

Goods or services supplied and when provided: Engineering and Surveying Services 2011 to Present

B. Entity: City of Sedona

Address: 102 Roadrunner Drive, Sedona, AZ 86336

Contact: Andy Dickey

Phone: (928) 203-5039

Goods or services supplied and when provided: Engineering and Surveying Services 2010 to Present

C. Entity: Town of Clarkdale

Address: P.O. Box 308, 39 North Ninth Street, Clarkdale, AZ 86324

Contact: Wayne Debrosky

Phone: (928) 639-2550

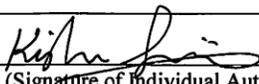
Goods or services supplied and when provided: Engineering and Surveying Services 2010 to Present

5. Receipt of Addenda:
Applicant acknowledges receipt of the following Solicitation Addendum(s):

Addendum No.
Addendum #1

Date
February 9, 2016

6. Other Information Requested: N/A

7. Intent to be Bound by Response: 
(Signature of Individual Authorized to Sign Response)

Krishan Ginige, President
(Printed Name of Individual Authorized to Sign Response)

EXHIBIT C - CERTIFICATE OF INSURABILITY

I hereby certify that as an Offeror to City of Cottonwood (City) for Solicitation No. 2016-PW-07, I am fully aware of insurance requirements contained in the Contract and by the submission of this offer. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Contract and shall be subject to penalties up to and including termination of the Contract at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.



Signature of Offeror

Southwestern Environmental Consultants, Inc.

Company

February 29, 2016

Date

EXHIBIT D - CONTRACTOR IMMIGRATION WARRANTY
(To Be Completed by Contractor Prior to Execution of Contract)

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) requires as a condition of your Contract, verification of compliance by the Contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:		
Name (as listed in the contract): Southwestern Environmental Consultants Inc.		
Street Name and Number: 825 Cove Parkway		
City: Cottonwood	State: AZ	Zip Code: 86326

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this Contract;
2. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. All subcontractors performing work under this Contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: Krishan Ginige

Title: President

Date (month/day/year): February 29, 2016

EXHIBIT E - DISCLOSURE OF RESPONSIBILITY STATEMENT

- A. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
NONE
- B. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the contractor.
NONE
- C. List any convictions or civil judgments under state or federal antitrust statutes.
NONE
- D. List any violations of contract provisions such as failing to perform (without good cause), or unsatisfactory performance, in accordance with the specifications of a contract.
NONE
- E. List any prior suspensions or debarments by any governmental agency.
NONE
- F. List any contracts not completed on time.
NONE
- G. List any penalties imposed for time delays and/or quality of materials and workmanship.
NONE
- H. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
NONE

I, Krishan Ginige, as President
Name of individual Title & Authority

of Southwestern Environmental Consultants, Inc., declare under oath that the above statements, including
Company Name

any supplemental responses attached hereto, are true.

By: [Signature]
(Signature of Individual/Representative)

STATE OF:)
) ss.
COUNTY OF:)

On this the 29 day of February, 20 16, before me, the undersigned NOTARY PUBLIC, personally appeared Krishan Ginige, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

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

SEAL

Cheri Lynn Marx
NOTARY PUBLIC

My Commission Expires: August 29, 2019

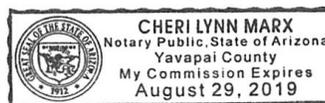


EXHIBIT F - NON-COLLUSION AFFIDAVIT

STATE OF: Arizona)
) ss
CITY OF: Cottonwood)

Krishan Ginige
(Name of Company, Representative)

being first duly sworn, deposes and says:

That she/he is President of Southwestern Environmental Consultants
(Title) (Name of Company)
and

That pursuant to Section 112 (C) of Title 23 USC or other applicable laws, he/she certifies as follows:

That neither he/she nor anyone associated with the said
Southwestern Environmental Consultants, Inc.
(Name of Company)

has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive solicitation for the response for the:

Mingus Avenue Design Services from 10th Street to Main Street

This response is genuine and not made in the interest of or on behalf of any undisclosed firm or corporations and is not submitted to conform to any agreement or rules of any group, association, organization or corporation. Applicant has not submitted a false response or solicited whether directly or indirectly with any other Applicant to submit a false response which would give one particular response any advantage over others or the owner.

By: [Signature]
(Signature of Individual/Representative)

STATE OF:)
) ss.
COUNTY OF:)

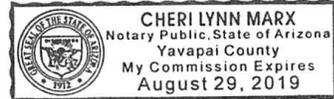
On this the 29 day of February, 2016, before me, the undersigned NOTARY PUBLIC, personally appeared Krishan Ginige, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

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

Cheri Z. Marx
NOTARY PUBLIC

SEAL

My Commission Expires: August 29, 2019



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Southwestern Environmental Consultants, Inc.	
2 Business name/disregarded entity name, if different from above SEC, Inc.	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) 20 Stutz Bearcat Drive #6	Requester's name and address (optional) City of Cottonwood 816 N. Main Street Cottonwood, AZ 86326
6 City, state, and ZIP code Sedona, AZ 86336	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] [] [] []	
or	
Employer identification number	
[] [] [] [] - [] [] [] [] [] [] [] [] [] []	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>02/17/2016</u>
------------------	----------------------------	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF COTTONWOOD
AND
SOUTHWESTERN ENVIRONMENTAL CONSULTANTS, INC.

[Scope of Work]

See following pages.



**SOUTHWESTERN
ENVIRONMENTAL
CONSULTANTS, INC.**

www.sec-landmgt.com
info@sec-landmgt.com

CORPORATE OFFICE:
20 STUTZ BEARCAT DRIVE #6
SEDONA, ARIZONA 86336
(928) 282-7787
Fax: 282-0731

BRANCH OFFICE:
825 COVE PARKWAY
COTTONWOOD, ARIZONA 86326
(928) 634-5889
Fax: 634-2222

Mr. Robert Winiecke, P.E., CFM
City Engineer
City of Cottonwood
1490 W Mingus Ave.
Cottonwood, AZ 86326

September 2nd, 2016

Re: Mingus Avenue Design Services

Dear Mr. Winiecke:

Thank you for the opportunity to provide you with this proposal for the Mingus Avenue Improvement Project. Based on our understanding of the project there are a number of challenges associated with the road development. Sidewalks, driveway connections, intersections, traffic flow (vehicle, bicycle, pedestrian), utility conflict and drainage are some of the examples. However Mingus Avenue improvements provide the opportunity for the City to review some other long outstanding regional issues beyond the Mingus Right-of-Way. One such opportunity is the drainage mitigation which provides a significant contribution from the south of Mingus Avenue which compounds to the drainage challenges along Mingus Avenue as well as conveyance north of Mingus Avenue. The other opportunity is to review the traffic impacts and improvements at Mingus Avenue and Main Street. An analysis may provide cost effective fixes now and also can be used as a guide for future development.

Therefore we have broken down this proposal into 3 main areas;

- a) Base Proposal – Mingus Avenue Design from Main Street to 8TH Street within the right-of-way
- b) Drainage Mitigation (south of Mingus Avenue)
- c) Mingus Avenue/ Main Street Intersection Traffic Analysis

Base Proposal

Data collection and Preliminary investigation phase

- Data gathering- Drainage
- Data gathering- Utility
 - Review existing utility location information from each Utility Provider
- Data gathering- Traffic

"Growth is inevitable... it's planning that makes the difference."



**SOUTHWESTERN
ENVIRONMENTAL
CONSULTANTS, INC.**

www.sec-landmgt.com
info@sec-landmgt.com

CORPORATE OFFICE:
20 STUTZ BEARCAT DRIVE #6
SEDONA, ARIZONA 86336
(928) 282-7787
Fax: 282-0731

BRANCH OFFICE:
825 COVE PARKWAY
COTTONWOOD, ARIZONA 86326
(928) 634-5889
Fax: 634-2222

- The traffic movements and parking scenarios will be based on the available traffic information as provided by the City
- Traffic control, parking and other considerations.
- Geotechnical Investigation
- Topographic Survey-Ground control and Flight
 - Set aerial panels for flight
 - Establish horizontal and vertical datum to each panel
 - Aerial flight of the area by Kenney Aerial
 - Kenney Aerial creates the topography and the rectified color ortho photo
- Topographic Survey-Locate existing features
 - Locate existing features invisible to the flight (e.g. blue stake, CMPs, manhole inverts)
 - Draft these items onto the aerial topography
- Topographic Survey-ROW/Boundary and surface model
 - Research documents to aid in determining the right-of-way boundary
 - Locate parcel monuments using the researched documents to create the right-of-way boundary and parcel locations
 - Create a Base Map to include the boundary, surface model and existing features
- Blue stakes and Pot holes (*Allowance*)

Conceptual Design

- Review traffic patterns
- Review Drainage
 - Identify Drainage Patterns and Runoffs
- Develop road P &P (for Mingus)
 - Existing/Proposed road Alignment

30% Design

- Drainage Analysis (Contribution)
 - Calculate Runoffs
 - Identify Major Constraints
- Drainage Analysis (Review options for conveyance)
- Traffic Review- Intersections

"Growth is inevitable... it's planning that makes the difference."



**SOUTHWESTERN
ENVIRONMENTAL
CONSULTANTS, INC.**

www.sec-landmgt.com
info@sec-landmgt.com

CORPORATE OFFICE:
20 STUTZ BEARCAT DRIVE #6
SEDONA, ARIZONA 86336
(928) 282-7787
Fax: 282-0731

BRANCH OFFICE:
825 COVE PARKWAY
COTTONWOOD, ARIZONA 86326
(928) 634-5889
Fax: 634-2222

- Traffic Review-Pedestrians and Bicycles
- Traffic- Bus Stops, commercial access west of Main/Mingus
- Review utility conflicts- Water, Sewer, Electric, Gas, Water
 - Meeting with Utility Companies
- Project constraints-Sidewalks, Driveways and Intersections
- Miscellaneous conflicts- Mail Boxes, Fences
- Develop P&P
- Engineers Cost estimate
- Public Meeting
 - Invitation to Public Meeting (**To be coordinated by the City**)

60% Design

- Drainage Analysis (Contribution)
 - Update Drainage Report/Study
- Drainage Analysis (Review options for conveyance)
- Traffic Review- Intersections
- Traffic Review-Pedestrians and Bicycles
- Traffic- Bus Stops, commercial access west of Main/Mingus
- Review utility conflicts- Water, Sewer, Electric, Gas, Water (Relocation by others)
- Project constraints-Sidewalks, Driveways
- Miscellaneous conflicts- Mail Boxes, Fences
- Develop P&P
- Engineers Cost estimate
- *No Public Meeting is anticipated*

90% Design

- Develop P&P
- Engineers Cost estimate
- Technical Specs

100% Design

- CD- Plans & Specs
- Engineers Cost estimate

"Growth is inevitable... it's planning that makes the difference."



**SOUTHWESTERN
ENVIRONMENTAL
CONSULTANTS, INC.**

www.sec-landmgt.com
info@sec-landmgt.com

CORPORATE OFFICE:
20 STUTZ BEARCAT DRIVE #6
SEDONA, ARIZONA 86336
(928) 282-7787
Fax: 282-0731

BRANCH OFFICE:
825 COVE PARKWAY
COTTONWOOD, ARIZONA 86326
(928) 634-5889
Fax: 634-2222

This proposal excludes utility design and relocation and structural design. Only one public meeting is anticipated. No additional traffic counts are anticipated to be required for intersection analysis.

Based on our understanding and available information we propose to provide the above identified services for an estimated cost of \$125,904.00. Please refer the attached cost breakdown for additional information.

Option 1

Offsite Drainage mitigation

The intent of the analysis is to review the drainage patterns and contribution from South of Mingus Avenue between Main street and 10th Street and review options for drainage mitigation. Based on our understanding of the project following are the tasks proposed;

- Development of a topographic base file.
- Gather existing drainage study data
- Identify critical structures and grade breaks
- Hydrology- Develop basins and other parameters. Develop concentration flow conditions.
- Model calibration and capacity analysis of existing systems
- Analysis of mitigation options- Option 1- Detention basin at 12th Street and Mingus
- Analysis of mitigation options- Option 2- Conveyance through a pipe network
- Develop option mitigation for design improvement.

In an attempt to reduce cost, we are not proposing to carry out an aerial topography. Instead we will attempt to use the existing data and gather any missing information.

Based on our understanding and available information we propose to provide the above identified option 1 services for an estimated cost of \$48,728.00. Due to the nature of work, SEC and the City will review the data periodically for option development and feasibility. The initial work will be at a not to exceed sum of \$ 30,000.00. Written permission will be obtained before any additional work is executed. Please refer the attached cost breakdown for additional information.

"Growth is inevitable... it's planning that makes the difference."



SOUTHWESTERN
ENVIRONMENTAL
CONSULTANTS, INC.

www.sec-landmgt.com
info@sec-landmgt.com

CORPORATE OFFICE:
20 STUTZ BEARCAT DRIVE #6
SEDONA, ARIZONA 86336
(928) 282-7787
Fax: 282-0731

BRANCH OFFICE:
825 COVE PARKWAY
COTTONWOOD, ARIZONA 86326
(928) 634-5889
Fax: 634-2222

Option 2

Traffic Analysis and investigation at the intersection of Mingus and Main

The intent of this analysis to establish recommendations which can have short term and long term benefits to intersection development operation.

- Use existing data and from the Mingus design (base work)
- Field inspection & Review existing geometric data
- Data gathering- Traffic counts
- Capacity analysis at Mingus/Main (Optimize Signal LOS)
- Capacity analysis at Mingus/Main (Roundabout alternative)
- Capacity analysis result summary recommendations report memo
- Develop preliminary recommendations for design improvements
- Meetings and coordination

Based on our understanding and available information we propose to provide the above identified option 2 services for an estimated cost of \$15,876.00. Please refer the attached cost breakdown for additional information.

If you have any questions or need clarification please feel free to contact me at kginige@sec-landmgt.com or 928-634-5889 Ext 4219.

Sincerely

G. Krishan Ginige P.E, MS, CFM

President

"Growth is inevitable... it's planning that makes the difference."

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF COTTONWOOD
AND
SOUTHWESTERN ENVIRONMENTAL CONSULTANTS, INC.

[Fee Proposal]

See following pages.

